



**City of Sanford/Village of Springvale, Maine**

**NOTICE OF BIDS**

**FOR: STREETPAINTING**

The City of Sanford, Maine will receive sealed bids for: **STREETPAINTING** until **11:00 a.m. on Thursday, March 14, 2019** at the Public Works Office, 156 School Street, Sanford, Maine, at which time and place all bids will be publicly opened and read aloud. The Invitation to Bid, Instructions to Bidders, Bid Specifications, Supplemental Specification, and Bid Proposal Exhibits are available at the Public Works Office and online at [www.sanfordmaine.org](http://www.sanfordmaine.org) under **Businesses: Bids: Open Bids**.

DATE: February 12, 2019

By: Matthew E. Hill, P.E.

Matthew E. Hill, P.E.  
Public Works Director  
City of Sanford, Maine



## INSTRUCTIONS TO BIDDERS:

Bids shall be received by the City of Sanford, Maine at the place and until the time specified in the

"NOTICE OF BIDS" for: STREETPAINTING then publicly read aloud for the information of bidders and other interested parties who may be present either in person or by representative.

### 1. PREPARATION OF BIDS

- a. Bids shall be submitted in triplicate. Bid forms furnished by the City of Sanford or copies thereof shall be used, and strict compliance with the requirements of the Invitation to Bid, these instructions, and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Exhibits attached hereto shall be considered non-responsive to the Invitation to Bid. Each Bid Proposal Form must be accompanied by a copy of the Specifications.
- b. Each bid must give the full business address of the bidder and be signed by an authorized representative or partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "President," "Secretary," "Agent," or other title without disclosing their principal, may be held to be the bid of the individual signing.
- c. Erasure or other changes in the bids must be explained or noted over the signature of the bidder.
- d. Anyone submitting a bid shall agree to pass along to the City of Sanford any discounts, rebates or subsidies available as a result of abnormal or seasonal market conditions.



2. ALTERNATIVE BIDS

Alternative bids will not be considered unless explicitly called for in the Invitation to Bid.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing, addressed and forwarded to [mehill@sanfordmaine.org](mailto:mehill@sanfordmaine.org), or Matthew E. Hill, P.E., Director of Public Works, City of Sanford, 156 School Street, Sanford, Maine 04073. Questions are due two (2) weeks before addendum and answers will be posted online one (1) week before the date of the opening of bids. Every interpretation made to a bidder will be issued in the form of an addendum publicly posted on [sanfordmaine.org](http://sanfordmaine.org) under Businesses, Bids and Open Bids. All such addenda shall become part of the contract documents.

4. CONDITIONS OF WORK

Each bidder must visit the sites of work and inform themselves of the conditions relating to the area in which the work shall be performed. Failure to do so will not relieve a successful bidder of their obligations to furnish all equipment, material, and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in this Invitation to Bid. The City of Sanford disclaims any and all responsibility for injury to bidders, their agents, or others while examining the work site or at any other time.

5. EXAMINATION OF SPECIFICATIONS AND SCHEDULE

Each bidder or his authorized agent is expected to examine the specifications, contract documents and all other instructions pertaining to the work, which will be open to his inspection. Failure to do so will be at the bidders own risk, and he cannot secure relief on the plea of error in the bid. At its sole discretion, the City of Sanford may accept or reject bids that do not comply with the specifications, contract documents and all other instructions pertaining to the work.

6. PERSONS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one person by or in the name of his clerk, partner, or other person, all such bids shall be rejected.



7. QUALIFICATIONS OF BIDDER

Each bidder must furnish a statement of bidders experience and their organization's experience with regard to the work specified as noted in the Bid Exhibits. The statement shall be submitted with the bid. The City of Sanford shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Sanford all such information and data for this purpose as the City of Sanford may request.

The City of Sanford reserves the right to reject any and all bids at its sole discretion.

8. SUBMISSION OF BID

Each bid shall be placed in a separate envelope clearly marked on the outside:

BID FOR: STREETPAINTING and this envelope shall be placed in a second envelope for mailing purpose if necessary.

9. TIME OF OPENING OF BIDS

Bids received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived at their sole discretion, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Electronically submitted bids (email or fax) will not be considered.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.

11. FORM OF AGREEMENT

The successful bidder shall be required to sign a standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.



12. FINANCIAL REQUIREMENTS OF THE CONTRACTOR

All insurances as noted in the standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.

13. AWARD OF CONTRACT

The Sanford City Council reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, and otherwise to act as it deems to be in the best interests of the City of Sanford. The decision of the Sanford City Council in awarding a bid shall be in accordance with the City of Sanford's Purchasing Manual.

The City reserves the right to accept multiple bids and establish a prequalified list of contracted companies to perform work on a project-by project basis or as Contractors' schedules and availabilities allow for the convenience of the City.

14. TAXATION AND COMPLIANCE

The City of Sanford is a municipal corporation organized under the laws of the State of Maine and so its purchase of goods is exempt from State, Federal, local sales, and use taxes. The successful bidder agrees to comply with all applicable Federal, State, and local statutes, laws, codes, rules, regulations, ordinances, and orders in the performance of the contract.

DATE: February 12, 2019

City of Sanford

By: Matthew E. Hill, P.E.

Matthew E. Hill  
Public Works Director

**BID SPECIFICATIONS**  
**FOR STREET PAINTING**  
**SANFORD/SPRINGVALE**

Contractors shall submit bid proposals for the striping and painting of roadways and paved areas at sites on the City of Sanford, areas to be designated by the Sanford Public Works Department. Potential areas of work include all City-owned properties, school properties, Public properties, Public Rights-of-Way, etc.

Description:

This work shall consist of furnishing and placing striping, painting, and all other related items as noted in close conformity with the plans or as authorized and directed by the Department of Public Works.

Construction Standards and Materials Specifications:

1. Item numbers, descriptions, pay units, and materials shall conform to the MaineDOT Standard Specifications found here:

<http://maine.gov/mdot/contractors/publications/standardspec/>

2. Standard Details include those attached to these specifications including references to MaineDOT Standard Details that can be found here:

<http://maine.gov/mdot/contractors/publications/standarddetail/>

3. The Contractor shall be responsible for familiarizing themselves with and providing materials that shall conform to the requirements specified by the MaineDOT Standard Specifications, November 2014 Edition, sections 708.03 and 712.05.

Layout:

The layout of paint pavement markings should follow the details contained in this bid specification document as well as the MUTCD (Manual on Uniform Traffic Control Devices) for Stop and Yield Lines (MUTCD 3B.16), Crosswalk Markings (MUTCD 3B.18), and Pavement Word and Symbols Markings (MUTCD 3B.19).

Schedule:

The Contractor shall contact the Public Works Department at least two (2) working days prior to commencing work to coordinate the scheduling of work with an informed weather forecast. This schedule will also allow the City to provide adequate notice to the Public and to coordinate with

police and emergency response services. If a Contractor schedules work and then fails to mobilize twice during an annual period, the City reserves the right to reassign the work to another Contractor as determined by the Director of Public Works.

All painting operations will either be performed between the hours of 9:00 pm and 5:00 am or will need to be protected from traffic via an approved stationary traffic control enclosure until the paint/plastic is set and not able to be tracked by traffic.

With the exception of observed holidays, all days of the week are permissible to schedule the overnight work while day work will only be permitted during regular working hours of the Department of Public Works (Monday through Friday from 6:30 am to 4:30 pm).

#### Method of Measurement:

The centerline truck mounted unit shall have a working meter that is capable of recording the actual amount of linear feet striped. Approximations by the Contractor shall not be acceptable and, in the event of discrepancies in the number of feet striped, the City of Sanford's records included in this bid document shall control unless the Contractor proves otherwise.

Templates to standardize paint pavement markings such as arrows, letters, and any other templates pertaining to the street painting process will be provided by and utilized by the Contractor. Templates shall conform to MaineDOT Standard Details, November 2014 Edition which can be found online here: <http://maine.gov/mdot/contractors/publications/standarddetail/> under Section 627. Paint Pavement Markings shall be paid by the square foot according to the unit area per marking noted in the Standard Details.

Crosswalks and stop bars shall be painted using location, style, and frequency according to the details included in this bid specification document. If a different style of crosswalk is present than the one called for in this bid specification document, the existing crosswalk shall be removed using the applicable contract items before painting commences.

All traffic control required for the work in this contract (including but not limited to trucks, signs, and cones) is considered incidental to the contract items and no separate or additional payment will be made. The only exception to this stipulation is that the City of Sanford will be responsible for providing Uniformed Officers with Vehicle if necessary as determined by the Director of Public Works.

#### Mobile Operations:

The safety vehicles accompanying the line striper provided by the Contractor will consist of at least one shadow vehicle with flashing beacons equipped a warning sign advising wet paint facing the trailing traffic. This truck with the wet paint sign shall be last in any vehicle procession (including Department trucks, police escort, etc.).

The Contractor shall comply with the safety regulations as set forth by OSHA (Occupational and Safety Health Administration) at all times.

Upon execution of contract, the Contractor shall submit a Mobile Operations Traffic Control Plan according to the provisions of the MUTCD for review and approval by the Department of Public Works. The Contractor shall also submit for review and approval all other pertinent Traffic Control plans to be used in stationary operations (i.e. crosswalk and stop bar striping). The Contractor shall comply with all approved Traffic Control Plans.

Acceptance:

Paint shall not be placed during inclement weather or temperature extremes that threaten the durability or cause the paint to have excessive drying time outside of the protected work zone.

All painted pavement marking items shall be accepted or rejected based on this application effort, applied thickness, and reasonable linear aesthetics.

Basis of Payment:

The accepted quantities of the items below will be paid for at the contract unit price per the respective item as specified.

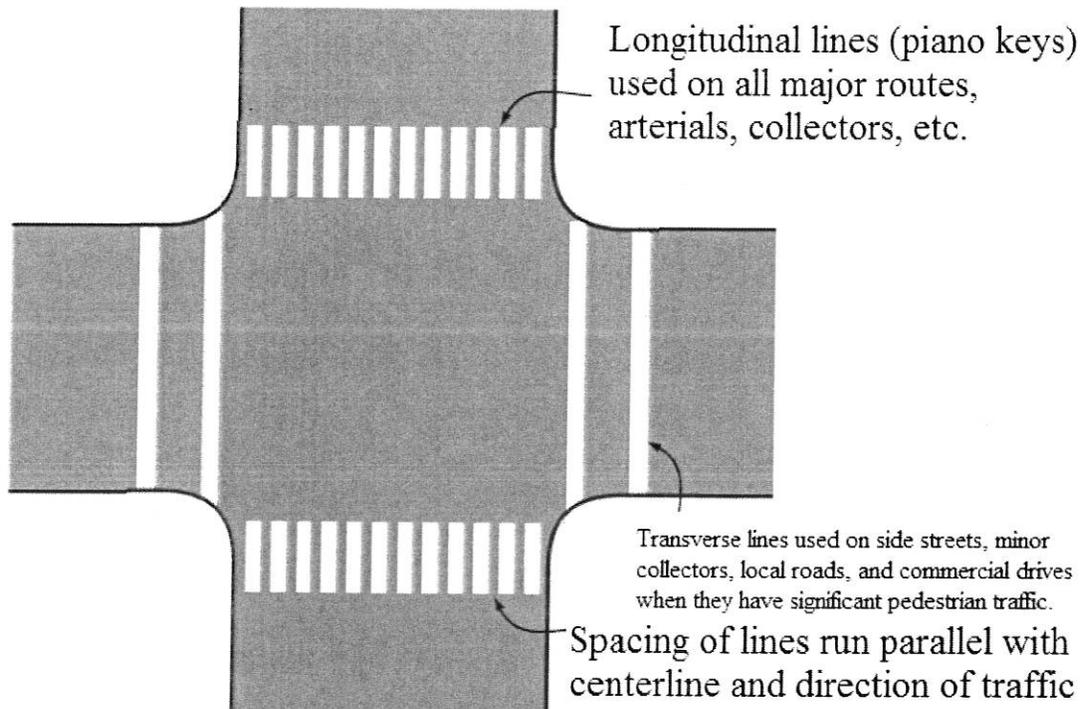
There will be no other separate payment for all included items and efforts as part of the respective item and these will be considered incidental to the work.

Contract Items:

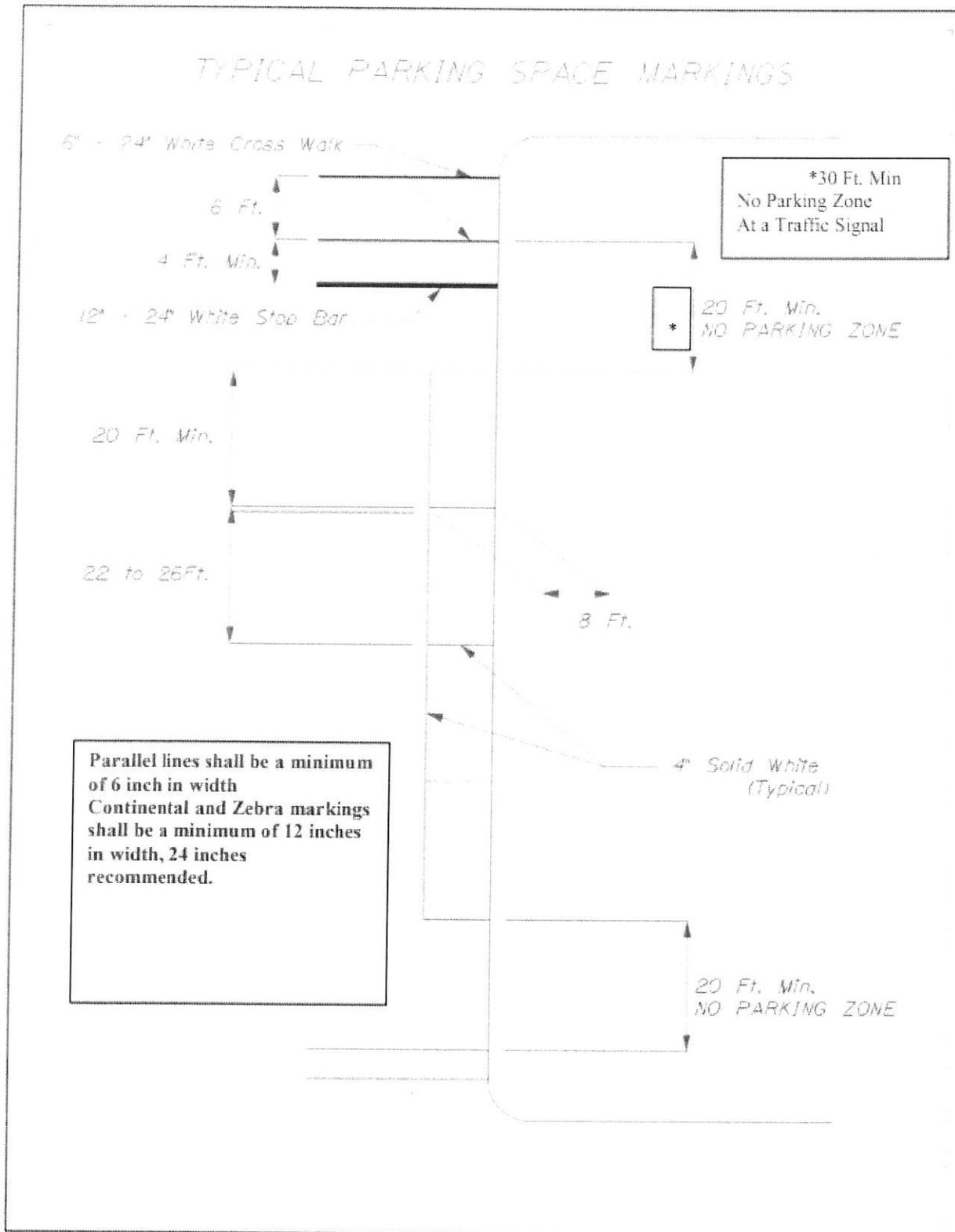
Item No.	Description	Unit
627.18	12" SOLID WHITE PAVEMENT MARKING	LF
627.733	4" WHITE OR YELLOW PAINTED PAVE MRK LINE	LF
627.75	WHITE OR YELLOW PAVEMENT & CURB MARKING	SF
627.77	REMOVING PAVEMENT MARKINGS	SF
627.78	TEMP 4" PAINT PVMT MARK LINE W OR Y	LF
627.407	REFLECTORIZED PLASTIC, WHITE OR YELLOW PAVEMENT MARKING	SF

## Sanford Street Painting Details

Remove instances of diagonal markings and replace according to the diagram below.



# Sanford Street Painting Details – MaineDOT Engineering Instruction C6



<b>Roads/Street Name with Double-Yellow Centerline</b>	<b>Linear Ft.</b>
Afred Road -Route 4 – (From Old Post Lane to Alfred Town Line)	6,119.60
Beaver Hill	5,755.66
Berwick Road	2,680.63
Bridge Street	711.31
Brook Street	3,043.73
Cottage Street (To compact line)	7,727.86
Country Club Road #3	12,042.19
Cyro Road	3,408.32
Deering Neighborhood Road	7,024.51
Emery Street	3,808.75
Gowen Park Drive	1,459.45
Grammar Road	11,097.00
Grammar Street	3,938.86
Hanson's Ridge Road	19,882.19
Harry Howes Road	10,379.08
Heritage Crossing	1,650.00
High Street	11,662.05
Horace Mill Road	4,592.47
Jagger Mill Road	7,820.35
Kennebunk Road (RTE 99)	8,629.90
Lebanon Street (From Main St. to Cranberry Ridge)	4,603.20
Main Street – (From Shapleigh Town line to Branch Road)	59,257.32
Mill Street	1,679.85
Mount Hope Road	11,272.82

New Dam Road – (To the Compact line)	21,987.14
Oak Street	5,863.50
Old Mill Road	6,499.68
Patriots Lane	2,090.00
Payne Street	1,520.76
Pioneer Ave.	2,388.07
Pleasant Street	4,049.06
Railroad Ave. (To both Town lines) /Gebung Road	8,163.72
River Street	7,596.19
Riverside Ave.	1,929.31
Roberts Street	1,707.35
Rushton Street	3,119.42
Sam Allen Road	13,244.13
School Street	12,549.30
Shaw's Ridge Road. (Rte 224)	6,129.09
Stanley Road	5,090.48
Twombly Road	16,494.08
Washington Street	988.62
Water Street	772.71
Westview Drive	5,581.00
Whicher's Mill Road	7,097.42
Winter Street	1,370.29
WM. Oscar Emery Drive	2,797.11

**Total Linear Ft. (Streets & Roads)**

**349,275.53**

<b>Road/Street Names with White Edge Lines</b>	<b>Linear Ft.</b>	<b>x2 White Edge lines</b>
Alfred Road (Rte. 4 from Old Post Road to Alfred Town Line)	6,119.60	12,239.20
Brook Street	3,043.73	6,087.46
Country Club Road #3	12,042.19	24,084.38
Gowen Park Drive	1,459.46	2,918.92
Heritage Crossing	1,650.00	3,300.00
High Street	11,662.05	23,324.10
Jagger Mill Road	7,820.35	15,640.70
Kennebunk Road (From Rte. 99 to Kennebunk Town Line.)	8,629.90	17,259.80
Main Street – (From Old Mill Road to Branch Road)	25,327.40	50,654.80
New Dam Road	21,987.14	43,974.28
Oak Street (From Main Street to Hanson's Ridge Rd.)	5,863.50	11,727.00
Roberts Street	1,707.35	3,414.70
Rushton Street	3,119.42	6,238.84
Shaw's Ridge Road (RTE 224) from Shaw's Ridge Equip. to Spur Road	6,129.09	12,258.18
School Street (From PWD to Rte. 4)	8,383.70	16,767.40
Stanley Road	5,090.48	10,180.96
Witchers Mill Road	7,097.42	14,194.84

**Total Linear Footage of White Edge Lines**

**274,265.56**

## STREET PAINTING - HANDWORK

2/12/2019

NAME OF STREET	DIRECTIONAL ARROWS			LETTERS		STOP BARS	CROSSWALKS	OTHER	Comments
	Right	Left	Straight	SCHOOL	ONLY				
Alfred Road (Rte. 4)	4	4	4			4			
Berwick Road						2	2		
Bridge Street									
Brook Street @ Thompson Street						2	3		
Cottage Street	4	4	4	2		11	7		
Emery Street				1		3	3		
Gowen Park Drive						1	1		
Heritage Crossing						2	5		
High Street						1	2		
Grammar Road	1	2	1		1	2			
Jagger Mill Road		2			1	2			
Kennebunk Road (Rte. 99)									
Lebanon Street						3	6		
Main Street (Shapleight Town Line to Branch Road)	77	116	45	4	28	10	30		
Mill Street									
New Dam Road	2	2	2			1			
North Ave						2	4		
Oak Street									
Old Mill Road	2	2				1	1		

## STREET PAINTING - HANDWORK

2/12/2019

NAME OF STREET	DIRECTIONAL ARROWS		LETTERS		STOP BARS	CROSSWALKS	OTHER	Comments
Patriots Lane								
Payne Street								
Pioneer Avenue								
Pleasant Street								
Railroad Avenue								
River Street		1		1		7		
Riverside Avenue					2	3		
Roberts Street					1	3		City Hall (1) Crosswalk, PD Entrance (1) Crosswalk and (1) Stop Bar
School Street		2			6	6		
St. Igunatuis					1	2		
Twombley Road	1		2	1	1	2		
Washington Street	5	5		2		4		
Water Street								
Westview Drive	3	3	3		1			
William Oscar Emery Drive					1	2		
Winter Street	2	2	2	2	2	3		
TOTALS	101	145	61	9	36	62	96	510

EXHIBIT 1

BID PROPOSAL FORM

To: City of Sanford  
C/o Matthew E. Hill  
Public Works Director  
156 School Street  
Sanford, Maine 04073

In response to the Invitation to Bid, Instructions to Bidders, and Specifications for STREET PAINTING Sections of Sanford/Springvale, as dated March 14, 2019, the undersigned proposes and agrees as follows:

1. To provide services, according to the above noted instructions and specifications (with exceptions as noted in the Exhibits below) of this proposal;
2. The City of Sanford will provide compensation for said services to the awarded Contractor in the amounts as Bid below at the rate schedule as in the above noted specifications.
3. The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.
4. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days.

EXHIBIT 2

Paint Pavement Markings and associated activities shall meet the requirements of the  
Maine DOT Standard Specifications; November 1, 2014 Edition

Item No.	Description	Bid Price	Unit
627.18	12" SOLID WHITE PAVEMENT MARKING	_____	LF
627.733	4" WHITE OR YELLOW PAINTED PAVE MRK LINE	_____	LF
627.75	WHITE OR YELLOW PAVEMENT & CURB MARKING	_____	SF
627.77	REMOVING PAVEMENT MARKINGS	_____	SF
627.78	TEMP 4" PAINT PVMT MARK LINE W OR Y	_____	LF
627.407	REFLECTORIZED PLASTIC, WHITE OR YELLOW PAVEMENT MARKING	_____	SF

EXHIBIT 3

EXCEPTIONS TO SPECIFICATIONS

Any exception, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exception to any portion of the specifications as designated by Matthew E. Hill, P.E. means that the providing of CONCRETE CURBING & SIDEWALK INSTALLATION must meet or exceed in all respects any and all specifications not so noted. Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

Exception  
Number

Details

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
(Signature)

In compliance with the above notice to bidders the undersigned declares that:

1. The only person or persons interested in the bids set forth herein as principal or principals is or are named herein and no other person who is not mentioned herein has any interest in this proposal or the contract to be entered into. This proposal is made without connection with any other person or persons, company or parties' making a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.

2. The undersigned has examined all of the contract documents regarding this bid, and has informed themselves of all the terms and conditions included and set down in said contract documents. They have examined the Invitation, Specifications, Exhibits, and have furnished all information required and exceptions to the proposed work prior to the opening of bids. They have satisfied themselves concerning all nature of the proposed work to be performed.

3. All Contractors, Sub-Contractors names and addresses of all persons interested in this bid as principals are as follows:

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

4. We have been in business under the present name for \_\_\_\_\_ years, during which time we have never failed to complete any work or defaulted on any contract awarded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
(General Contractor Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Name of entity)

\_\_\_\_\_  
(Address of entity)

\_\_\_\_\_  
(Title, person signing bid)

SERVICES AGREEMENT

THIS AGREEMENT IS MADE THIS \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Sanford, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter "OWNER") and \_\_\_\_\_ with its main office located in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER and the CONTRACTOR agree as follows:

SCOPE OF WORK

1. The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the specifications entitled: \_\_\_\_\_. Bid Specifications issued under date of \_\_\_\_\_ by Matthew E. Hill, Public Works Director and in accordance with the Contractor's Proposal dated \_\_\_\_\_ which specifications and proposal are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (General, Supplementary and other Conditions, if any), the Specifications, the Drawings and the Proposal in return for payment as provided herein.

2. A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in their analysis, reports, and other services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of resource recovery technologies and/or the products and services developed and provided hereunder, willful or negligent non-assignment of personnel, or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither Owner's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR'S willfully negligent performance of any of the services furnished under this Agreement.

### COMPLETION DATE

3. The work to be performed under this Agreement shall be commenced by as agreed to by the Contractor and the Public Works Director and substantially completed at a date to be determined by the Public Works Director. Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$100 per day for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Agreement.

### CONTRACT PRICE

4. The OWNER shall pay the CONTRACTOR for the performance of the Agreement the sum of (please see the attached page for pricing) or less as appropriate.

### GUARANTEE

5. A. To the extent construction or materials are provided, the CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the OWNER'S written acceptance of this project, and agrees to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one year period.

B. The CONTRACTOR represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such work, the work shall be stamped by a professional engineer licensed in the State of Maine.

### PERMITS AND LICENSES

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

### OWNER'S RIGHT TO TERMINATE CONTRACT

7. Without prejudice to any other right to remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR'S insolvency; the CONTRACTOR'S persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials; the CONTRACTOR'S persistent disregard of Federal, State or local statutes, laws, codes, rules, regulations, orders, or ordinances; and the CONTRACTOR'S substantial violation of any provisions of this Agreement.

In the event of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER shall pay the CONTRACTOR for all work satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

## INSURANCE

8. Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement at no expense to the OWNER the following insurance coverage:

A. **Public Liability Insurance** in the amount of not less than One Million Dollars (\$1,000,000.00) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. section 8101 et. seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

B. **Automobile Liability Insurance** in the amount of not less than One Million Dollars (\$1,000,000.00) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. section 8101 et. m.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

C. **Workers' Compensation Insurance** in amounts required by Maine Law and Employer's Liability Insurance, as necessary, as required by Maine Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall provide for the protection of its employees not otherwise protected.

D. (For professional services contracts) Professional Liability Insurance in the amount of One Million Dollars (\$ 1,000,000.00 ) for this project alone to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement and the OWNER from claims and damages that may arise from the errors, omissions or negligence of the CONTRACTOR or its subcontractors, if any, in the performance of work under this Agreement. The deductible for such insurance shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) without the OWNER'S prior written consent (for architects' or engineers' professional services contracts). The provisions of this Article shall not be construed as providing a shorter limitation for claims against design professionals than that established by 14 M.R.S.A. Section 752-A as it may be amended from time to time.

E. All such insurance policies shall name the OWNER and its officers, agents, and employees as additional insured, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against OWNER. The CONTRACTOR, prior to commencement of work under this Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverage, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER. Should any of the above described policies be cancelled before the expiration date thereof, notice delivered in accordance with the policy provision. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance coverage required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR'S Commencement of services thereunder.

#### INDEMNIFICATION

9. The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents and employees against any and all liabilities, cause of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of work under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

## LIENS

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

## ASSIGNMENT

11. Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

## SUBCONTRACTS

12. The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

## USE OF PREMISES

13. The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

## CLEANING UP

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the costs to the CONTRACTOR.

## FINAL PAYMENT

16. Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the work has been completed, the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by the Architect.

## OWNERSHIP OF DOCUMENTS

17. All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of work under this Agreement or sooner upon Owner's request. The CONTRACTOR shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the CONTRACTOR by the OWNER. The OWNER agrees that it will not use the construction plans and specifications developed under this Agreement for any project other than the project specified herein without the written consent of the CONTRACTOR, which consent shall not be unreasonably withheld.

## DISCLAIMER

18. The CONTRACTOR has inspected the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Agreement.

## FORCE MAJEURE

19. 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 delay from such cause.

NON-WAIVER

20. Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

NOTICES

21. Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO OWNER:

Public Works Director  
City of Sanford  
156 School Street  
Sanford, Maine 04073

TO CONTRACTOR:

REMEDIES

22. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER 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.

COMPLIANCE WITH APPLICABLE LAWS

23. The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable Federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders, and resolutions in the performance of work under this agreement.

RELEASE OF INFORMATION

24. During the performance of the work, any material prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

EXTENT OF AGREEMENT

25. This Agreement (and the sheets attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OWNER

Witness: \_\_\_\_\_

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

Director of Public Works

City Engineer

CONTRACTOR

Witness: \_\_\_\_\_

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

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