

**CITY OF SANFORD
REQUEST FOR PROPOSALS**

Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update

I. INTRODUCTION

The City of Sanford, Maine (hereinafter, the "City") is seeking sealed Proposals to prepare maps, including interpretive analysis of GIS information, to help City staff prepare associated inventory chapters, and to provide support for community engagement, visualization, and discussion of policy options for the Future Land Use Plan as part of the City's Comprehensive Plan Update.

Bidders must submit one hard copy and one pdf of their Proposal. All Proposal are to be submitted either via email with a subject heading "Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update" or in a sealed envelope clearly marked on the outside "Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update."

Completed Proposals, including those emailed to bdellavalle@sanfordmaine.org, must be received at the Planning Department in the Sanford City Hall at 919 Main Street, Sanford Maine 04073 by 3:30 pm on Monday June 4, 2019 and will be opened at that time. The Proposal must be signed by the Bidder with its full name and address and included in the sealed envelope or with the pdf submission. Any Proposal received after the deadline stated above shall not be considered.

Questions regarding this Request for Proposals should be directed to Beth Della Valle, Director of Planning & Development, at the address above or by email at: bdellavalle@sanfordmaine.org. Any questions, which in the opinion of the Director of Planning & Development, require interpretation, will be addressed in the form of a numbered Addendum, which will be posted on the City's website (www.sanfordmaine.org) not later than three (3) days prior to the scheduled opening of the Proposals.

Bidders shall acknowledge receipt of all Addenda in the space provided in the Proposal Form (Exhibit 2), if Addenda are in released in response to questions or are otherwise issued by the City.

Each Bidder is required to state in the Proposal:

1. its name, principals, mailing address, and telephone number;
2. the name, telephone number, and email address for its contact person;
3. the names, titles, mailing address, and telephone numbers for all subcontractors that will be used on this project; and
4. a statement that no person acting for or employed by the City is directly or indirectly interested in the Proposal or any agreement which may be entered into related to the Proposal or in any portion of the profits from it.

The successful Bidder shall be required to sign an agreement substantially similar to the standard City Services Agreement, a copy of which is attached hereto as Exhibit 3.

Before commencing work under the City Services Agreement, the successful Bidder shall produce evidence satisfactory to the City that it and its subcontractors, if any, have secured public liability, automobile, and workers' compensation coverage as set forth in Exhibit 3.

Each Bidder is encouraged to inform itself about the City's Geographic Information System (GIS), including data available through the system. Failure to do so will not relieve a successful Bidder of its obligations to furnish all material and labor necessary to complete the contemplated work in the scope of services set forth in this Request for Proposals. The City disclaims any and all responsibility for injury to Bidders, their agents, or others at any time. Bidders are responsible for all of their costs associated with preparing and submitting Proposals.

Proposal forms furnished by the City in Exhibit 2 shall be used and strict compliance with the requirements of this Request for Proposals is necessary.

II. SCOPE OF SERVICES

The Scope of Services hereunder is described in the Specifications attached hereto (hereinafter, the "Services") as Exhibit 1.

III. SCHEDULE

This project is anticipated to be funded over two budget years. Phase 1 of the scope of work will include work that can be funded using available FY2019 funds. Phase 2 of the work will be awarded contingent on final approval of the draft budget for FY2020, which is anticipated to be completed in June 2019.

All Proposals shall conform with the following schedule to complete proposed work:

1. Phase 1 – on or before June 1, 2020
2. Phase 2 – on or before March 1, 2021

III. PROPOSAL SUBMISSION REQUIREMENTS

The Proposal must include the following descriptions:

1. Proposal Form (Exhibit 2).
2. Understanding of the Project.
3. Qualifications/technical capacity of the Bidder and its subcontractors, if any.
4. Three to five similar projects completed by the contractor, including names, titles, phone numbers, and email addresses of references for the projects.
5. All materials, equipment, and labor necessary to perform the Services, including the name of the person(s) or entity(entities) owning the materials and equipment and/or providing the personnel that forms the basis for its Proposal.
6. Additional submissions specified in Exhibit 1.

7. Identification of a project manager and staff who will undertake the proposed work and the roles and approximate percentage of work conducted by each staff member.
8. Total cost, including a breakdown for specified components of the proposed work and a clear description of all proposed clarifications, exceptions, and conditions.
9. Compliance with or proposed modification of specified schedule.
10. Assumptions and/or conditions associated with the Proposal.

All Services to be furnished to the City shall be performed with equipment, methods, and use of personnel in accordance with pertinent professional standards and with the Occupational and Safety and Health Act requirements of the State of Maine and the United States.

IV. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

1. Understanding of and familiarity with the project (20%)
2. Prior experience with similar projects (20%)
3. Qualifications and experience of assigned staff (25%)
4. Cost (30%)
5. References (5%)

V. ACCEPTANCE/REJECTION

The City reserves the right to waive any informalities in Proposals, to accept any Proposal, and to reject any or all Proposals, should it be deemed in the best interest of the City to do so.

Proposals may be held by the City for a period not to exceed thirty (30) days from the date of the opening of Proposals for the purpose of reviewing Proposals and investigating the qualifications of the Bidders prior to the award of a contract.

Date: May 20, 2019

By: Steven R. Buck, City Manager

EXHIBIT 1

Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update Specifications

Overview: Mapping required to complete inventory chapters and Future Land Use Plan for the City of Sanford's Comprehensive Plan Update, including interpretive analysis of GIS information, to help City staff prepare associated inventory chapters and to provide support for community engagement, visualization, and discussion of policy options for the Future Land Use Plan. All Bidders will be required to demonstrate expertise in projects of this type.

Project Cost: All Bidders shall provide a fixed price, not to exceed, quote for the total project and for each of the following bid options:

- Estimated cost for each required inventory and analysis map
- Estimated cost for software model, including meetings

All clarifications and exceptions shall be clearly described in the Proposal.

Project Scope and General Information:

- I. Inventory and Analysis Maps – The Bidder will prepare the following maps and associated data necessary to answer questions related to updated inventory chapters:
 - A. Base map with parcels, water bodies, and transportation routes identified and labeled;
 - B. Population – population by census tracts in Sanford; total population for City and region;
 - C. Economy – commercial/industrial uses, existing undeveloped sites zoned for commercial/industrial uses, break out map for Downtown, Mill Yard, and Springvale Village;
 - D. Housing - single family, duplex, 3-4 unit, 5-10 unit, and more than 10 unit structures; changes between 2000 and 2019; value, age, and physical condition; assisted units; existing undeveloped sites zoned for residential uses;
 - E. Transportation – arterial and collector roads, airport, bus routes/facilities, trail system by type of trail, high accident locations, public parking areas, areas identified for improvement in 5 year Capital Improvements Plan;
 - F. Utilities – public sewer, water, gas, and broadband service areas including expansions anticipated between 2019 and 2029;
 - G. public facilities – existing public facilities, including but not limited to solid waste, police, fire, education, and public administrative facilities; health care; areas identified for addition/improvement in 5 year Capital Improvements Plan;
 - H. Cultural and recreational resources – existing park and recreation including different types of trails, cultural resources;
 - I. Water resources – surface and ground water resources, wetlands/vernal pools (where locations are known), threats to water resources;

- J. Natural resources – critical natural and scenic resources, conserved land, land recommended for conservation in City’s Conservation Plan;
- K. Agricultural and forestry resources – natural resource based uses including active agriculture, farm and/or open space tax parcels, tree cover, tree growth tax parcels, open space tax parcels, open and closed gravel pits;
- L. Historic/archaeological resources, including archaeological resource potential areas;
- M. Current land use showing residential, commercial, industrial, and institutional uses;
- N. Change in land use between 2000 and 2019;
- O. Existing zoning;
- P. Constraints to development;
- Q. Build-out based on current zoning and two to three alternative growth/rural area scenarios;
- R. Future land use plan – preliminary and up to two revisions based on input from staff/public.

The Bidder will create and present all maps and data layers to the Planning Department in draft form for its review and comment. The Bidder will finalize maps that reflect, where appropriate, the comments of the Department. Deliverables shall conform with the description in section III. Deliverables below.

- II. Community engagement, visualization, and discussion of policy options for the Future Land Use Plan – The Bidder shall prepare a software model, using *Community Viz* or similar software, to allow the City to interactively assess tradeoffs under various land use policy/regulatory scenarios by providing visual and graphical feedback of benefits and impacts. City staff will provide policy/regulatory options to the Bidder and the Bidder will prepare and present the models at 1-3 meetings organized by the Planning Department. The model should include a simple build-out analysis and be used to focus discussion on alternative growth and rural or other policy scenarios.

III. Deliverables:

- Geodatabase with all shape files, layers, and data developed for the updated plan, compatible with the City’s GIS system and delivered to the Planning Department at the end of the project
- All maps in pdf format and large format wall maps, suitable for use at meetings
- Software model in a format which is compatible with ArcMap 10.7 and/or clarification about what software will be required for use and potential manipulation of the model

All final maps will be the property of the City when project is complete.

Schedule: City staff will prepare updated inventory and analysis chapters as part of other departmental responsibilities. As a result, the Bidder should assume that 1-3 inventory and analysis chapters will be prepared each month of the contract. The Bidder should plan to schedule its work concurrent with Staff preparation of inventory and analysis chapters. In addition, this project is anticipated to be funded over two budget years, so Phase 1 of the scope of work will include work that will be funded using available FY2019 funds and Phase 2 of the

work will be awarded contingent on final approval of the draft budget for FY2020, which is anticipated to be completed in June 2019. The Bidder will provide expected lead time after approval of submittals to ensure timely initiation, progress, and completion of work.

Qualifications: The Bidder shall provide a description of its familiarity with relevant Maine statutes and regulations and with similar work undertaken in Maine, including those associated with the Growth Management Act and community engagement, visualization, and assessment of alternative policy options.

EXHIBIT 2

**PROPOSAL FORM
FOR
CITY OF SANFORD
REQUEST FOR PROPOSALS**

Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update

TO: Steven R. Buck, City Manager
City of Sanford
919 Main Street
Sanford, ME 04073

Dear Sir or Madam:

The undersigned hereby declares that it has carefully examined the Request for Proposals for Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update including the specifications therein referred to in Exhibit 1, dated Monday, May 20, 2019, and the proposed Services Agreement in Exhibit 3, and that it proposes and agrees, if this Proposal is accepted, in whole or in part, by the City of Sanford (hereinafter the "City") to perform the Services, as defined in the proposed Services Agreement, and that it will accept as payment in full for said Services or portion of the Services the following sum(s) as the "Contract Price":
_____ Dollars (insert dollar amount in words) (\$ _____ (insert dollar amount in numbers)).

The undersigned acknowledges the receipt of Addenda numbered _____ (insert number or numbers of any Addenda posted on the City's website (www.sanfordmaine.org) not later than three (3) days prior to the scheduled opening of the Proposals).

If the City accepts the Proposal, the undersigned further agrees that it will execute the Services Agreement within fourteen (14) days from the date of opening of the Proposals.

The undersigned hereby further declares that the only persons or parties interested in this Proposal as principals are named below and that no person acting for or employed by the City is directly or indirectly interested in this Proposal or in any Agreement which may be awarded under it or in profits expected to arise therefrom, except as provided by the City Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (provide first and last names in full; and in the case of a Corporation, the names and addresses of the President, Treasurer and Manager; and in the case of a Partnership, the names and addresses of members):

Date: _____ (insert month) __ (insert date), _____ (insert year)

_____ (insert signature)

_____ (insert title)

_____ (insert name of entity)

_____ (insert legal address)

_____ (insert name of principal place of business)

_____ (insert firm's IRS Identification Number)

Please, provide address to which all correspondence and notifications to Proposer are to be sent:

Please, provide Proposer's Telephone Number: _() _____

PROFESSIONAL SERVICES AGREEMENT

Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update

THIS AGREEMENT is made this sixth day of June, 2019 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 SANFORD, State of Maine (hereinafter "CITY") and _____ (insert name of successful bidder) of _____ (insert CITY of primary location of successful bidder), _____ (insert state of primary location of successful bidder) (hereinafter "CONTRACTOR"),

WITNESSETH:

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

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals entitled "Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update" issued May 20, 2019 by Steven R. Buck, City Manager, and shall do so in accordance with the Contractor's Proposal dated _____ (insert month) __ (insert date), ____ (insert year), which Request for Proposals, Specifications and Proposals is attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, and the Proposal in return for payment as provided herein.

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all maps, analyses, software model, and other Services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its maps, analyses, software model, and other Services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of the products and Services developed and provided hereunder, or willful or negligent nonassignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by the CITY of maps, analyses, software models, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither the CITY'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 the

CITY caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools, and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services, and is able to furnish the vehicles, materials, personnel, tools, and equipment to satisfactorily perform the Services required by this Agreement.

C. That it is familiar with all federal, State, and local statutes, laws, rules, regulations, ordinances, and orders which may in any way affect the Services.

D. That it has carefully examined the Request for Proposals and this Agreement and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services, and all conditions which may in any way affect the performance of the Services.

E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

III. CITY OBLIGATION

The CITY warrants:

A. That the Director of Planning & Development, Beth Della Valle, shall be the project manager and point of contact for the CONTRACTOR under this Agreement. The Director of Planning & Development shall administer and interpret this Agreement, receive and authorize payment for services, and resolve questions with respect to scope and performance of Services under this Agreement.

B. That it will make available appropriate personnel and representatives of the CITY to answer specific questions and provide general consultation throughout the performance of Services. The personnel and representatives shall work diligently to develop their responses and recommendations in a timely manner.

IV. COMPLETION OF SERVICES/COMPLETION DATE

Phase 1 of the Services to be performed under this Agreement shall be commenced by June 7, 2019 and be substantially completed on or before June 1, 2020. If funds for Phase 2 of this project are authorized in June 2020, Phase 2 services to be performed under this Agreement shall

be commenced immediately upon completion of Phase 1 and shall be completed on or before March 1, 2021.

V. CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of _____ dollars (insert dollar amount in words) (\$ _____) (insert dollar amount in numbers).

VI. PROGRESS PAYMENTS

The CONTRACTOR shall submit for the CITY'S approval, monthly invoices for the Services performed hereunder in the previous month. The CITY shall review invoices submitted by the CONTRACTOR and shall pay invoices within two (2) weeks of authorization for payment once work has been reviewed and found acceptable by the CITY.

VII. WORK OUTSIDE OF THE SCOPE OF SERVICES

If the CITY requests the CONTRACTOR to perform work outside of the Scope of Services during the term of the Agreement, the CITY shall compensate the CONTRACTOR on an hourly fee based on the following schedule:

_____ (insert name and/or position of personnel)	\$ ____/hour (insert hourly rate)
_____ (insert name and/or position of personnel)	\$ ____/hour (insert hourly rate)
_____ (insert name and/or position of personnel)	\$ ____/hour (insert hourly rate)
_____ (insert name and/or position of personnel)	\$ ____/hour (insert hourly rate)

VIII. GUARANTEE

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.

IX. CITY'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the CITY 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 to perform the Services; 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 CITY may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In

such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, 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 CITY.

Further, the CITY may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the CITY shall pay the CONTRACTOR for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the CITY terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

X. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Services under this Agreement, at no expense to the CITY, the following insurance coverages:

A. Public Liability Insurance in the amount of not less than four-hundred-thousand dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the CITY 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 four-hundred-thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §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 CITY 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, at its own expense, provide for the protection of its employees not otherwise protected. (NOTE: Small contractors may not be eligible for Workers' Compensation.)

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. §752-A as it may be amended from time to time.

D. All such insurance policies shall name the CITY 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 the CITY. The CONTRACTOR, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to the CITY certificates satisfactory to the CITY evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the CITY at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the CITY prior to the effective date of cancellation, termination, material modification, or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the CITY, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the CITY. 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 hereunder.

XI. INDEMNIFICATION

The CITY and the CONTRACTOR agree to defend, indemnify, and hold each other harmless, including each of their respective officers, agents, and employees, against any and all liabilities, causes 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 Services under this Agreement by the CITY, the CONTRACTOR, its subcontractors, agents, or employees; provided however, this indemnification shall not extend to liability, causes of action, judgments, claims or demands, including reasonable attorney's fees and costs resulting from the negligence or willful misconduct of the indemnified party.

XII. ASSIGNMENT

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 CITY.

XIII. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the CITY. The CONTRACTOR agrees that it is fully responsible to the CITY 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.

XIV. FINAL PAYMENT

Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the

CITY to the CONTRACTOR when the Services have been completed, the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by the CITY.

XV. OWNERSHIP OF DOCUMENTS

All maps, drawings, notes, documents, plans, software models, digital files, or other material to be developed under this Agreement shall become the property of the CITY and be promptly delivered to the CITY upon the completion of Services under this Agreement or sooner upon the CITY's request or the termination of this Agreement. 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 CITY. The CITY 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.

XVI. DISCLAIMER

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.

XVII. FORCE MAJEURE

Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

XVIII. NON-WAIVER

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.

XIX. NOTICES

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

TO CITY: _____ (insert name of CITY's project manager),

_____ (insert title of CITY's project manager)

City of Sanford
919 Main Street
Sanford, ME 03909

TO CONTRACTOR: _____ (insert name of contact for CONTRACTOR),
_____ (insert title of contact for CONTRACTOR)
_____ (insert name of CONTRACTOR)
_____ (insert street address of CONTRACTOR)
_____ (insert municipality of primary location),
_____ (insert state of primary location) _____ (insert zip code)

XX. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

XXI. COMPLIANCE WITH APPLICABLE LAWS

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 Services under this agreement.

XXII. RELEASE OF INFORMATION

During the performance of the Services, 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 CITY.

XXIII. EXTENT OF AGREEMENT

This Agreement (and the proposal attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between the CITY and 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 the CITY and CONTRACTOR.

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

Witness:

Witness

CITY

By:

City Manager

_____ (DATE)

CONTRACTOR

By: _____

Its: _____

_____ (DATE)

Attachment 1

**REQUEST FOR PROPOSALS FOR
Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update**

(attach original Request for Proposals)

Exhibit 1

Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update

Scope of Services

(attach original requested Specifications)

Attachment 2

Services

Mapping and Testing of Alternative Scenarios for Sanford Comprehensive Plan Update

(attach CONTRACTOR'S successful PROPOSAL)

