

Town of Poland

1231 Maine Street, Poland, ME 04274
Phone: (207) 998-4601
Fax: (207) 998-2002
www.polandtownoffice.org



Assessing 207-998-4651
Code Enforcement 207-998-4604
Recreation 207-998-4650
Fire Rescue 207-998-4689
Public Works/Solid Waste 207-998-2570

June 21, 2016

Bid: Demolition of 1217 Maine Street

Sir/Madam:

Sealed bids will be received in the office of the Town Manager on **Friday, July 22, 2016** until **2:00 p.m.** at which time they will be publicly opened and read on the enclosed specifications for the **Demolition of the structure at 1217 Maine Street.**

Pre-bid meeting and site walk will start on site at **1217 Maine Street** on **Tuesday, July 5, 2016** at **10:00 a.m.** Attendance at this meeting by the bidder or his qualified representative is a **mandatory requirement** for acceptance of a bid from that contractor. Complete bid packages with plans and specifications will be available at the pre-bid meeting.

Special Attention:

The Poland Board of Selectmen reserves the right to accept or reject any and all bids.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Plante', written in a cursive style.

Bradley A. Plante
Town Manager

TOWN OF POLAND, MAINE

DEMOLITION OF STRUCTURE AT 1217 MAINE STREET

BID #: 001-16
BID DATE: July 22, 2016
PRE-BID: July 5, 2016

1. Bids for the demolition of the structure at **1217 Maine Street**, Poland, Maine will be accepted by:

Bradley A. Plante
Town Manager
1231 Maine Street
Poland, Maine 04274

until **2:00 p.m. on July 22, 2016** at the Poland Town Office, 1231 Maine Street, Poland, Maine 04274 at which time bids shall be opened publicly.

SPECIAL NOTE: Pre-bid meeting and site walk will start at **1217 Maine Street on July 5, 2016 at 10:00 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.

2. **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 Town of Poland. The successful bidder **will not** be required to present a 100% Performance and Payment Bond as surety for the performance of the contract.

3. **AWARD OR REJECTION OF BIDS**

- A. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 30 days after the actual date of the opening thereof.
- B. Award shall be based on the most responsive advantageous and responsible bid.

4. **QUALIFICATION OF BIDDERS**

The owner 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 owner all such information and data for this purpose as owner may request. The owner 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.

5. 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 typewriter.
- 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.

6. ADDENDA AND INTERPRETATION

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

7. 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 Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his/her bid.

8. TIME LINE

The contractor shall prosecute the work continuously until completion. Deadline for complete demolition and removal is **30 days from Notice to Proceed**.

Site Walk.....	July 5, 2016
Bids Due.....	July 22, 2016
Bid Awarded on or before.....	August 2, 2016
Start date.	August 8, 2016
Completion date	Within 30 days of Notice to Proceed

9. TIPPING FEES

The contractor **will** be responsible for the cost of any tipping fees however; all demolition materials not salvaged must be disposed of in a legal and responsible fashion.

10. CLAIMS:

The Town of Poland will not be held responsible for any damages or injuries arising out of the actual demolition/removal of the building to an abutter's property. 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 property owner'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 Town of Poland as additional insured**. Certificate of such insurance shall be filed with the Town Manager **within 5 days of Notice of Award**.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees as required by Maine State Law; 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 \$1,000,000 for each occurrence and including completed operations shall be required.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and including completed operations shall be required.

"In the event of cancellation, change or expiration of any of the foregoing policies, ten day (10) written notice will be mailed to the Owner."

11. **PAYMENT**

The Contractor shall submit an invoice to the Town of Poland at the completion of the project. The Town Manager shall verify that all work has been completed in accordance with the specifications. Payment in full will be made no later than 30 days from the receipt of the invoice.

12. **DEFINITIONS**

A. **Property:** All structures located at 1217 Maine Street, Poland, Maine.

B. **Town:** The term refers to the Town of Poland, Maine.

**TOWN OF POLAND, MAINE
DEMOLITION OF STRUCTURE AT
1217 MAINE STREET**

**BID #: 001-16
BID DATE: July 22, 2016
PRE-BID: July 5, 2016**

SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE: Contractor agrees and undertakes to demolish/remove the structure at 1217 Maine Street in its entirety, including removal of foundations.

- A. Demolition of the aforesaid structure located upon the Town of Poland's land;
- B. Securing all demolition permits from the State of Maine, or the Town of Poland and paying for any fees required with respect to such permit;
- C. Removal of all debris from the site;
- D. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Poland; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account but will be considered in the demolition costs, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition debris and, except for such as has been sold for salvage;
- E. The Contractor **will** be responsible for any tipping fees, however, all demolition materials not salvaged must be disposed of in a legal and responsible fashion;
- F. The Contractor shall identify any fill sites to be used prior to contract signing;
- G. Disconnection and capping of any water or sewer service(s) currently connected within the project;
- H. **Foundation walls shall be removed completely.** Concrete floor shall be broken up, removed and cellar hole filled as directed by the Town Manager as part of the base bid;
- 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 ordinances of the Town of Poland, including, without limitations, conformity with the reasonable demands of the Poland Fire/Rescue Department.
- J. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Androscoggin Sheriff's Department or Code Enforcement Officer. 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 Maine Department of Transportation a permit for the temporary closing of such streets. In the event that the performance of the work shall entail any closing of a vehicular access to Maine Street, Contractors agrees to notify the Town at least three (3) days prior to each day on which the accesses will be closed and will place signage in compliance with the Manual on Uniform Traffic Control Devices. In addition, the Contractor shall not so undertake its operations as to block *all* access to any portion of Maine Street except on a Sunday.

K. Any pavement removed shall be disposed of by the Contractor.

L. Concrete and brick shall be disposed of at a designated site.

SPECIAL ATTENTION TO M, N, O & P BELOW:

M. Buildings 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.

N. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing/removing the building and loading the debris onto the 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.

P. Amount of Loam/Seed will be done as directed by Town Manager once demolition has been completed. (Unit price to reflect Loam/Seed/Mulch of area designated.)

PART 2: EXECUTION

2.01 DEMOLITION

A. Demolish all structures covered by this contract including all exterior steps, platforms and underpinning and foundation walls, etc. in accordance with the following terms and conditions:

Demolition shall be done in a manner to maximize the amount of wood materials that will be accepted at Re-Energy.

1. The structures and their components are to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a

nuisance in the area.

2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall be removed in accordance with the regulations of the Poland Fire Department and Maine Department of Public Safety.
 3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed.
 4. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.
 5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping. Should underground oil tanks be identified, they shall be part of the project and the cost shall be part of the bid. The Town shall be responsible for filling in the water well and septic system.
 6. The Town shall also be responsible for removal of the driveway.
 7. 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 removed from the site as quickly as possible and not be stored on site.
 8. The contractor shall comply with all applicable laws and ordinances.
 9. The contractor must exercise proper care in loading so that no waste or salvage material is strewed on public streets, neither during loading nor en route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor.
- B. After the demolition and removal work have been accomplished, the site shall be cleared of all obstructions. Site shall be brought to grade as directed by the Town Manager.

2.02 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 Owner.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition and removal. Any such movable equipment or furnishings remaining on the premises after 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.

TOWN OF POLAND, MAINE

DEMOLITION OF STRUCTURE AT 1217 MAINE STREET

BID #: 001-16
BID DATE: July 22, 2016
PRE-BID: July 5, 2016

PROPOSAL FORM

TO: Bradley A. Plante, Town Manager
Town of Poland
1231 Maine St.
Poland ME 04274

Dear Sir/Madam:

Have 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/removal of structures as required by, and in strict accordance with, the Specifications dated as prepared by the Town of Poland and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition of all structures located at 1217 Maine Street as specified.

Demolition of all structures (to include fill for cellar hole)	\$	
Unit Price for additional fill material	\$	CY
Unit Price to Loam/Seed	\$	CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

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

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 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 Poland and of the State of Maine, in that order.

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

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

10%	\$
-----	----

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

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

**TOWN OF POLAND, MAINE
DEMOLITION OF STRUCTURE AT
1217 MAINE STREET**

**BID #: 001-16
BID DATE: 22 July 2016
PRE-BID: 5 July 2016**

AGREEMENT

This Agreement entered into at Poland, Maine this ____ day of , 2016, by and between the Town of Poland a municipal corporation with a principal place of business in Poland, Androscoggin County, Maine (hereinafter referred to as “**Town**”, which expression shall include its successors and assigns) and _____, a corporation with a place of business at _____ (hereinafter sometimes collectively referred to as “**Contractor**”, which expression shall include their heirs, successors and assigns).

I. WHEREAS:

- A. The Town desires to have certain buildings located at 1217 Maine Street demolished;
- B. Contractor desires to provide demolition services to the Town for the purposes of accomplishing the complete demolition of 1217 Maine Street; 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 1217 Maine Street in its entirety, including garage. The specific scope of Contractor’s undertaking is as follows:
 - 1. Demolition of the aforesaid structures located upon the Town of Poland’s land;
 - 2. Securing all demolition permits from the State of Maine, or the Town of Poland and paying for any fees required with respect to such permit;
 - 3. Removal of all debris from the site;
 - 4. Asbestos Containing Materials have been removed by others. Should ACM be identified, work shall stop and the Town shall be notified;
 - 5. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Poland; 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 Town with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;

6. The Contractor **will** be responsible for any tipping fees, the Contractor shall identify all fill sites to be used prior to contract signing.
7. Disconnection and capping of any water or sewer service(s) currently connected at 1217 Maine Street;
8. Foundation walls, footers and floors shall be completely removed and disposed of. The foundation hole shall be filled as directed by the Town Manager as part of the Base Bid;
9. 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 Town of Poland, including, without limitations, conformity with the reasonable demands of the Poland Fire Department;
10. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Androscoggin Sheriff's Department or Code Enforcement Officer. 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 Maine Department of Transportation any permit for the temporary closing of such streets.
11. Buildings 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.
12. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.
13. 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.

B. Time and Sequence of Demolition:

Demolition shall be completed **within 30 days from Notice to Proceed.** In the event during the course of the demolition project, additional asbestos, 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 Town. 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) days** after the date of execution of this Agreement.

C. Contract Price and Payment: The Town 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 Town harmless from and indemnify the Town against any liability for the collection of such tax.

D. Responsibility for Hazardous Materials: Contractor shall not be responsible under the terms of this Contract for the removal, demolition or disposal of any asbestos or other hazardous materials, substance or wastes at 1217 Maine Street.

E. 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, Town 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 Town 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.

F. **INSURANCE:**

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the Town of Poland as additional insured**. Certificate of such insurance shall be filed with the Town Manager **within 5 days from Notice of Award**.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees in accordance with Maine State Law; 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 \$1,000,000 for each occurrence.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and including completed operations shall be required.

- G. **Indemnity:** Contractor shall indemnify the Town against and hold the Town of Poland harmless from 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 1217 Maine Street; (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 Town 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 indemnify and hold harmless the Town 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.

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

- I. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the Town; the Town makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any

- M. **Arbitration:** In the event of a dispute arising out of this Contract, the parties agree to submit such dispute to binding arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, except that there shall be a single arbitrator, appointed by agreement of the parties, and if the parties are unable to agree upon an arbitrator, then an arbitration shall be appointed by the Superior Court pursuant to 14 M.R.S.A Section 5929; provided, nevertheless, that the agreement to arbitrate shall not preclude resort by either party to a Court of general jurisdiction for the purpose of seeking interlocutory relief, to the extent such relief may be available.
- N. **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.
- O. **Miscellaneous:**
1. Any components of 1217 Maine Street which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the Town's premises, title to such component shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;
 2. Time is of the essence with regard to this Agreement;
 3. Contractor agrees to attend pre-demolition meeting with such officials as may be designated for such purpose by the Town. At that time, Contractor shall submit to the Town a progress schedule;
 4. Contractor shall provide for maintenance of traffic in accordance with Sub-section 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 Androscoggin Sheriff's Department, the Chief of the Fire Department, and other Town officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
 - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition/removal, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the Town of Poland or State of Maine. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel (by permission of the Maine DOT), a 48 hour notice will be given by Contractor to the Town of Poland, the

Androscoggin Sheriff and the Poland Fire Department. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the 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 Town of Poland 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 Town of Poland 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.

ITEM PAYMENT DESCRIPTION OF WORK

1 Lump Sum Demolition of the structure located at 1217 Maine Street as specified.

Demolition & removal of all structures (to include fill for cellar hole)	\$	
Unit Price for additional fill material	\$	/CY
Unit Price to Loam/Seed	\$	/CY

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

Signed, Sealed and Delivered
in the presence of

Witness

Owner
TOWN OF POLAND, MAINE

By: _____
Bradley A. Plante, Town Manager

Contractor:

Witness

By: _____