

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

**INSTRUCTIONS FOR BIDDERS**

**BID DATE: 2:00PM, Wednesday, April 30<sup>th</sup>, 2025**

- 1) Bids for the removal of structures and Standish Brook culvert removal will be accepted until 2:00 p.m. on Wednesday, **April 30<sup>th</sup>, 2025** at the office of the Portland Water District located at 225 Douglass Street, Portland, Maine 04102 at which time bids shall be opened.

Please send bids to:

Portland Water District  
Attn: Wesley Gilbert, Purchasing Agent  
225 Douglass Street  
P.O. Box 3553  
Portland, Maine 04104-3553

- 2) **BID SECURITY**

No proposal will be considered unless it is accompanied by a Certified Check or Bid Bond in the amount of five (5%) percent of the bid price, in favor of the Portland Water District. The successful bidder will be expected to present Performance and Payment Bonds in the amount of one hundred (100%) of the bid price as surety for the performance of the contract. The Performance and Payment Bonds will be required prior to the execution of the contract and will be released within ten (10) days after the work has been completed and accepted by the District.

- 3) **AWARD OR REJECTION OF BIDS**

The District reserves the right to waive any informality in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed in the best interest of the District to do so. Any bid received after the time and date specified shall not be opened or considered. No bid may be withdrawn within 30 days after the actual date of the opening thereof.

- 4) **QUALIFICATION OF BIDDERS**

The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as it may request. Since the project is located in the shoreland zone of Sebago Lake, the contractor must be certified in Erosion and Sedimentation Control by the Maine Department of Environmental protection. The District reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the District that the bidder is

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

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 type-writer. All required attachments must be included with the original sealed bid.

{B} Proposal 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 Purchasing Agent at the District at the address listed above or at [wgilbert@pwd.org](mailto:wgilbert@pwd.org).

7) PRE-BID SITE VISIT

A non-mandatory pre-bid site visit will be held on Wednesday, April 23, at 1:00pm at 11 Maple St, Standish, Maine. Attendance is encouraged but not mandatory.

8) 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 bid.

9) TIME OF COMPLETION

The demolition of the buildings can occur as soon as contracts have been signed, a pre-construction meeting is held, and all required permits received.

Work related to the culvert removal ("In-stream" work) shall not begin prior to **July 15<sup>st</sup>, 2025. All construction contained in this bid-package must be completed before September 30<sup>th</sup>, 2025.**

10) TIPPING FEES

The contractor will be responsible for tipping fees. All demolition materials not salvaged must be disposed of in a legal manner at an approved site.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

Documentation of disposal shall be provided to the District.

11) INSURANCE

1) General Requirements:

- a) The vendor shall file appropriate Certificates of Insurance with the DISTRICT. All Certificates of Insurance shall provide that notice shall be given to the DISTRICT at least thirty (30) days prior to the expiration or termination of any insurance and shall name the DISTRICT and Cumberland County Soil & Water Conservation District (CCSWCD) as an additional insured. CCSWCD will be providing construction oversight for the culvert removal portion of the work in conjunction with DISTRICT water resources staff. This notice shall be in writing.
- b) All Certificates of Insurance provided to the DISTRICT shall be issued by companies licensed and registered to do business in the State of Maine.
- c) All Certificates of Insurance coverage shall be delivered to the District prior to the work commencing.
- d) Prior to the expiration date of any insurance, the vendor shall furnish to the DISTRICT a certificate showing the insurance then maintained by or on behalf of the vendor pursuant to these requirements.

2) Specific Coverage. Insurance to be carried by the vendor shall, as a minimum, include:

- a) Commercial general liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 and \$2,000,000 aggregate to include completed operations coverage. The DISTRICT and CCSWCD must be named additional insured on this insurance. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
- b) Automobile liability insurance, including but not limited to, coverage for owned, non-owned, and hired vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and property damage. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
- c) Workers' Compensation Insurance providing statutory benefits, in each case as required by law. The vendor shall also require that all subcontractors carry this same insurance with the same limit.
- d) Other insurance appropriate to the work, e.g.: Diving, Aircraft, Umbrella, Professional, Environmental Impairment.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

12) PAYMENTS

The contractor may submit pay requests monthly for the work completed. Retainage in the amount of 5% will be held until the project is complete and all punchlist items are completed. The retainage may be reduced based on remaining punchlist items at the discretion of the Engineer and upon request from the Contractor.

13) DEFINITIONS

{A} Property: All structures located within the boundary lines as indicated on the plans and maps including, but not limited to, the granite culvert and overburden soil.

{B} District: The term refers to Portland Water District.

{C} CCSWCD: The term refers to Cumberland County Soil & Water Conservation District.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

**PROPOSAL**

**BID DATE: 2:00PM, Wednesday, April 30<sup>th</sup>, 2025**

TO: Portland Water District  
Attn: Wesley Gilbert, Purchasing Agent  
225 Douglass Street  
P.O. Box 3553  
Portland, Maine 04104-3553

Dear Sir:

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 scope of work as defined and required by, and in strict accordance with, the Specifications and Plans dated April, 2025 as prepared by the Portland Water District and that the District will accept in full payment thereof the following sum to wit:

Item No.	Description	Units	Unit price	Total
1	Standish Intake Building Demolition	LS		
2	Chlorine Injection Building Demolition	LS		
3	Standish Brook Culvert Work	LS		
			Sum of All Items:	

**Instream portions of the Standish Brook Culvert Work must be completed between July 15<sup>th</sup> and September 30<sup>th</sup>, 2025.**

Items accompanying this bid:

- Maine Erosion and Sedimentation Certification/ID number
- Bid Bond of 5%

The undersigned acknowledges the receipt of addenda numbered:

# \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

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 Portland Water District 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 District Charter. The full names and addresses of all persons and 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):

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED/TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

FIRM'S IRS I.D. #: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

**BID DUE DATE: April 30<sup>th</sup>, 2025**

**SPECIFICATIONS**

**PART I: GENERAL**

**1.01 SCOPE**

Items 1 and 2: The work covered by this specification includes the furnishing of all labor, materials, equipment, and incidentals and the performing of all operations in connection with demolition work and/or structure removal as herein specified.

Item 3:

The work covered by this specification includes the furnishing of all labor, materials, equipment, and incidentals and the performing of all operations in connection with plans prepared by CCSWCD dated April 2025 and titled Standish Brook Granite Culvert Removal

**Item 1: Standish Intake Building Demolition Scope**

- 1) Obtain copies and review all required permits obtained by PWD. Possible pertinent permits include Town of Standish permit and Maine DEP Permit by Rule for soil disturbance within 75 ft of a resource.
- 2) Temporarily remove the chain link fence section parallel to Maples St to gain access to the site.
- 3) Remove and dispose of interior sections or chain-link fence (two approximately 100ft sections).
- 4) Install erosion control mulch berm around entire perimeter of all areas to be disturbed.
- 5) Remove and dispose of the building, the concrete foundation, all associated impervious surfaces.
- 6) Back-fill the foundation hole and associated impervious surface removal depressions with clean aggregate to 6" below grade (possibly sourced from adjacent projects).
- 7) Clean up and remove all debris.
- 8) Spread 6" of loam over all disturbed areas.
- 9) Hydro-seed all disturbed areas with conservation mix.
- 10) Reinstall the existing chain link fence section and gate parallel with Maple Street.
- 11) Repair any damage done, if any, to the roadway on Maple Street.

**Item 2: Chorine Injection Building Demolition Scope**

- 1) Obtain copies and review all required permits obtained by PWD. Possible pertinent permits include Town of Standish permit, and Maine DEP Permit by Rule for soil disturbance within 75 ft of a resource.
- 2) Access the site via the upland side of the railroad right of way as shown on plans.

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

- 3) Install erosion control mulch berm along both sides of the travel way, perimeter of the demolition area, and any other areas where soil disturbance will occur per plans and details.
- 4) Remove and dispose of the building, the concrete foundation, and all associated debris.
- 5) Provide temporary erosion and sedimentation control as necessary to stabilize the site and prevent material from getting into the newly exposed brook and/or Sebago Lake. Erosion control measures should be intended to stabilize the site to prepare for and complete the subsequent granite culvert removal project.

**Item 3: Granite Culvert Removal & Stream Restoration Scope**

- 1) Obtain copies and review all required permits obtained by PWD. Possible pertinent permits include Town of Standish permit and Maine DEP Permit By Rule for soil disturbance within 75-feet of a resource.
- 2) Access the site from Maple Street on the south side of the railroad right of way.
- 3) Install all prescribed erosion and sediment control practices to include the stabilized construction entrance at Maple Street, a temporary erosion control mix berm along the south side of the access road, and the sediment barriers downstream of the existing culvert outlet. Provide other temporary erosion and sediment control as necessary to stabilize the site and prevent material from getting into the newly exposed brook and/or Sebago Lake.
- 4) Identify a laydown and stockpile area and install appropriate E&SC measures.
- 5) Prep site by removing vegetation and trees identified for removal by PWD.
- 6) Set up cofferdams and dewatering station as needed to perform work in the dry to the greatest extent possible as shown in plans and details.
- 7) Remove and dispose of approximately 50 LF of inactive rail and railbed material.
- 8) Excavate and dispose of approximately 2300 CY (in-place) of overburden soil.
- 9) Remove and dispose of approximately 250 LF of 30-inch by 30-inch granite culvert.
- 10) Restore approximately 250 LF of stream bed channel.
- 11) Clean up and remove all debris.
- 12) Repair any damage done, if any, to the roadway on Maple Street.

1.02 GENERAL

{A} PWD will obtain and pay for demolition and removal permits from the Code Enforcement Officer, Town of Standish, Maine. **The District is responsible for inspection of the premises inspected for asbestos and universal wastes in advance of demolition and found that none were present.**

{B} Contractor shall inform the proper authorities in the Town of Standish of intent to demolish and remove. Inform Dig Safe and all utility companies including the gas company, telephone company and Central Maine Power Company of intent to demolish and removal and make necessary arrangements as required for removal of all utilities. Coordinate timing of work with Standish Public Works with respect to Road Weight Limit



**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

Postings.

{C} Prior to any removal of rubbish or debris from the site, furnish written notice to the owner of the local disposal site(s) to be used for debris from demolition work on this project.

#### 1.03 PROTECTION

{A} Care shall be taken to protect the public at all times. Materials shall not be deposited or allowed to fall on adjacent property or into any adjacent water body.

{B} Use all means necessary to prevent the spread of dust during the performance of the work of this section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the neighbors.

{C} Cutting of any trees shall be kept to an absolute minimum and the cutting plan approved by the District prior to any work being done. The District will work with the Contractor to identify trees that need to be removed as part of the project. Only those trees identified as needing to be removed as part of the project may be removed.

#### 1.04 PROTECTION OF ADJACENT STRUCTURES

{A} The work of demolishing the buildings and structures shall be carried on in a manner that will insure the safety of adjacent property which is occupied, and persons occupying such property against any damages or injuries which might occur from falling debris or other cause, and so as not to interfere with the use of adjacent buildings and structures or the free and safe passage to and from the same.

{B} Take every precaution to guard against any movement or settlement of adjacent buildings, sidewalks or streets and provide and place bracing or shoring necessary or proper in connection therewith, and be solely and entirely responsible for the complete safety and support of such buildings and be solely liable for any such movement or settlement and any damage or injury caused thereby or resulting therefrom. If at any time the safety of any adjacent building or structure shall appear to the owner or to the contractor (or should reasonably appear to the contractor if the contractor were in the exercise of caution) to be endangered, then cease operations and, at the sole expense of the contractor, and however great the same may be, take all proper means to support such building or structure and do not resume operations until permission has been secured in writing from the owner.

{C} Take adequate precautions to protect all walks, roads, streets, curbs, pavements, trees and planting, outside the property line, and repair and replace or otherwise make good, as directed by the District, any such or other damage so caused, specifically including the driveway across 23 Dog Leg Road.

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

1.05 UTILITIES

{A} Discontinuance or Interruption

Before starting demolition, be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the continuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies or corporation, Police Department, Fire Department, and Public Works Department such as gas, electricity, steam, low tension system, telephone, telegraph, police signal, fire alarm, water, sanitary sewer, storm drainage, and without limiting the generality of the foregoing, including any system under this contract. Before starting demolition, securely cap at the property line, all sanitary sewer, water and storm drainage pipes leading from the buildings to existing mains in accordance with the regulations of the utility agency involved. Demolition shall not be started until said sewer, water and storm drainage pipes have been inspected by the Standish Department of Public Works and/or the Portland Water District.

{B} Protection

Should any damage occur to a utility which is to remain as a result, in the judgment of the Town of Standish and/or the Portland Water District, of this operation, repair all damage to any such utility to the satisfaction of the Town of Standish and/or the Portland Water District, at no expense to the Town of Standish or the Portland Water District.

PART II - EXECUTION

2.01 DEMOLITION OR RELOCATION

{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:

- 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 Standish Fire Department and Maine Department of Public Safety and Maine Department of Environmental Protection.
- 3) Stone, concrete and masonry walls, chimneys, etc. shall be removed.
- 4) No structures shall be removed substantially as a whole. All structures shall be

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

demolished completely on the premises. 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.
- 6) Once the work of demolition is started, it shall be continued to completion, uninterrupted except for nights, weekends 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.
- 7) The Contractor shall comply with all applicable laws and ordinances.
- 8) 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.
- 9) The Contractor shall locate all septic tanks and or cesspools and shall pump them out and fill them with sand or gravel.

{B} After the demolition and removal work has been accomplished, the site shall be cleared of all obstructions and the cellar cleaned of all debris.

- 1) Site shall be leveled to within 6" of the existing grade with gravel or sand to cover any cellar or foundation. Gravel or sand shall be free from loam, peat and clay, well graded as follows:

SIEVE SIZE	TOTAL % Passing of Wt.
2 inches	100%
1 ½ inches	95-100%
¾ inches	50-85%
#4	30-55%
#40	10-35%
#200	0-5%

- 2) Stone dust may be substituted for gravel.

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

- 3) Place fill in 18" lifts and compact to 95% of density at the optimum moisture content (Standard Proctor Test).

## 2.02 CLEAN UP

{A} All debris resulting from the operations 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} All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and shall be removed from the premises.

## 2.03 SEDIMENTATION AND EROSION CONTROL

### PART 1: GENERAL

#### 1.1 SCOPE

- A. The Contractor shall provide a Sedimentation/Erosion Control Plan to the District for review and approval and furnish all labor materials, equipment and incidentals necessary to perform all installation, maintenance, removal and area cleanup related to sediment and erosion control work as specified herein. The work shall include, but not necessarily be limited to installation and maintenance of erosion control berms, erosion control blanket and final mulching upon completion.

#### 1.2 REFERENCE MANUAL

- A. Except as otherwise specified herein, the material and construction shall be in accordance with the Department of Transportation "Standard Specifications for Highways and Bridges of the State of Maine" and the "Maine Erosion and Sedimentation Control Handbook for Construction, Best Management Practices" (BMP Handbook).

#### 1.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES

- A. Minimizing the exposed soil areas on the construction site is one of the most important and reliable methods of erosion control. The Contractor must phase the work on the site so that areas of bare soil will be minimized. Exposed areas must be treated as described below and in the BMP Handbook. Temporary erosion and sedimentation control measures will include berms of erosion control mix. These measures are described in more detail below.
- B. A berm of erosion control mix a minimum of eighteen (18") inches high and four (4') feet wide will be placed down slope of all construction areas and located as

**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

shown on the submitted erosion control plan.

- C. A stabilized construction entrance to limit tracking onto Maple Street.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. The Contractor shall be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off site areas or into streams and wetland areas via surface runoff or underground drainage systems. Measures necessary to prevent the movement of sediment off site, control erosion or stabilize disturbed areas shall be installed and maintained at no additional cost to the Owner prior to beginning the removal of the buildings. The Owner shall inspect and approve in writing that the sedimentation and erosion control measures are installed to its satisfaction before demolition work begins.
- B. Sedimentation and erosion control measures shall conform to the requirements of the BMP Handbook.

#### 1.5 SEQUENCE OF DEMOLITION

- A. All erosion control mix berms shall be in place below or adjacent to demolition areas before this actual demolition begins. These devices shall remain in place throughout the project. These berms shall be inspected weekly throughout the project. They shall be repaired or replaced when necessary. These berms and the final mulching shall be left on site at the completion of the project and will be removed by the District at a later date.

### PART 2: PRODUCTS

#### 2.1 MATERIALS

- A. Erosion Control Mix – Mulch – The mix composition shall conform to the following standards: The organic matter content shall be between 20% and 100% dry weight basis. Particle size by weight shall be 100% passing a 6” screen and between 70-85% passing a 0.75” screen. The organic portion needs to be fibrous and elongated. Large portions of silts, clays or fine sands are not acceptable in the mix. Soluble salts content shall be less than 4.0 mmhos/cm. PH shall range between 5.0 and 8.0.
- B. Biodegradable Erosion Control Blanket – North American Green Inc. Model C125BN or approved equal.
- C. Biodegradable Blanket Pins – North American Green Inc. Bio-Stake or approved equal.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

**PART 3: EXECUTION**

**3.1 INSTALLATION**

**A. Erosion Control Mix Berm Installation**

Position erosion control mix berm as necessary to prevent off site movement of sediment produced by construction activities as directed by the Owner.

Erosion control mix berm shall be a minimum of eighteen (18") inches high and four (4') feet wide.

**B. Final Site Restoration**

The Contractor shall spread a minimum of 3" of erosion control mix over all disturbed areas except for areas hydroseeded as specified for Item 1. The temporary erosion control berm shall remain in place.

**3.2 MAINTENANCE AND INSPECTIONS**

**A. Inspections**

Contractor shall make a visual inspection of all sediment control devices weekly, immediately before and after every rain or snowstorm or period of thawing and runoff.

The Owner may source an outside representative to conduct inspections, the contractor will correct any deficiencies found during those inspections within 72 hours.

If such inspection reveals that additional measures are needed to prevent movement of sediment to off site areas or into streams or wetland areas, Contractor shall promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

**AGREEMENT BETWEEN THE  
PORTLAND WATER DISTRICT  
AND  
«COMPANY\_NAME»**

**AGREEMENT** entered into this \_\_\_\_\_ day of «MONTH», 2025 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation, with a mailing address of P.O. Box 3553, Portland, ME 04104-3553 (hereinafter “**PWD**”), and «COMPANY\_NAME» a Maine corporation located at «ADDRESS» hereinafter the (“**CONTRACTOR**”).

**W I T N E S S E T H:**

**WHEREAS, PWD** has solicited bids for «PROJECT\_TITLE»; and

**WHEREAS**, after review of the bids, **PWD** has determined that the **CONTRACTOR** has the requisite knowledge and expertise to perform the work needed by **PWD**;

**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 and instructions issued to the **CONTRACTOR** by **PWD** and in accordance with **CONTRACTOR's** proposal. A copy of the specifications is attached hereto and incorporated herein as Exhibit A. A copy of the **CONTRACTOR's** proposal is attached hereto as Exhibit B.

In the event of a conflict between the attachments and this Agreement, this agreement shall govern.

2. **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. Unless a longer warranty period is specified by **CONTRACTOR**, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **PWD**.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

3. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain insurance coverage as required by **PWD** in the amounts shown on Exhibit C, attached hereto and incorporated herein by reference. **PWD** shall be named as additional insured on **CONTRACTOR**'s general liability coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **PWD** of termination of insurance from insurance company or agent.
4. The **CONTRACTOR** shall furnish to **PWD**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Material 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 **PWD**.

The Bonds shall remain in effect for one (1) year after final acceptance of the Work, and protect the **PWD**'s interest in the one (1) year guaranty of workmanship and materials, and also shall insure settlement of claims, for the payment of all bills for labor, materials and equipment by the **CONTRACTOR**.

5. Neither the final payment nor any part of the retained percentage shall become due until the **CONTRACTOR**, if required, shall deliver to **PWD** a complete release of all liens which might arise from the Work, or receipts in full in lieu thereof; and if required, in either case, an affidavit reciting that so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien might be filed. The **CONTRACTOR** may, if any subcontractor should refuse to furnish a release or receipt in full, provide a bond, satisfactory to **PWD**, to indemnify it against any lien. If any lien should remain unsatisfied after all payments have been made, the **CONTRACTOR** shall refund to **PWD** all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees. This requirement is in addition to and supersedes any conflicting condition which may appear in the General Conditions.

Any Mechanic's Lien or any other lien which may be filed against the Premises which are the subject of this Contract by reason of the Work described herein shall be defended (by counsel reasonably accepted to **PWD**) and promptly discharged by the **CONTRACTOR** at its own expense. If the **CONTRACTOR** should fail, either to defend **PWD** against the lien or to discharge it, then **PWD** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by **PWD**, the **CONTRACTOR** will promptly reimburse **PWD** for all of its costs and expenses in so doing, including, but not limited to, reimbursement of **PWD**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien. This requirement is in addition to, and supersedes any conflicting condition which may appear in the General Conditions.



**Portland Water District**  
**Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot 39 and Standish Brook Culvert Removal Project**

6. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless **PWD**, 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.
7. Work performed under this Agreement shall be completed in accordance with a schedule set by **PWD's** «PROJECT\_MANAGER», unless the time for performance is otherwise extended by **PWD** in writing.
8. The **PWD** shall compensate the **CONTRACTOR** a lump sum amount of «TOTAL\_COST\_WORDS»(«TOTAL\_COST\_»). In no event shall the total amount paid by the **PWD** exceed the above amount, unless prior approval is obtained from **PWD**.
9. **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices. Payment for such work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said invoices and acceptance of the work by «PROJECT\_MANAGER». **PWD** shall have the right to review **CONTRACTOR's** records related to services performed under this Agreement upon reasonable notice to **CONTRACTOR**.
10. **PWD** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
11. **PWD** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days prior written Notice to **CONTRACTOR**. If Agreement is terminated by **PWD** for convenience, **PWD** shall pay **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
12. All work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations. In addition, **CONTRACTOR** shall comply with **PWD's** motor vehicle idling policy, a copy of which will be provided to **CONTRACTOR** upon request.

**Portland Water District  
Demolition and Removal of PWD Buildings Located on Standish Tax Map 14, Lot  
39 and Standish Brook Culvert Removal Project**

**IN WITNESS WHEREOF**, the said **PORTLAND WATER DISTRICT** has caused this Agreement to be signed and sealed by David Kane, its Treasurer, thereunto duly authorized and **CONTRACTOR** has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and date first above written.

**SAMPLE – DO NOT  
SIGN**

**WITNESS:**

\_\_\_\_\_

**PORTLAND WATER DISTRICT**

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

Its

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR**

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

Printed name: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Corporate Counsel

Approved:

\_\_\_\_\_  
Purchasing Agent