



City of Sanford, Maine

Office of Community Development

919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101



Demolition of the International Woolen Mill Boiler House Exhaust Stack Sanford Maine January 30, 2023

Sir/Madam:

Sealed bids will be received in the office of the City Manager on Tuesday, March 14, 2023 until 12:00 p.m. at which time they will be publicly opened and read aloud on the enclosed specifications.

Pre-bid meeting and site walk at the Boiler House on Wednesday, March 1, 2023 at 11:00 a.m. Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid from that contractor.

Special Attention:

- Environmental control requirement;
- Securing of site area during demolition;
- Comply with City Demolition Protocol - Appendix "A"; and
- Site map - Appendix "B"
- Property description – Appendix "C"

The City of Sanford reserves the right to accept or reject any and all bids. Please use a sealed envelope with the when submitting your bid.

Sincerely,

Ian Houseal
Director of Community Development

CITY OF SANFORD, MAINE

DEMOLITION OF BOILER HOUSE STACK

PRE-BID: WEDNESDAY, MARCH 1, 2023 @ 11:00 AM

BID DUE: TUESDAY, MARCH 14, 2023 @ 12:00 PM

NOTICE TO CONTRACTORS

Bids for the demolition of the International Woolen Mill Boiler House Exhaust Stack in Sanford, Maine will be accepted by:

Ian Houseal
Director of Community Development
City Manager's Office, 3rd Floor
City Hall, 919 Main Street
Sanford ME 04073

until **12:00 p.m. on Tuesday, March 14, 2023** at the City Manager's Office at City Hall, Sanford, Maine 04073 at which time bids shall be opened publicly.

SPECIAL NOTICE: Pre-bid meeting and site walk will be at **the IWM boiler house Wednesday, March 1, 2023 at 11:00 a.m.** Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

1. BID SECURITY

No proposal will be considered unless it is accompanied by a **Certified Check or Bid Bond** in the amount of **ten (10%) percent** of the bid price, made out in favor of the City of Sanford. The successful bidder **will not** be required to present a 100% Performance and Payment Bond as surety for the performance of the contract.

2. AWARD OR REJECTION OF BIDS

A. The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities prior to the above scheduled time of opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 45 days after the actual date of the opening thereof.

B. Award shall be based on the most responsive, advantageous and responsible bid.

3. QUALIFICATION OF BIDDERS

The City may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as City may request. The City reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the owner that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

4. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on the actual form furnished herewith. All blank spaces for prices must be filled in, in ink or word processor.
- B. Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.

5. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Director of Community Development, Sanford, Maine.

6. OBLIGATION OF BIDDERS

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

7. TIME LINE

The contractor shall prosecute the work continuously until completion. Deadline for complete demolition and removal is **30 working days from Notice to Proceed**. Designated available date to be determined by the Director of Community Development.

Pre-Bid @ boiler house	11:00 a.m. on Wednesday, March 1
Bids Due	12:00 p.m. on Tuesday, March 14
Notice of Award on or before	Wednesday, March 22
Notice to Proceed on or before	Wednesday, March 29
Completion date on or before	Wednesday, May 10

8. CLAIMS

The City of Sanford will not be held responsible for any damages or injuries arising out of any activity with regard to this project. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the City's satisfaction or process a claim with their insurance carrier.

INSURANCE: The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days of Notice of Award. Notice to Proceed will not be issued until the Certificate of Insurance is filed to the satisfaction of the Director.

WORKERS' COMPENSATION: Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE: Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE: General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required. *"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) days written notice will be mailed to the City."*

9. TIPPING FEES

The Contractor will not be responsible for tipping fees as part of the base bid, however, any demolition materials not stockpiled or salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement or direct bill through a pre-authorized disposal site.

10. PAYMENTS

Progress payments shall be made on a monthly basis for work completed based on a actual work complete of the total project. Contractor may submit payment requisitions for actual work complete. Amount completed to be determined by Director of Community Development.

CITY OF SANFORD, MAINE

DEMOLITION OF BOILER HOUSE STACK

PRE-BID: WEDNESDAY, MARCH 1, 2023 @ 11:00 AM

BID DUE: TUESDAY, MARCH 14, 2023 @ 12:00 PM

SPECIFICATIONS

PART 1: GENERAL

- 1.1 **SCOPE:** Contractor agrees and undertakes to demolish the approximately 150-foot octagonal exhaust stack structure at the boiler house of the International Woolen Mill. The stack is to be taken down to approximately roof level of the boiler house building. The contractor shall use a crane, manlift, and any other necessary equipment and labor including the employment of a chute to safely direct removed bricks and debris to the ground;
- The contractor shall stockpile bricks and other debris from the chimney on-site at an agreed upon location;
 - The contractor shall make all effort to prevent bricks and other debris from being dropped into the chimney or into the boiler house building onto or through the roof.
 - The contractor shall make all effort to control ricks and debris from falling on other area of the site and particularly into the boiler house;
- A. Demolition of the aforesaid structures located upon land in the City of Sanford;
- B. **Securing all demolition permits from the State of Maine and the City of Sanford and paying for any fees required with respect to such permit;**
- C. Stockpiling of brick and chimney debris on-site at an agreed upon location.
- D. Keeping the site clear of debris.
- E. Disposition of any and all of the demolition debris not stockpiled and *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage or stockpiled;
- F. **The Contractor will not be responsible for tipping fees;** however, all demolition materials not stockpiled or salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement or billed directly to the City by a pre-approved disposal site;

- G. The City and Contractor shall identify the disposal sites to be used prior to contract signing and may pay for disposal at the pre-identified disposal site;
- H. **The boiler house is not to be disturbed as it contains uncontrolled asbestos contamination and other environmental contaminants including PCB. Additional debris shall not be added to the boiler house building to the greatest degree possible;**
- I. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the City of Sanford Code, including, without limitations, conformity with all reasonable demands of the Fire Department.
- J. The City has arranged environmental and structural engineering oversight and on-call response, as needed and for consultation during the demolition. Environmental samples may be taken from the chimney interior to verify any contamination.
- K. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Public Works Department a permit for the temporary closing of such streets.

SPECIAL ATTENTION:

- L. **Comply with the Demolition Protocol** (attached: Appendix "A") with particular attention to dust control and site security.
- M. The exhaust stack will be demolished in a safe and orderly way and comply with all State and local regulations. Neighboring areas must be policed every day for any debris.
- N. During the course of the demolition project, the Contractor must practice dust control as practical and feasible by wetting down the structure and its debris during the active part of demolishing the structure and loading the debris onto transport vehicles.
- O. The contractor shall maintain control of the site from the start of demolition until complete. The perimeter of the site shall be demarcated for "No Entry" and signs to that affect shall be posted.

PART 2: EXECUTION

2.1 DEMOLITION OR RELOCATION

- A. Demolish the exhaust stack covered under this contract to approximately roof level in accordance with the following terms and conditions:

Demolition shall be done in a manner to maximize the amount of material separation.

1. The stack is to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
 2. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or acts beyond the contractor's control. Material shall be stockpiled as quickly as possible and not be strewn on the site.
 3. The contractor shall comply with all applicable laws and ordinances.
 4. The contractor must exercise proper care in loading so that no waste or salvage material is strewn on public streets, neither during loading nor in route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor.
- B. Demolition sites shall be secured within 40 days after the completion of demolition.

2.2 CLEAN UP

- A. All debris resulting from the operation under this contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the City.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition. Any such movable equipment or furnishings remaining on the premises after the date indicated shall become the property of the contractor and he/she shall remove same from premises.
- C. All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and he/she shall remove same from premises.

APPENDIX A: DEMOLITION PROTOCOL

The following protocol is to be implemented for projects in the City of Sanford that involve the demolition of structures and is intended to reduce the generation and potential release of lead dust and debris into the adjacent area and secure the site:

- Due to the age of the properties being demolished presume that there is lead-based paint in the property.
- Except in emergency circumstances, the City will take steps to inform residents, businesses and other organizations within a 150 foot radius of the site of the planned demolition activities in advance of the demolition beginning. The City will print color flyers describing the precautions that are recommended to be taken to minimize lead exposure. Warning signs will be posted on the properties to be demolished during the 2 day prior to demolition and signs alerting traffic will be posted on the day of demolition.

All demolitions in the City of Sanford must comply with the following:

- The contractor shall secure the site prior to demolition.
- Prior to the commencement of demolition activity, the owner/contractor shall provide the building official with the following:
 - A completed demolition permit, including required demolition notification accompanied by the requisite fees.
 - Sign-offs for utility disconnects from the natural gas and electric companies and the municipal sewer and water districts. Sign-offs from cable and telephone companies are optional.
 - Documentation of hazardous material assessment and abatement in accordance with Maine Department of Environmental Protection regulations, if available.
- The contractor shall notify Dig-Safe seventy-two (72) hours prior to initiating any demolition activity.
- The contractor shall follow the procedures for handling and disposing of all regulated materials as required by the State of Maine. See MEDEP guidance on Asbestos Inspections.
- Demolitions shall comply with all applicable state and federal regulations.
- All demolition and debris will be removed from site in trucks that have proper covering screens.
- Wind and water erosion shall be done in accordance with the following: Temporary erosion and sediment control measures in keeping with the applicable best management practices shall be in place on premises in as necessary during and after the completion of demolition activity.
- During the course of the demolition project, when temperatures are above freezing the contractor shall practice dust control by wetting down the structure and its debris during the active part of the demolition and loading the debris onto the transport vehicle.
- Temperature and other weather conditions shall be given consideration when scheduling demolitions during the winter months.
- The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- The contractor shall establish direct routes to final disposal site(s) to minimize impact on residential areas.

APPENDIX B: SITE MAP



Notes:

Subject Properties – J29-24 highlighted in yellow

City Notification (2 days prior to demolition) to red shaded properties

Red circle indicates buildings 150 feet from subject property

APPENDIX C: PROPERTY DESCRIPTION



Notes:

Estimate \$100.00 Code Enforcement Demolition Permit

Estimate \$5.00 Public Works Permit

Demolish exhaust stack to approximately roof level

CITY OF SANFORD, MAINE

DEMOLITION OF BOILER HOUSE STACK

PRE-BID: WEDNESDAY, MARCH 1, 2023 @ 11:00 AM

BID DUE: TUESDAY, MARCH 14, 2023 @ 12:00 PM

PROPOSAL FORM

TO: Ian Houseal, Director of Community
Development City of Sanford
City Hall, 919 Main Street
Sanford ME 04073

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **January 30, 2023** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	Boiler House Stack (demolition)	\$
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State equipment to be used: (list all equipment)

List all Sub-Contractors:

Describe any proposed variation from demolition scope outlined:

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

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

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

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

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

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

%	\$
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which is to become the property of the City by forfeiture if the undersigned fails, after notification by the Director of Community Development of the acceptance of his/her proposal, to execute a contract with the City within five (5) days agreed to herein; or, in case the undersigned withdraws his/her proposal within thirty (45) days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	
INDIVIDUAL NAME	
TITLE	
LEGAL ADDRESS	
PLACE OF BUSINESS	
FIRM'S IRS ID #	
DATE	
TELEPHONE #	
FAX #	
E-MAIL ADDRESS	
SIGNATURE	

CITY OF SANFORD, MAINE

DEMOLITION OF BOILER HOUSE STACK

PRE-BID: WEDNESDAY, MARCH 1, 2023 @ 11:00 AM

BID DUE: TUESDAY, MARCH 14, 2023 @ 12:00 PM

SAMPLE AGREEMENT

This Agreement entered into at Sanford, Maine this __ day of _____, 2023, by and between the **City of Sanford** a municipal corporation with a principal place of business in Sanford, York County, Maine (hereinafter referred to as “**City**”, which expression shall include its successors and assigns) and _____ (hereinafter sometimes collectively referred to as “**Contractor**”, which expression shall include their heirs, successors and assigns).

I. WHEREAS:

- A. The City desires to have certain structure demolished at the following locations;
 - **International Woolen Mill, Boiler House Exhaust Stack;**
- B. Contractor desires to provide demolition services to the City for the purposes of accomplishing the complete demolition of **listed locations**; and
- C. The parties have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

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

- A. **Scope of Services:** Contractor agrees and undertakes to demolish **listed locations** in its entirety, according to the Request for Proposals including the specifications, proposal form, and notice to contractors, and all associated appendices attached hereto. The scope of Contractor’s undertaking includes the following:
 - 1. Demolition of the aforesaid structures located upon land in the City of Sanford;
 - 2. Securing all demolition permits from the State of Maine, or the City of Sanford and paying for any fees required with respect to such permit;
 - 3. Removal of all obstructions and debris from the site;
 - 4. Disposition of any and all of the demolition debris *other than stockpiled and (I)* that is sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the City, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set

forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;

5. The Contractor **will not** be responsible for tipping fees, however, any demolition materials not stockpiled or salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement. The contractor shall identify all sites and fee estimates to be used prior to contract signing.
6. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Sanford, including, without limitations, conformity with all the reasonable demands of the Fire Department;
7. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Sanford Police Department and Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the City any permit for the temporary closing of such streets.
8. Structures will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighbors' areas must be policed every day for any debris on his/her properties.
9. During the course of the demolition project, the Contractor must practice dust control by wetting down the structure and its debris as practical and feasible during the active part of demolishing the structure and loading the debris onto the transport vehicles.
10. The contractor shall maintain control of the site from the start of demolition until complete.

B. Time and Sequence of Demolition: Demolition and removal shall be completed within 30 days from Notice to Proceed. In the event during the course of the demolition project, hazardous waste, chemicals, toxic or otherwise, are found to exist, which are known to Contractor at the time of execution of this Contract, the Contractor shall immediately notify the City. The Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to return and be upon the premises for the removal of any "after discovered" materials. Contractor shall commence demolition within five (5) business days after the date of execution of this Agreement.

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

D. Compliance with Laws: The bidder's attention is drawn to the fact that they shall

observe and comply with all applicable Federal and State Laws and Regulations, City Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulations by themselves or by their employees.

- E. **INSURANCE:** The Contractor shall furnish proof of coverage with adequate insurance of the types- and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days from Notice of Award.

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

AUTOMOTIVE LIABILITY INSURANCE: Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE: General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

- F. **Indemnity:** Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims and/or liabilities for (1) injury to person or property arising on or adjacent to the premises proximately caused by Contractor's negligence during the period of Contractor's services; (2) the unlawful, improper or negligent disposal of debris from **listed locations**; (3) the assertion of a lien or right to a lien, whether at law or in equity by any sub-contractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the payment of costs and attorney's fees reasonably incurred by the City in connection with the defense of any action or proceeding arising from such claims and/or liabilities.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act. The Contractor shall defend, indemnify and hold harmless the City from any and all demands, suits or judgements arising in conjunction with or as a result of the Contractor's performance of this contract. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this agreement, its terms and conditions.

- G. **Assignment:** Contractor may not assign or delegate this Contract or their obligations hereunder without the prior express written permission of the City of Sanford.

- H. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the City; the City makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The City is aware of no competing claims of liens which may encumber the property or personal property interests therein.
- I. **Bond Requirements:** Not required for this project.
- J. **Termination:** the City may terminate this Agreement for convenience upon thirty (30) days' written notice to the Contractor, in which case, the City shall pay the Contractor for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the City terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.
- K. **Default:**
1. In Contractor fails to timely perform its obligation hereunder and written notice of such failure shall be sent to Contractor by the City and such defaults is not cured within ten (10) days after receipt of said notice, or if such default shall be of the character that it cannot be completely cured within ten (10) days after receipt of said notice, if Contractor shall not within this period commence to cure such failure and thereafter proceed with reasonable diligence to cure same, the City may terminate this Contract without further obligations to the Contractor. No materials may be removed from the City premises after receipt by Contractor of such ten (10) day notice, unless cure be effectuated.
 2. In the event that the letter of credit furnished pursuant to the provisions of Paragraph I above shall fail to have been renewed for an additional one (1) year term and the expiry date of the letter of credit shall be reached within thirty (30) days, the City shall have the right to draw upon the letter of credit.
 3. In the case where Contractor is required to do any act under the terms of this Agreement, delays which are caused by or resulting from an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time or a reasonable time.
- L. **Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first class mail, and such notice shall be deemed to have been received on the third day following the date of mailing of such notice. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

City to: City of Sanford
Ian Houseal, Director of Community Development
City Hall, 919 Main Street
Sanford ME 04073

the Contractor to: _____

- M. **Integration and Modification:** This Agreement contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear on the face hereof. This Agreement may not be modified or abrogated except by means of a writing signed by both parties.
- N. **Remedies:** Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between the City and the Contractor arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.
- O. **Force Majeure:** Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.
- P. **Severability:** Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- Q. **Miscellaneous:**
 - 1. Any components of **listed locations** which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the City's premises, title to such component shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;
 - 2. Time is of the essence with regard to this Agreement;
 - 3. Contractor agrees to attend pre-demolition meetings with such officials as may be designated by the Director for such purpose by the City. At that time, Contractor shall submit to the City a progress schedule;
 - 4. Contractor shall provide for maintenance of traffic in accordance with Subsection 104.04 and 107.11 of the Maine State Highway Commission Standards

Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:

- a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
- b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other City officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
- c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the City of Sanford. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel, a 48 hour notice will be given by Contractor to the City of Sanford, the Chief of the Fire Department, the Chief of Police and the Public Works Director. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Engineer. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
- d. The City of Sanford or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.
- e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit to arise from the same. No member, officer, or employee of the City of Sanford or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the program assisted under this Agreement.

1)	Boiler House Stack (demolition)	\$
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Owner
CITY OF SANFORD, MAINE

By:

Witness

Steven R. Buck, City Manager

Contractor:

By:

Witness
