



City of Sanford/Village of Springvale, Maine

Notice of Bids

FOR: SNOWPLOWING THE EASTERN

SECTION OF SANFORD/SPRINGVALE

The City of Sanford, Maine will receive sealed bids for: **SNOWPLOWING THE EASTERN SECTION OF SANFORD/SPRINGVALE** until **12:30 P.M. on Thursday, September 19, 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 Notice of Bids, Instructions to Bidders, Bid Specifications, and Bid Proposal Exhibits are available at the Public Works Office and online at www.sanfordmaine.org under **Businesses: Bids: Open Bids.**

DATE: August 15, 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: **SNOWPLOWING THE EASTERN SECTION OF SANFORD/SPRINGVALE** 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.

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 their 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 they 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 their 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: SNOWPLOWING THE EASTERN SECTION OF SANFORD/SPRINGVALE 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: August 15, 2019

City of Sanford

By: Matthew E. Hill, P.E.

Matthew E. Hill, P.E.
Public Works Director



SPECIFICATIONS
SNOW PLOWING EASTERN SECTION OF:
SANFORD/SPRINGVALE

I. Scope of Services

The work covered by this contract shall include the removal of snow on approximately **24.24±** linear miles of roads (All cul-de-sac's are included) in the City of Sanford & Village of Springvale hereafter referred to as "City". The period of this contract is for one (1) year beginning on October 15, 2019 through May 31, 2020. The Contractor will apply salt after plowing as needed during the storm and as directed by the Department of Public Works. The specific roads to be plowed for the duration of this contract are listed below. Road additions and /or deletions are subject to this contract at any given time at the discretion of the Public Works Director for the City of Sanford, Maine upon agreement with the Contractor.

II. Roads covered under Agreement

The following roadways constitute eligible roads to be plowed as part of the contract. The City will negotiate the actual **24.24± miles** to be maintained with the successful Contractor. If negotiations prove to be unsuccessful, the City reserves the right to terminate negotiations and approach the next bidder at no cost or liability to the City.

All roads listed with an asterisk () shall be plowed first, and two-way traffic will be maintained at all times.

1. ***Stanley Road – 0.92 miles**
From Route 109 to Fair Oaks Drive
2. Cider Hill Road - 0.29 miles
3. Fair Oaks Drive – 0.28 miles (Shapleigh typically does to Fair Oaks Drive 0.3 miles)
4. Littlefield Road/Morrison Road – 1.19 miles
From Stanley Road to Elm Street
5. ***Elm Street – 1.72 miles**
From the intersection of Mill Street and Beaver Hill Road all the way to the dead end.
6. Hobb Road – 0.21 miles
From Elm Street easterly to dead end
7. Beaver Hill Road – 1.08 miles
From the intersection of Mill Street and Elm Street to Railroad Avenue.
8. ***Railroad Avenue – 1.4 miles**
From Pleasant Street to the Alfred Town Line
9. Yeaton Hill Road – 0.3 miles
From Ridley Road to Railroad Avenue

10. Flayhan Drive – 0.4 miles
Including the Cul-De-Sac (This area needs to be pushed back to allow for drainage)
11. Route 224 – 1.14 miles
From the intersection of River and Pleasant Streets to Route 202
12. Grammar Street Extension – 0.24 miles
From Grammar Road northerly to house and dead end
13. Grammar Road – 2.08 miles
From Route 202 to Route 4
14. Dubois Drive & Jesse Circle - .013 miles
From Grammar Road to Grammar Road
15. Candlewood Lane – 0.13 miles
From Grammar Road including Cul-De-Sac
16. ***New Dam Road – 4.13 miles**
From Route 4 to Whicher’s Mill Road
17. Bernier Road – 1.5 miles
(Including the Y at the beginning of the road)
From the New Dam Road to the Stone Bridge
18. Tall Pines Road – 0.77 miles
From Bernier Road Easterly to the dead end
19. Lilly Lane – 0.069
From Tall Pines to Dead End
20. LaValley Road & Drake Lane – 0.84 miles
From New Dam Road to New Dam Road and from Goodwin’s Bridge Road to the loop
21. Goodwin’s Bridge Road – 0.2 miles (Sanford/Alfred Town line)
22. Linscott Road – 0.20 miles
From New Dam Road Westerly to Dead End
23. LaFrancois Road – 0.30 miles
From New Dam Road Westerly to Dead End
24. Fairview Drive – 0.38 miles
From New Dam Road to New Dam Road
25. Lakeview Drive – 0.20 miles
From New Dam Road Northeasterly to Dead End
26. Pine Tree Drive – 0.31 miles
From New Dam Road Northeasterly to Dead End
27. Estes Road – 0.028 miles
From New Dam Road Easterly to Brown Road
28. Rockwood Drive – 0.32 miles
29. Stebbins Road – 1.19 miles
From New Dam Road to Witcher’s Mill Road
30. ***Witcher’s Mill Road – 1.51 miles**
From Route 99 to Bridge at the Sanford/Alfred Town Line

31. Elm Street Extension – 1.1 miles

From the Sanford/Shapleigh Town line Northerly to the Dead End is plowed by Sanford for Shapleigh. In compensation for this, Shapleigh plows Hanson's Ridge Road, 0.61 miles from Deering Neighborhood Road to Sanford/Shapleigh Town Line for Sanford

III. PROVIDING SNOW PLOWING/REMOVAL EQUIPMENT

- A. The Contractor shall provide all equipment needed, plus such additional equipment as may be necessary to perform the work herein described to the satisfaction of the City's Council and the Sanford Public Works Director.
- B. The Contractor must have and maintain at least one (1) 2-way communication radio that is installed in one of the plowing vehicles used, and it must be on the same radio frequency as the City of Sanford, for direct communication with the Department of Public Works only.
- C. All trucks/equipment provided by the Contractor plowing in the Eastern Section of Sanford/Springvale must have radio contact with each other and with the trucks having the 2-way radio with a radio frequency independent from the Public Works Department. Public Works shall have permission to access the Contractor's frequency.
- D. The City of Sanford considers absolute priorities to be the major arteries and industrial areas as noted above.
- E. Annual inspection of equipment by the Director of Public Works, the Garage Maintenance Supervisor, or their designee shall be required to prior seasonal operations. All vehicles and equipment listed in the Bid Exhibits must be available and ready for inspection. Any substantial defects noted by the Director of Public Works, the Garage Maintenance Supervisor, or their designee shall be corrected to the Department's satisfaction prior to its use or operation as part of this Contract.
- F. All vehicles must be registered, have a valid Inspection Sticker and Insurance coverage is required through the snow season at the time of the annual inspection.

This inspection will be coordinated between the Department and the Contractor at the annual Pre-Plow Meeting hosted by the Department. The Contractor or their representative will be required to attend this meeting. The Contractor is encouraged to bring along any and all operators who will be performing this work.

IV. REQUIRED SAFETY EQUIPMENT

- A. The following is a list of required safety equipment and safety requirements:
1. Strobe lights on each piece of equipment;
 2. No loose metal hanging on the plow;
 3. No excessive spilling or leaking of oil or fuel;
 4. No plow trucks with bulk storage tanks;

All trucks need to be registered, inspected, and insured during all performance periods of this contract.

V. PERFORMANCE

- A. In Lieu of contractual Performance Bonds the City of Sanford will require a 10% retainage to be held on all payments until the satisfactory completion of the contracts.
- B. The Contractor will commence plowing operations immediately upon notification by the Director of Highways or their designee. Operations will continue until the Eastern Section of roads in Sanford/Springvale are cleared of snow to meet the approval of the Public Works Director or their designee.
- C. During active snowplowing operations all Contractor vehicles assigned to this area should remain on the site unless otherwise indicated by the Public Works Director, Director of Highways, or their designee. Penalties will be assessed to the Contractor for not providing specified equipment as indicated in the contract for snow removal of the Eastern Section of roads in Sanford/Springvale. Once snowplowing operations have begun, the Contractor may be excused from the site at the discretion of the Public Works Director, Director of Highways or their designee. If the Contractor leaves the area and fails to notify the Public Works Director, Director of Highways, or their designee; penalties will be assessed for every hour or portion thereof for non-compliance. Penalties for any failure will be determined by City of Sanford Director of Public Works and will be deducted from payments to the Contractor as part of the contracted price. Penalties will be \$50.00 per vehicle per hour found to be in non-compliance of the contract for snow removal of the Eastern Section of roads in Sanford/Springvale as described herein.
- D. The Contractor has submitted a bid to plow precipitation that accumulates; either from direct snowfall or drifting caused by the wind or other conditions, as determined by the Department of Public Works.
- E. At such times as the Public Works Director or their designee shall direct, the Contractor will routinely remove all compacted snow and ice from the paved portion of the Highway. In an emergency situation (as determined by the Department), the Department may direct the Contractor to only remove accumulation from a minimum of three and a half (3.5) feet on each side of the centerline so that one emergency passage lane is opened.

- F. During a typical heavy snowstorm or drifting conditions, plows will be operated to maintain at least a two-way traffic lane, and immediately after the storm, or after drifting conditions have subsided, the snow shall be removed to the outside of the shoulders and winged back so that the next storm requiring snow plowing operations can be executed.
- G. The Contractor may also be required, at the discretion of the Public Works Director or their designee, to clear roads/streets of slushy/icy conditions if the condition may result in the build-up of ruts in the streets/roads.
- H. The Contractor will follow the generally accepted methods and practices of plowing to ensure a reasonable degree of safe conditions be made available to the driving public. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and monitored by the City.
- I. The Contractor will replace or reimburse the City of Sanford for the replacement cost of guardrail, guardrail posts, route markers, route marker posts, sign posts or guard posts, mailboxes, fencing, and any other items that are damaged by reason of snowplowing operations under this agreement if deemed responsible by the City's Public Works Director. The responsibility of the Contractor will be at the sole discretion of the Director of Public Works and will be judged in the following manner:

If the answer is "yes" to any of the following questions:

 - 1. Was the Contractor operating outside of their normal or directed scope of operations for road treatment or against the interests of Public safety?
 - 2. Did the Contractor intentionally cause the damage?
 - 3. Was the Contractor negligent in their actions?
- J. The City of Sanford will be responsible for all pre-treatment salt operations.
- K. Before acceptance of any bid, all vehicles and/or equipment will be inspected by the Public Works Director or their designee. All vehicles and equipment must be listed on the enclosed equipment/vehicles list.



VI. PAYMENT SCHEDULE

- A. At any given time during the term of this contract, if deemed necessary by the City of Sanford Public Works Department, additional mileage may be added to the contract at the same effective cost per mile as stated on the Bid Proposal Form.
- B. The City of Sanford agrees to pay for a satisfactory performance of this contract, provided this work is done in accordance with the enclosed specifications and conditions. Payment will be according to the following schedule.

| | | 2019/2020 |
|-------------------------------|------|-----------|
| 13.50% of Season Cost | 12/1 | \$ _____ |
| 13.50% of Season Cost | 1/1 | \$ _____ |
| 27 % of Season Cost | 2/1 | \$ _____ |
| 27 % of Season Cost | 3/1 | \$ _____ |
| 9 % of Season Cost | 5/1 | \$ _____ |
| 10 % of Season Cost | 5/1 | \$ _____ |
| 2019/2020 THE SUM OF \$ _____ | | |

(Amount in words)

VII. TERM

- A. This contract shall be effective beginning October 15, 2019 and ending May 31, 2020.



EXHIBIT 1

BID PROPOSAL FORM

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

In response to the Invitation to Bid, Instructions to Bidders, and Specifications for **Snowplowing of the Eastern Section of Sanford/Springvale**, as dated _____, 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.

The amounts are to be indicated in both words and in figures. In case of discrepancy, the amount(s) shown in words will govern.

2019-2020 THE SUM OF \$ _____

(AMOUNT IN WORDS)



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 names and addresses of all persons interested in this bid as principals are as follows:

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: _____
(Signature)

(Print name)

(Name of entity)

(Address of entity)

(Title, person signing bid)



EXHIBIT 2

EQUIPMENT LIST VEHICLES

| Qty. | Make | Year MFG | Vin/Serial # | Type V or Plow | Width | Height | Length of Wing |
|------|------|-------------|--------------|-------------------|-------|--------|----------------------|
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Remarks concerning above equipment:



EXHIBIT 3

STATEMENT OF BIDDER'S EXPERIENCE

Please document or attach written testimony as to the experience of the Bidder and/or their Operators performing similar work.

Name of Project: _____

Client Name: _____

Contact Name: _____

Contact Telephone: _____

Year(s) Performed: _____ Roadway Miles Maintained: _____

Name of Project: _____

Client Name: _____

Contact Name: _____

Contact Telephone: _____

Year(s) Performed: _____ Roadway Miles Maintained: _____

Name of Project: _____

Client Name: _____

Contact Name: _____

Contact Telephone: _____

Year(s) Performed: _____ Roadway Miles Maintained: _____



EXHIBIT 4

EXCEPTIONS TO SPECIFICATIONS

Any exceptions, 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 in specifications.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications as designated by Matthew E. Hill, P.E. means that the providing of **SNOWPLOWING THE EASTERN SECTION OF SANFORD/SPRINGVALE** 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.

_____ PRICE: _____

Exception
Number

Details

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Date: _____ 2019

By: _____

(Print Name)

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 _____ (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: Instructions to Bidders and Specifications for **Snow Plowing the Eastern Section of Sanford/Springvale.** 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 **October 15, 2019** and substantially completed **May 31, 2020**. 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 (\$ _____)

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 N/A Dollars (\$ N/A) 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.

PROGRESS PAYMENTS

15. Please refer to Specifications for Snow Plowing the Eastern Section of: Sanford/Springvale

FINAL PAYMENT

16. Please refer to Bid Proposal form for Payment schedule and Final Payment.

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

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.



26. 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: _____