

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
LEAVITT EARTHWORKS CO. INC.**

~~**THIS AGREEMENT** is entered into this 18th day of February 2014, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "**CITY**"), and **LEAVITT EARTHWORKS CO. INC.**, a Maine corporation with a mailing address of PO Box 703, Standish, Maine 04084 (hereinafter the "**CONTRACTOR**").~~

**WITNESSETH:**

**WHEREAS**, the **CITY** is in need of having a structure located at 84 Irving Street demolished, and did advertise by Request for Quotations entitled "House Demolition at 84 Irving Street." Dated February 14, 2014; and

**WHEREAS**, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a quote dated February 18, 2014 for the provision of such services; and

**WHEREAS**, after due consideration of all the Quotations, the **CITY** did award the contract 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 specifications contained in the Request for Quotations, and also in accordance with the **CONTRACTOR**'s Proposal dated February 18, 2014. A copy of said Request for Quotations and the **CONTRACTOR**'s Proposal are attached hereto as Exhibit A and Exhibit B respectively, and are hereby made a part hereof. The restatement in this document of any term of the Request for Quotations or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Quotations or the Proposal then this document shall govern; and the Request for Quotations shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

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.

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 person, naming the **CITY** as

an additional insured thereon, and also Workers' Compensation Insurance coverage. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has actually been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The **CONTRACTOR** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance company or agent.

~~4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the **CITY**. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the **CITY** for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.~~



5. 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 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.

6. Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement 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 the **CITY** to indemnify it against any lien and as a substitution in place of a lien. 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 a lien.

7. 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.

8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract to the **CONTRACTOR**, which will commence immediately once you have secured the necessary permits. ~~The **CONTRACTOR** agrees to complete the entire work within thirty (30) work days from the time work commences. The time set for such completion may be extended only by written consent of the Planning Director or designee.~~

9. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Public Buildings Director or his or her designee will be final and binding.

10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** Fourteen thousand Dollars (\$14,000.00).

11. The **CITY** shall withhold ten percent (10%) of each invoice amount as retainage until the Work is completed and accepted by the **CITY**.

12. The **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 Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Public Buildings Director or his or her designee.

13. The **CITY** 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.

14. The **CITY** 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.

15. Out of concern for the public, **CITY** 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.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and **LEAVITT EARTHWORKS CO. INC.** has caused this Agreement to be signed and sealed by Brian Leavitt, its President, thereunto duly authorized, the day and date first above written.

**WITNESS:**

**CITY OF PORTLAND**

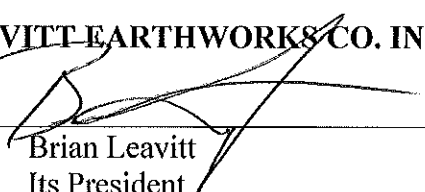
By: \_\_\_\_\_

  
Mark H. Rees  
Its City Manager

**WITNESS:**

**LEAVITT EARTHWORKS CO. INC.**

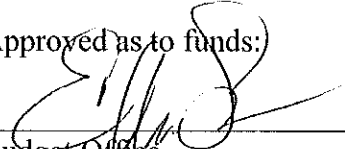
By: \_\_\_\_\_

  
Brian Leavitt  
Its President

Approved as to form:

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

Approved as to funds:

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



**City of Portland  
Purchasing Division  
389 Congress Street  
Portland, ME 04101**

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**Quote Documents & Specifications  
for**

**HOUSE DEMOLITION  
at**

**84 Irving Sreet  
Portland, ME 04103  
CBL: 137 A001001**

## NOTICE

### Request for Quotations

Notice is hereby given by the undersigned that quotes will be accepted in the Purchasing Office, City of Portland City Hall, 389 Congress Street, Room 103 Portland, ME 04101 until the hour of **2:00 p.m., Tuesday, February 18, 2014** for:

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#### **DEMOLITION AND REMOVAL OF HOUSE LOCATED AT 84 IRVING STREET, PORTLAND, ME.**

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The City of Portland reserves the right to reject any and all proposals.

Questions regarding this bid shall be made in writing only and be sent to the Purchasing Office. They may be hand delivered, mailed, e-mailed to [MF@portlandmaine.gov](mailto:MF@portlandmaine.gov) or faxed to 207-874-8652. Questions that result in modifications to the bid's specifications will be in the form of a written addendum and sent to all bid holders on registered in the Purchasing Office.

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.

Equal Employment Opportunities. Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for thirty days from their opening.

February 14, 2014

Matthew F. Fitzgerald  
Purchasing Manager

## SECTION 1 PROJECT SPECIFICATIONS

### SCOPE OF SERVICES

The City is seeking a qualified and competent firm to completely demolish and remove a house located at 15 Walton Street, Portland, ME. The house caught fire and has been determined by the City to be a dangerous dwelling and must be taken down and completely removed. The following information has been provided to assist in developing a proposal for quotation.

Questions regarding this bid shall be made in writing only and be sent to the Purchasing Office, being received no later than three working days prior to the opening. They may be hand delivered, mailed, e-mailed to [mff@portlandmaine.gov](mailto:mff@portlandmaine.gov) or faxed to 207-874-8652. Questions that result in modifications to specifications will be in the form of a written addendum and sent to all document holders.

### DESCRIPTION OF WORK

Demolition work requires removal and disposal off-site of the following:

Wood frame, three-story building, including all items in basement.

Disconnect water, sewer, electric and telephone services. An inspection of the capped sewer line must be made by City of Portland Public Services prior to covering.

Storage or sale on-site of removed salvageable items will not be permitted.

The use of explosives will not be permitted.

While there is no evidence of asbestos in the structure, the Contractor shall be responsible for determining the existence and abatement of asbestos in the structure. Removal shall be done in accordance with all applicable Federal, State and Local rules and regulations.

### REMOVAL OF ALL CONSTRUCTION DEBRIS AND WASTE

All construction debris and waste must be hauled to the Riverside Recycling Facility, located at 910 Riverside Street in Portland. All associated fees will be waived. Please coordinate with Troy Moon, Environmental Program and Open Space Manager at 874-8647.

In the case of any open flame, a *Hot Works Permit* will be required which can be obtained from the Portland Fire Department.



## **CONTRACTOR'S PLAN**

Contractor shall include with their Quote, a brief description of how they plan to complete the project. The plan shall include the technique that will be used to demolish the building, as well as the equipment that will be used to demolish the building and haul it away.

## **CONDITION OF STRUCTURES**

The City assumes no responsibility for actual condition of structures to be demolished.

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## **PROTECTION**

Provide passageways around the areas of demolition to ensure safe passage of persons in the area.

No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.

Protect existing trees and vegetation adjacent to the demolition areas. With written permission of the City, some vegetation may be removed to facilitate demolition of the house.

Contractor shall determine the existence and extent of asbestos removal and include such work in the contract. Removal shall be done in accordance with all applicable Federal, State and Local rules and regulations.

## **DAMAGES**

Should adjacent property be damaged in any manner, Contractor shall immediately contact:

Lori Smith, Paralegal & Insurance Administrator, 207-874-8434.

Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by demolition operations as directed by the City and at no cost to the City.

## **TRAFFIC CHECK WITH DPS**

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. It will be necessary to obtain a sidewalk permit from the Department of Public Services prior to commencing demolition.

Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

The contractor shall maintain traffic in the project area to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole

responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from excavations, obstacles, etc.

Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ flaggers and take other such reasonable means or precautions or as required to prevent damage or injury other property, and to minimize to the public by his construction operations.

The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

The Contractor will be held responsible for any damages that the local public agency, owner, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

Provide a traffic director and traffic men as required by the local regulatory agencies.

## **POLLUTION CONTROLS**

Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.

Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

## **BUILDING DEMOLITION**

Demolish the building completely and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations.

Proceed with demolition in a systematic manner from the top of the structure to the ground. Complete demolition work above each floor or tier before disturbing any of the supporting members on the lower levels.

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### **Demolish concrete and masonry in small sections.**

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Remove structural framing members and lower to ground, by means of hoists, derricks, or other suitable methods.

Locate demolition equipment throughout the structure and remove materials so as to not impose excessive loads to supporting walls, floors or framing.

Demolish foundations, other walls and footings.

The use of swinging weight, - clamshell bucket, power shovel, bulldozer or other mechanical contrivance for the purpose of demolition shall be permitted.

Where a swinging weight or other mechanical contrivance is used, a protected zone of demolition at least one and one-half times the height of the structure or portion thereof being so demolished shall be maintained around the points of impact. The supporting cables shall be of such length or shall be so restrained that it is not possible for the weight to swing against any structure other than the structure being demolished.

Where a clamshell bucket is being used, a zone demolition shall be maintained within 25 feet of the line of travel of the bucket.

No materials shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.

Columns, beams and other structural members which are being dismembered shall not be under any stress other than their own weight during removal and shall be chained or lashed in place to prevent any uncontrolled swinging or dropping. Large structural members shall not be thrown or dropped but shall be carefully lowered from the building.

All rubbish and debris shall be kept thoroughly wetted down to prevent dust and dirt from rising or spreading.

Burning on-site will not be permitted.

Blasting shall not be permitted on the project site.

Upon completion of all demolition work, the contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions. Materials used for repair shall be of like kind and of the thickness, width, length, etc. as the Original, except that, asphalt may be used to replace concrete only if so ordered by the City and/or the local authorities.

The Contractor shall be responsible for the protection and preservation of all municipal and public utilities traversing the project site, the protection of manholes and manhole covers, value boxes and other devices serving buildings in the area and shall pay all costs of repair in the event of damage caused by his work.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

The Contractor shall not remove barricades until approval to do so is granted by the City.

### **FILL**

Provide all fill necessary to bring the existing grades under the demolished building to be level with the adjacent present grades. Fill to be compacted and left clean. Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be compacted.

### **INSURANCE AND BONDS**

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 bonds shall comply with the requirements of Maine state law.

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.

## SECTION 1 - STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business: \_\_\_\_\_
2. Number of personnel employed:      Part time \_\_\_\_\_ Full time \_\_\_\_\_
3. List three contracts of this type/size your firm has completed within the last three years:

| Project | Date | Contact Person | Phone No. |
|---------|------|----------------|-----------|
|         |      |                |           |
|         |      |                |           |
|         |      |                |           |
|         |      |                |           |
|         |      |                |           |
|         |      |                |           |

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

| Company Name | Address | Principal | Phone |
|--------------|---------|-----------|-------|
|              |         |           |       |
|              |         |           |       |
|              |         |           |       |
|              |         |           |       |

Additional information may be requested subsequent to your responding to this proposal request.

## **SECTION 2 – REFERENCE TO GENERAL CONDITIONS DOCUMENT**

### **SUPPLEMENTARY GENERAL CONDITIONS:**

- A. The City reserves the right to require the successful vendor to execute the attached contract.
- B. Supplementary General Conditions and the Contract documents prepared by the City shall govern as the terms and conditions for this project.
- C. The successful firm will be required to furnish a performance bond acceptable to the City of Portland, prior to execution of a contract.

### **QUALIFICATIONS OF PROPOSERS:**

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

### **CRITERIA FOR AWARD:**

This Request for Quotation does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to reject any or all proposals or any portion thereof that it may determine to be in its own best interest.

### **TIME PROVISIONS:**

The content of any proposal submitted is to remain valid and available to the City for sixty (60) days from the day proposals are due.

### **ASSIGNMENT OF CONTRACT:**

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award, unless indicated.

### **INDEMNIFICATION:**

Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Portland and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or grievance directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material

suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

#### **PERMIT FEES**

The contractor is responsible to obtain any required permits. NOTE: Fees for any and all City permits will be waived. A sample City of Portland *Demolition of a Structure Permit Application* is attached or by visiting our website at <http://www.portlandmaine.gov/planning/demolitionpermit.pdf>.

**PROPOSAL**

**NOTE: THESE PAGES ARE TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be 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 to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL TAX I.D. NUMBER: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_  
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

ALL INCLUSIVE COST TO PROVIDE THE SCOPE OF SERVICES AS DESCRIBED HEREIN:

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

**Attachments:**

1. Sample Contract
2. Sample Demolition of a Structure Electronic Permit Application Instructions
3. City Ordinance 6-23 Demolition Requirements



This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

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AND**

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**WITNESSETH:**

**WHEREAS**, the **CITY** is in need of having a structure located at 84 Irving Street demolished, and did advertise by Request for Quotations entitled "House Demolition at 84 Irving Street." Dated February 13, 2014; and

**WHEREAS**, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a quote dated \_\_\_\_\_, 2014 for the provision of such services; and

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of not less than Four Hundred Thousand Dollars (\$400,000.00) per person, naming the CITY as an additional insured thereon, and also Workers' Compensation Insurance coverage. With respect to the Liability Insurance, the CONTRACTOR will provide the CITY a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has actually been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The CONTRACTOR shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from insurance company or agent.

4. The CONTRACTOR shall furnish to the CITY, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the CITY. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the CITY for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.

5. 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 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.

6. Prior to any payment, the CITY reserves the right to require Waivers of Lien for materials and labor from the CONTRACTOR and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement 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 the CITY to indemnify it against any lien and as a substitution in place of a lien. 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 a lien.

7. 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.

8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract to the **CONTRACTOR**, which will commence work within ten (10) calendar days of the date specified in that Notice. The **CONTRACTOR** agrees to complete the entire work within thirty (30) work days from the time work commences. The time set for such completion may be extended only by written consent of the Public Buildings Director or designee.

9. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Public Buildings Director or his or her designee will be final and binding.

10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

11. The **CITY** shall withhold ten percent (10%) of each invoice amount as retainage until the Work is completed and accepted by the **CITY**.

12. The **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 Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Public Buildings Director or his or her designee.

13. The **CITY** 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.

14. The **CITY** 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.

15. Out of concern for the public, **CITY** 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.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and \_\_\_\_\_ has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and date first above written.

**WITNESS:**

**CITY OF PORTLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Mark H. Rees  
Its City Manager

**WITNESS:**

**CONTRACTOR**

\_\_\_\_\_

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

Its: \_\_\_\_\_

Approved as to form:

Approved as to funds:

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

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

**City of Portland  
Purchasing Division  
389 Congress Street  
Portland, ME 04101**

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**Quote Documents & Specifications  
for**

**HOUSE DEMOLITION  
at**

**84 Irving Sreet  
Portland, ME 04103  
CBL: 137 A001001**

## NOTICE

### Request for Quotations

Notice is hereby given by the undersigned that quotes will be accepted in the Purchasing Office, City of Portland City Hall, 389 Congress Street, Room 103 Portland, ME 04101 until the hour of **2:00 p.m., Tuesday, February 18, 2014** for:

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#### **DEMOLITION AND REMOVAL OF HOUSE LOCATED AT 84 IRVING STREET, PORTLAND, ME.**

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The City of Portland reserves the right to reject any and all proposals.

Questions regarding this bid shall be made in writing only and be sent to the Purchasing Office. They may be hand delivered, mailed, e-mailed to [MFF@portlandmaine.gov](mailto:MFF@portlandmaine.gov) or faxed to 207-874-8652. Questions that result in modifications to the bid's specifications will be in the form of a written addendum and sent to all bid holders on registered in the Purchasing Office.

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.

Equal Employment Opportunities. Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for thirty days from their opening.

February 14, 2014

Matthew F. Fitzgerald  
Purchasing Manager

## SECTION 1 PROJECT SPECIFICATIONS

### SCOPE OF SERVICES

The City is seeking a qualified and competent firm to completely demolish and remove a house located at 84 Irving Street, Portland, ME. The house caught fire and has been determined by the City to be a dangerous dwelling and must be taken down and completely removed. The following information has been provided to assist in developing a proposal for quotation.

Questions regarding this bid shall be made in writing only and be sent to the Purchasing Office, being received no later than three working days prior to the opening. They may be hand delivered, mailed, e-mailed to [mff@portlandmaine.gov](mailto:mff@portlandmaine.gov) or faxed to 207-874-8652. Questions that result in modifications to specifications will be in the form of a written addendum and sent to all document holders.

### DESCRIPTION OF WORK

Demolition work requires removal and disposal off-site of the following:

Wood frame, three-story building, including all items in basement.

Disconnect water, sewer, electric and telephone services. An inspection of the capped sewer line must be made by City of Portland Public Services prior to covering.

Storage or sale on-site of removed salvageable items will not be permitted.

The use of explosives will not be permitted.

While there is no evidence of asbestos in the structure, the Contractor shall be responsible for determining the existence and abatement of asbestos in the structure. Removal shall be done in accordance with all applicable Federal, State and Local rules and regulations.

### REMOVAL OF ALL CONSTRUCTION DEBRIS AND WASTE

All construction debris and waste must be hauled to the Riverside Recycling Facility, located at 910 Riverside Street in Portland. All associated fees will be waived. Please coordinate with Troy Moon, Environmental Program and Open Space Manager at 874-8647.

In the case of any open flame, a *Hot Works Permit* will be required which can be obtained from the Portland Fire Department.

## **CONTRACTOR'S PLAN**

Contractor shall include with their Quote, a brief description of how they plan to complete the project. The plan shall include the technique that will be used to demolish the building, as well as the equipment that will be used to demolish the building and haul it away.

## **CONDITION OF STRUCTURES**

The City assumes no responsibility for actual condition of structures to be demolished.

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## **PROTECTION**

Provide passageways around the areas of demolition to ensure safe passage of persons in the area.

No part of the buildings may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.

Protect existing trees and vegetation adjacent to the demolition areas. With written permission of the City, some vegetation may be removed to facilitate demolition of the house.

Contractor shall determine the existence and extent of asbestos removal and include such work in the contract. Removal shall be done in accordance with all applicable Federal, State and Local rules and regulations.

## **DAMAGES**

Should adjacent property be damaged in any manner, Contractor shall immediately contact:

Lori Smith, Paralegal & Insurance Administrator, 207-874-8434.

Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by demolition operations as directed by the City and at no cost to the City.

## **TRAFFIC CHECK WITH DPS**

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. It will be necessary to obtain a sidewalk permit from the Department of Public Services prior to commencing demolition.

Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

The contractor shall maintain traffic in the project area to the satisfaction of the applicable local regulatory agencies, the local public agency, and the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. It shall be the sole



responsibility of the Contractor to keep the local regulatory agencies, (including but not limited to, the Police and Fire Departments) notified at least 72 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, animals, and vehicles from excavations, obstacles, etc.

Signs shall be adequate from the regulation safety and convenience of traffic and pedestrians. The Contractor may be required to employ flaggers and take other such reasonable means or precautions or as required to prevent damage or injury other property, and to minimize to the public by his construction operations.

The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

The Contractor will be held responsible for any damages that the local public agency, owner, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

Provide a traffic director and traffic men as required by the local regulatory agencies.

## **POLLUTION CONTROLS**

Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Comply with the governing Clean Air regulations. Do not use water where it may create hazardous or objectionable conditions such as pollution, ice, or flooding.

Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.

## **BUILDING DEMOLITION**

Demolish the building completely and remove all debris and rubble from the site. Use such methods as required to complete the work within the limitations of governing regulations.

Proceed with demolition in a systematic manner from the top of the structure to the ground. Complete demolition work above each floor or tier before disturbing any of the supporting members on the lower levels.

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### **Demolish concrete and masonry in small sections.**

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Remove structural framing members and lower to ground, by means of hoists, derricks, or other suitable methods.

Locate demolition equipment throughout the structure and remove materials so as to not impose excessive loads to supporting walls, floors or framing.

Demolish foundations, other walls and footings.

The use of swinging weight, - clamshell bucket, power shovel, bulldozer or other mechanical contrivance for the purpose of demolition shall be permitted.

Where a swinging weight or other mechanical contrivance is used, a protected zone of demolition at least one and one-half times the height of the structure or portion thereof being so demolished shall be maintained around the points of impact. The supporting cables shall be of such length or shall be so restrained that it is not possible for the weight to swing against any structure other than the structure being demolished.

Where a clamshell bucket is being used, a zone demolition shall be maintained within 25 feet of the line of travel of the bucket.

No materials shall be dropped to any point lying outside the exterior walls of the structure unless the area is effectively protected.

Columns, beams and other structural members which are being dismembered shall not be under any stress other than their own weight during removal and shall be chained or lashed in place to prevent any uncontrolled swinging or dropping. Large structural members shall not be thrown or dropped but shall be carefully lowered from the building.

All rubbish and debris shall be kept thoroughly wetted down to prevent dust and dirt from rising or spreading.

Burning on-site will not be permitted.

Blasting shall not be permitted on the project site.

Upon completion of all demolition work, the contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions. Materials used for repair shall be of like kind and of the thickness, width, length, etc. as the Original, except that, asphalt may be used to replace concrete only if so ordered by the City and/or the local authorities.

The Contractor shall be responsible for the protection and preservation of all municipal and public utilities traversing the project site, the protection of manholes and manhole covers, value boxes and other devices serving buildings in the area and shall pay all costs of repair in the event of damage caused by his work.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

The Contractor shall not remove barricades until approval to do so is granted by the City.

#### **FILL**

Provide all fill necessary to bring the existing grades under the demolished building to be level with the adjacent present grades. Fill to be compacted and left clean. Material shall be clean, well-graded sand and gravel, free of organic matter, rubble, frost and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension. Fill shall be compacted.

#### **INSURANCE AND BONDS**

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 bonds shall comply with the requirements of Maine state law.

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.

## SECTION 1 - STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business: 17
2. Number of personnel employed: Part time 15 Full time 5

3. List three contracts of this type/size your firm has completed within the last three years:

|       | Project                   | Date | Contact Person     | Phone No. |                   |
|-------|---------------------------|------|--------------------|-----------|-------------------|
| D # 1 | VNE Stevens Ave 400K      | 2013 | Allred Cook        | 772-2888  | Matt Cook         |
| 2     | York St/Harbour View 170K | 2012 | Redfern Properties | 776-9715  | Johnathan Collier |
| # 3   | Crescent Heights 300K     | 2011 | Portland Builders  | 879-0118  | Bill Cuddey       |
|       |                           |      |                    |           |                   |
|       |                           |      |                    |           |                   |
|       |                           |      |                    |           |                   |

*Numbers 1 + 3 had significant Demo Worked prepared*

4. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

| Company Name | Address            | Principal | Phone |
|--------------|--------------------|-----------|-------|
|              | <i>None Needed</i> |           |       |
|              |                    |           |       |
|              |                    |           |       |
|              |                    |           |       |

Additional information may be requested subsequent to your responding to this proposal request.

## **SECTION 2 – REFERENCE TO GENERAL CONDITIONS DOCUMENT**

### **SUPPLEMENTARY GENERAL CONDITIONS:**

- A. The City reserves the right to require the successful vendor to execute the attached contract.
- B. Supplementary General Conditions and the Contract documents prepared by the City shall govern as the terms and conditions for this project.
- C. ~~The successful firm will be required to furnish a performance bond acceptable to the City of Portland, prior to execution of a contract.~~

### **QUALIFICATIONS OF PROPOSERS:**

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein.

### **CRITERIA FOR AWARD:**

This Request for Quotation does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to reject any or all proposals or any portion thereof that it may determine to be in its own best interest.

### **TIME PROVISIONS:**

The content of any proposal submitted is to remain valid and available to the City for sixty (60) days from the day proposals are due.

### **ASSIGNMENT OF CONTRACT:**

The successful candidate agrees that he will not assign, transfer, or subcontract any portion of the award, unless indicated.

### **INDEMNIFICATION:**

Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the City of Portland and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or grievance directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material

suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

#### **PERMIT FEES**

The contractor is responsible to obtain any required permits. NOTE: Fees for any and all City permits will be waived. A sample City of Portland *Demolition of a Structure Permit Application* is attached or by visiting our website at <http://www.portlandmaine.gov/planning/demolitionpermit.pdf>.

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PROPOSAL

NOTE: THESE PAGES ARE TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be 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 to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 0

COMPANY NAME: LEAVITT EARTHWORKS Co. INC  
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 2/18/14  
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: BRIAN LEAVITT President

ADDRESS: PO Box 703 Standish Maine 04084

TELEPHONE: 207-642-3675 FAX: 207-642-2426  
207-318-0877

FEDERAL TAX I.D. NUMBER: 01-0521176

STATE OF INCORPORATION: MAINE  
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

ALL INCLUSIVE COST TO PROVIDE THE SCOPE OF SERVICES AS DESCRIBED HEREIN:

\$ 14000.00  
No ABATEMENT/NO Permits fees (BNL)  
All materials to RiverSide

Attachments:

1. Sample Contract
2. Sample Demolition of a Structure Electronic Permit Application Instructions
3. City Ordinance 6-23 Demolition Requirements