TOWN OF LISBON, MAINE

REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS
FOR
TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

PREPARED BY
TOWN OF LISBON
TOWN MANAGER'S OFFICE
300 LISBON STREET
LISBON, ME 04210

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

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TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

REQUEST FOR PROPOSAL

Bid #2024-00
2024 ROAD STRIPING PROPOSAL

June 5, 2024

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday, June 27, 2024 until 10:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **2024 ROAD STRIPING PROPOSAL**.

The Town Council reserves the right to accept or reject any and all proposals.

Please use a sealed envelope clearly marked with the bid name and number when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Glenn Michalowski
Town Manager

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

NOTICE TO CONTRACTORS

Bid Date: June 27, 2024 @ 10:00 a.m.

Sealed proposals for **2024 ROAD STRIPING PROPOSAL** shall be received by the office of the Town Manager until **10:00 AM on June 27, 2024,** and at that time will be publicly opened and read.

The scope of work for this proposal, includes: furnishing and installing all materials, labor and equipment necessary to Stripe all roads with proper double yellow or white lines as listed, including traffic control and cleanup.

SCOPE OF WORK

ROADS TO BE STRIPED

The contractor will Paint approx. ***157291.2 feet of Double Yellow Lines and 87,014.4 feet of Single White Lines*** for all streets and roads listed below as directed by the Public Works Director.

Units of Measure	Feet	Feet		Miles	Miles
STREET NAME	**DBL. YELLOW**	**WHITE**		**DBL. YELLOW**	**WHITE**
Route 196 (Topsham line to Lewiston line)	31,680	63,360		6	12
Route 125/Main/Canal	7,000	17,580		1.25	3.25
Route 9/Ridge Road	475.2	950.4		.09	.18
Webster Road	10,560	0		2	0
Gould Road	7,920	0		1.5	0
Littlefield Road	7,920	0		1.5	0
Village Street	2112	0		.4	0
Moody Road	7,920	0		1.5	0
King Road	7,392	0		1.4	0
Upland Road	2,112	0		.4	0
Capital Avenue	1,056	0		.2	0
School Street	1,056	0		.2	0
Pinewoods Road	13,200	0		2.5	0
Ferry Road	25,872	0		4.9	0
Hudon Road	3,696	0		.7	0
River Road	4,224	0		.8	0
Transfer Station	1,056	0		.2	0
Mill Street	5,280	0		1	0
Bowdoinham Road	15,840	0		3	0

	DBL. YELLOW	WHITE
TOTAL FEET	167,323.2	87,014.4

	DBL. YELLOW	WHITE
TOTAL MILES	31.19	16.48

Will not be striping on Route 125 where DOT project is currently ongoing for the length of .75 mile.

The work is to be completed by ***September 2024*** as stated in the Contract.

The contractor will carry out all work necessary to complete this project. The contractor shall include all materials, equipment, tools, services and supervision necessary to furnish, deliver, unload, demolish, dispose, install and place into satisfactory operation the equipment as called for or hereinafter specified, including any incidental work not specified, but which can reasonably be inferred as part of this project.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered. The Lisbon Town Council reserves the right to waive any formality and may consider as informal any proposal not prepared and submitted in accordance with these provisions. The Lisbon Town Council reserves the right to accept any proposal or reject any or all proposals if it is deemed to be in the Town's best interest to do so.

All materials and workmanship shall carry the manufacturer's standard guarantee. The bidder shall warrant to the buyer that the proposal conforms to these specifications without deviations.

All bidders must provide documentation that they are an authorized dealer of the item bid at the time of the bid. Bids from dealers not able to provide documentation from the manufacturer will not be considered.

Proposals will be considered irregular and will be rejected for the following reasons:

(a) If the Proposal is on a form other than that furnished by the Town or if the form is altered in any way.

(b) If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may make the Proposal incomplete, indefinite or ambiguous as to its meaning.

(c) If the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award.

(d) If the Proposal does not contain a unit price for each pay item listed unless otherwise specified.

(e) If any of the bid prices are unbalanced, or do not reflect the actual cost required to perform the work, as outlined in the Plans and Specifications.

INSURANCE:
The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager.

WORKERS' COMPENSATION:
Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of $400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:
Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of $400,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate.

GENERAL LIABILITY INSURANCE:
General Liability insurance with minimum limits of liability for bodily injury in the amount of $500,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate, or a combined single limit of $500,000 for each occurrence, including completed operations shall be required.

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

PROPOSAL

To: Town Manager
Lisbon Town Office,
300 Lisbon Street
Lisbon, Maine 04250

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed by July 31, 2021, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

#	**Description**	**Qty**	**Unit $ / Ft**	**Total $**
1	Paint approx.. 157,291.2 feet of double yellow line for road striping project as directed by Public Works Director.		$	$
2	Paint approx.. 87,014.4 feet of single white line for road striping project as directed by Public Works Director.		$	$
Total Base Bid Price			$	

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, and before commencement of any work, he/she will stand by for final approval from Counsel during the next Council meeting following the acceptance of the proposal; and that once Counsel has accepted the proposal, he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any contract which

may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

_____
_____
_____
_____
_____

Company Name	
Signature	
Title	
Printed Name	
Physical Address	
Mailing Address	
Firm's IRS ID # /DUNS#	
Date	
Phone #	
Fax #	
E-Mail Address	

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

CONTRACT

This Agreement, made and entered into the date listed below, in the year two thousand and twenty between the Town of Lisbon, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its Town Manager, party of the first part, and

_____

Hereinafter called "Contractor", with legal address and principal place of business at:

_____

_____

Party of the second part.

WITNESSETH:

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns under the penalties expressed in the Performance Bond and the Labor and Material Payment Bond as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- **A.** Notice to Contractors
- **B.** Proposal
- **C.** Contract
- **D.** Notice of Award
- **E.** Notice to Proceed
- **F.** Supplemental Specifications
- **G.** Standard Specifications
- **H.** Contract Plans, if any
- **I.** Addenda, if any
- **J.** Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay

the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

All work is to be completed by ***July 31, 2023***.

#	**Description**	**Qty**	**Unit $ / Ft**	**Total $**
1	Paint approx.. 157,291.2 feet of double yellow line for road striping project as directed by Public Works Director.		$	$
2	Paint approx.. 87,014.4 feet of single white line for road striping project as directed by Public Works Director.		$	$
Total Base Bid Price			$	

The party of the second part represents and warrants:

A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,

B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,

C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,

D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

If you are proposing to use any subcontractors, please list them here along with references for them. They will need written permission from the Town Manager as well as the required insurance coverage and certificate of insurance submitted to the Town Manager.

IN WITNESS WHEREOF, the said Town, by its Town Manager and the said

_____

_____

By its _____ thereunto duly authorized have hereunto set their hands and seals the date below written.

Signed in the presence of:

_____
Witness

By: _____
Glenn Michalowski, Town Manager

Date: _____

_____
Witness

By: _____
Contractor

Date:_____

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

NOTICE OF AWARD

To:

The Town of Lisbon has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated _____and Information for Bidders.

You are hereby notified that your BID has been accepted for the **ROAD STRIPING PROPOSAL** for a total award of_____. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Security and certificates of insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of the proposal accepted by Counsel, said Town of Lisbon will be entitled to consider all your rights arising out of the Town acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Town of Lisbon.

Dated this:_____

By: _____
Glenn Michalowski, Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) _____

this the _____day of _____, 2021

By: _____

Title: _____

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

NOTICE TO PROCEED

To:

You are hereby notified to proceed with the work entitled **ROAD STRIPING PROPOSAL**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work following the acceptance of the proposal by Counsel (or other start time as specified) and that the work is to be completed by July 31, 2023 as stated in the Contract.

By: _____
Glenn Michalowski, Town Manager

Title:_____

Date:_____

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

DIVISION 10
SUPPLEMENTAL SPECIFICATIONS

10.00 SCOPE OF WORK:

The scope of work for this program, includes painting approx. ***157,291.2 feet of Double Yellow Lines and 87,014.4 feet of Single White Lines*** for all streets and roads listed below as directed by the Public Works Director and all work is to be completed by ***July 31, 2023***.

Will not be striping on Route 125 where DOT project is currently ongoing for the length of .75 miles.

10.01 SAFETY

The Contractor shall conform to all OSHA Safety Requirements and those of any other pertinent regulatory agencies. The Contractor shall erect signage and traffic control devices in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The appropriate number of Flaggers shall be used to assist traffic and pedestrians in safely passing thru the work zone. At the end of the shift the work zone shall be properly secured allowing the safe passage of motor vehicles and pedestrians. Any work that is required to be performed at night shall conform to MUTCD and Department of Labor requirements.

10.02 PRE-BID CONFERENCE:

None

10.03 BID AWARD OR REJECTION

After notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, and before commencement of any work, he/she will stand by for final approval from Counsel during the next Council meeting following the acceptance of the proposal; and that once Counsel has accepted the proposal, he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications. The Town reserves the right to reject any or all bids. The contract shall be awarded to one contractor, based upon total price of the Base Bid or in combination of Base Bid, with any/all alternatives, depending on the availability of funding or as being in the best interest of the Town.

10.04 TIME LIMIT

All work is to be completed by July 31, 2023 or otherwise stated in the Contract. The Contractor shall be aware that the work to be done will not necessarily be continuous and that the Contractor shall perform the work in accordance with the requirements of the Town as established from time to time throughout the progress of the work

10.05 GENERAL CONDITIONS

A. All materials entering into the installation, except as hereinafter noted, must be new and of the quality specified; otherwise, of the best commercial quality obtainable for the purpose. All parts to be worked, and the erection thereof, must be performed in the best and most substantial manner in accordance with the standards of the trade.

B. The Contractor shall visit the building site and shall take such measurements as necessary, to determine the actual conditions and follow this specification so that he/she may properly install and safely complete his/her work, as outlined in the specifications.

10.06 ERRORS OR OMISSIONS

A. Should any errors, omissions, or conflicts exist in the Specifications, the Contractor and/or subcontractors concerned, shall not avail themselves of such unintentional error, omission, or conflict, but shall have same explained and adjusted before signing the Contract and proceeding with the work. Otherwise, each Contractor or subcontractor shall, at his/her own expense, supply the proper materials and labor to make good any damage to, or defect in, his/her work caused by such error, omission, or conflict.

B. Any items inadvertently omitted from the Specifications, which are necessary for the proper completion and operation of the work, and that can reasonably be inferred as belonging to the various systems, shall be supplied by the Contractor as part of his/her work under this section of the Specifications.

10.07 EXTRA WORK ORDERS - CREDITS

A. No extra work will be paid for unless authorized by the Town Manager in writing. Where extra work is required, the Contractor shall provide an itemized account of the work involved and shall take into consideration any credits due to work omitted for any reason. Estimates shall clearly list such omitted work with proper credit given for same.

10.08 SITE INVESTIGATION

The Contractor shall examine the Specifications and sites of work and from his/her investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, quantity and quality of the surfaces, the machinery and services required to complete the project as required by the Contract Documents, and all other aspects of the work.

10.09 PRECONSTRUCTION CONFERENCE

A Preconstruction Conference will be held between the Contractor and the Town of Lisbon, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Specifications, and the Regulations of the Town. The Contractor shall give the Public Works Director a work schedule, a list of suppliers and subcontractors, and all other information required by the Contract at that time.

10.10 INSPECTION

The Contractor shall perform a detailed inspection of the existing area, and report to the Public Works Director the extent of any hidden damages not obvious on the surface from visual observation.

10.11 REPAIR OF DAMAGES

The Contractor shall take the necessary precautions to avoid any damage to Town property or adjacent properties as a result of the work. The Contractor must get the Code Enforcement Officer's approval regarding the method of accessing the work areas. Additionally, any Town property or adjacent property, which is damaged as a result of the work, shall be repaired or replaced by the Contractor at his/her expense.

10.12 GUARANTEE

The Contractor shall and hereby does warrant and guarantee that all work executed under this division shall be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance. The Contractor shall further warrant that all materials furnished under this division and all work executed under this division are in accordance with all applicable laws, regulations, codes, etc.

10.13 CONTACT INFORMATION

The Public Works Director is the Town of Lisbon's contact person and addressee for receiving all technical communications about the Proposal. Address any and all inquiries and comments regarding the Project by telephone, fax, E-mail, or letter to:

Town of Lisbon
Randy Cyr, Public Works Director
300 Lisbon Street
Lisbon, ME 04250
Phone: (207) 353-3000 ext. 116
Fax: 207-353-3007
rcyr@lisbonme.org

TOWN OF LISBON
2024 ROAD STRIPING PROPOSAL
BID NO. 2024-004

DIVISION 20
GENERAL PROVISIONS
STANDARD SPECIFICATIONS

20.01 SCOPE:

These Standard Specifications and Addenda, if any, are to govern construction of storm sewers, sanitary sewers, water lines, streets, sidewalks, parking lots, general construction and other related work, for the Town of Lisbon, and they shall become part of any contract with the Town for the construction of said work. Provisions of these Specifications shall be modified or changed only in writing. These Standard Specifications will be amended by Supplemental Specifications as necessary and by Contract Plans.

The Supplemental Specifications and Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Standard Specifications and the Supplemental Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

20.02 DEFINITIONS:

A. Contract Documents: Whenever the term Contract Documents, or a pronoun in its stead, is used, it shall mean and include, but not necessarily limited to, these items: The Notice to Contractors, the Proposal, the Contract, the Supplemental Specifications, the Standard Specifications, the Contract Plans, any other documents included with these Specifications and attached thereto, and any Addenda to the above issued prior to the date of this Contract.

B. Contractor: Whenever the term Contractor, or a pronoun in its stead, is used, it shall mean the person or persons or co-partnership or corporation or other entity which has entered into this agreement or their legal representative.

C. Owner: Whenever the term Owner, or a pronoun in its stead is used, it shall mean the Town of Lisbon, acting through its designated officials and/or employees.

D. Project Manager: Whenever the term Project Manager, or a pronoun in its stead, is used, it shall mean the Public Works Director of the Town of Lisbon or his/her assistants or inspector acting under him/her or his/her duly authorized representatives acting for him/her, limited to the particular duties entrusted to them.

F. ASTM: Whenever the abbreviation ASTM is used, it shall mean the American Society for Testing Materials; and, unless otherwise stated, refer to the latest revision of the particular standard.

G. Specification: Whenever the term Specifications or a pronoun in its stead is used, it shall mean and include the Standard Specifications as herein set forth and any Supplemental Specifications included in the Contract Documents.

H. Contract Plans: Whenever the term Contract Plans, or a pronoun in their stead, is used, it shall mean and include all drawings, graphic representations, diagrams and any notes or explanations thereon supplied to the Contractor before the date of this Contract.

I. Lump Sum Bid Price: Whenever the term Lump Sum Bid Price, Lump Sum Bid, Lump Sum or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor to furnish the labor, machinery, tools, apparatus and other means of construction and for doing all the work and furnishing all material called for by the Contract Documents except rock excavation and those items specifically stated as being considered extra work or for which unit prices have been established in the Contract and Proposal.

J. Unit Bid Price: Whenever the term Unit Bid Price, Unit bid, Unit Price or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor and the City as full payment to the Contractor for furnishing all necessary labor, materials and equipment (except that which is specifically excluded in the Supplemental and Standard Specifications and Contract Plans) necessary to do one unit of work, i.e., the unit price for one cubic yard of excavation multiplied by the actual number of cubic yards excavated, yields the total payment for the work done.

20.03 INSURANCE AND LIABILITY:

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager for his/her approval before permission to commence work will be granted.

20.04 INSURANCE REQUIREMENTS

A. Claims:

The Town of Lisbon will not be held responsible for any damages or injuries arising out of any project activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

B. Insurance:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the Town of Lisbon as additional insured**. Certificate of such insurance shall be filed with the Town Manager prior to execution of the Contract**.**

C. Workers' Compensation:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of $400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

D. Automotive Liability Insurance:
Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of $400,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate.

E. General Liability Insurance:
General Liability insurance with minimum limits of liability for bodily injury in the amount of five hundred thousand ($500,000) for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate, or a combined single limit of five hundred thousand ($500,000) for each occurrence, including completed operations shall be required.

F. Performance Bond and Labor and Material Payment Bond in the sum of the total amount of the Contractor's proposal with a surety company satisfactory to the Owner will be required as surety for the faithful performance of the Contract by the successful bidder. The bonds will be required prior to execution of the Contract.

20.05 DISPUTE RESOLUTION COSTS AND EXPENSES:

In the event of any dispute between or involving the Town of Lisbon and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the Town shall be a prevailing party, Contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

20.06 LAWS AND REGULATIONS:

The Contractor shall keep himself/herself informed of all existing and future State and Federal laws and Municipal ordinances and regulations which in any way affect those engaged or employed in the work, or the materials used in the work; or in any way affect the conduct of the work and of all orders and decrees of bodies of tribunals having any jurisdiction is discovered in the Plans or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Project Manager/Town Manager in writing. He/she shall at all times himself/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.

20.07 PERMITS:

The Contractor shall, at his/her own expense, obtain all necessary permits from the County, Municipal or other public authorities, shall give all notices required by law or ordinances; and shall post all bonds and pay fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

20.08 ESTIMATES AND PAYMENTS:

The Project Manager will, each month, make an approximate estimate of the amount of work done since the last preceding estimate and of the value thereof, and upon such estimate being made, the Town will pay to the Contractor ninety (90%) per cent of the estimate; provided, however, that no such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the total value of the work done since the last estimate or payment amounts to less than three hundred ($300.00) dollars. Payment may at any time be withheld if the work is not proceeding in accordance with the provisions of this Contract. The

Project Manager may, if he/she deems it expedient so to do, cause estimates to be made more frequently than once in each month, and he/she may approve payments to be made more frequently to the Contractor. The Project Manager may at his/her option retain, temporarily or permanently, a smaller amount than aforesaid, and may approve payment to the Contractor, either temporarily or permanently from time to time during the progress of the work, of such portion of the retained amount as he/she may deem prudent. The Owner may keep any money which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damage incurred by the Owner and determined as herein; and may retain, until all claims are settled, so much of such money as the Director shall be of the opinion will be required to settle all claims against the Owner, its officers, agents or servants.

20.09 FINAL ESTIMATE AND PAYMENT:

It is further mutually agreed that whenever, in the opinion of the Project Manager, the Contractor shall have completely performed all the work embraced in this Contract, the Project Manager shall proceed with all reasonable diligence to measure the work and shall make out the final estimate for the same and shall certify the same in writing; and his/her certificate shall state the whole amount of the payments previously paid and the amount retained in all previous estimates. Within the term of thirty (30) days after the date of such final estimate, the Town will pay to the said Contractor the amount due. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Provided that nothing herein contained shall be construed to affect the right of the Town by its Project Manager hereby reserved, to reject the whole or any portion of the aforesaid work should the said certificate or certificates be found or known to be inconsistent with the terms of this Agreement or otherwise improperly given.

20.10 LAST PAYMENT TO TERMINATE LIABILITY OF CITY:

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid; and neither the Town, nor its Manager or Council, nor any member or agent thereof, shall be liable for, or be held to pay any money, except as provided for in Sections 20.07, 20.08, 20.16, and 20.33 of the Standard Specifications and in the Contract. The Acceptance by the Contractor of the last payment aforesaid shall operate as and shall be a release to the Town, its Manager, its Council, and every member or agent thereof, from all claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Town, or of any person relating to or affecting the work, except the claim against the Town for the remainder, if any there be of the amount kept or retained as provided for in Section 20.07.

20.11 SITE INVESTIGATION:

The Contractor shall examine the Plans, Specifications and site of the work and from his/her own investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, transportation, quality and quantity of surface and sub-surface materials to be encountered, and all other aspects of the work, machinery and services required to complete the project as required by the Contract Documents. The Town will not be responsible for any understanding or representation made by any Town employee during or prior to negotiation and execution of the Contract, unless such understanding or representation shall be in writing and become a part of the Contract Documents.

20.12 BORINGS AND ESTIMATE OF QUANTITIES NOT WARRANTED:

It is expressly understood and mutually agreed to by the parties hereto that the quantities of the various classes of work to be done and materials to be furnished under this Contract have been estimated and are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work. It is also understood that the Contractor has made his/her proposal from his/her own examinations and estimates and shall not hold the Town, its agents or employees responsible for or bound by any schedule, estimate, sounding, boring or any plan thereof as being even approximately correct; and should the Contractor encounter quicksand or other difficulties, he/she shall have no claim on that account; and he/she shall, if any error in any plan, drawing, specification or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once to the Engineer. The Contractor further agrees that neither the Town of Lisbon, nor the Project Manager, nor either of them separately or together are to be held responsible that any of the quantities be found even approximately correct in the construction of the work, and that the Contractor will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done, or of the materials actually delivered, and any estimated quantities stated in the bids. The Contractor hereby agrees that he/she will complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Plans herein mentioned and at the prices agreed upon and fixed therefore. No increases in the unit prices will be made due to a change in the quantity for a bid item.

20.13 COMMENCEMENT OF WORK:

The Contractor agrees to commence the work required in the Contract Documents within ten (10) days after the signing of the Contract and deliverance of the Bond, unless otherwise specified in the Supplemental Specifications or directed by the Project Manager; and at his/her own cost and expense do and complete all the work and furnish all the labor, machinery, tools and materials, except as specified in the Supplemental Specifications, and to do everything required to build and put into complete working order for the Town of Lisbon the work described in the Contract Documents.

20.14 TIME AND ORDER OF DOING WORK:

The Contractor agrees that the work shall be commenced and carried on at such points and in such order of precedence and at such times and seasons as may from time to time be directed by the Project Manager.

It is further agreed that no work shall be done under this Contract on Saturdays or Sundays or on days declared by the State Legislature as Legal Holidays, except in cases of emergency and then only with the consent in writing of the Project Manager; nor shall any work be done at night unless authorized in writing by the Project Manager. The Contractor shall make his/her work week conform to that of the Lisbon Town Office. When permission is granted to perform work during times other than this work week, the Contractor shall reimburse the Town for any costs for inspection during these periods.

20.15 NO DAMAGES FOR DELAY:

The Project Manager may delay the beginning of the work or any part thereof if the Town shall not have obtained possession of the land in or upon which the same is to be performed or if for any other reason it becomes necessary to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his/her part as the Project Manager shall certify in writing to be just. Whenever any part of the work covered by this Agreement is done in part by or connects with the work so as to accommodate the work of the other contractors and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have a claim against the Town growing out of the negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

20.16 COMPETENT PERSONNEL TO BE EMPLOYED:

The Contractor shall employ only competent personnel to do the work; and whenever the Project Manager shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Project Manager.

20.17 NOT TO SUBLET OR ASSIGN:

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Project Manager; and shall not, either legally or equitably, assign any of the money payable under this Agreement or his/her claim thereto, unless by and with the like consent of the Project Manager.

20.18 DIRECTIONS AND EXPLANATIONS, CORRECTIONS OF ERRORS:

The Plans and Specifications are understood to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either of them, the parties hereto further agree that the explanation and decision of the Project Manager shall be final and binding on the Contractor; and all directions or explanations required or necessary to complete any of the provisions of this Contract and these Specifications and give them due effect shall be given by the Project Manager. Correction of any error in the Plans or Specifications may be made by the Project Manager, when such correction is necessary for the proper fulfillment of the intention of such Plans or Specifications, the effect of such correction to date from the time that the Project Manager gives due notice in writing to the Contractor.

20.19 DUTY TO NOTIFY PROJECT MANAGER IF AMBIGUITIES DISCOVERED:

The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Plans and Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other Contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within forty eight (48) hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc., as provided in Section 20.19 – Early Negotiation. Failure to provide such written notice in compliance with the Contract shall constitute a waiver of all claims related to the ambiguity, etc.

20.20 EARLY NEGOTIATION:

A. Notice Required: When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in the requirements of the Plans and Specifications ("Issue"), then the Contractor shall notify the Project Manager in writing within forty eight (48) hours of identification of the issue and at least 48 hours before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

Such notice may be verbal only if confirmed in writing in one of the two following ways: (A) if a Progress Meeting is held within fourteen (14) days of the date that the Issue became known, such Notice may be confirmed with an entry in the Progress Meeting minutes. Such entry must describe the basic nature and

extent of the Issue. (B) Otherwise, the Contractor shall confirm a verbal notice by delivering to the Project Manager, within fourteen (14) days of the date the Issue arose, a Written Notice that describes the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to the requirements of the Plans and Specifications without a timely Notice of Issue for Consideration.

B. Negotiation: When the Project Manager receives the Notice of an Issue for Consideration conforming to Section 20.19 A. Notice Required, the Project Manager and the Contractor will negotiate in good faith to attempt to resolve the Issue. Any resolution will be noted in the Progress Meeting minutes or confirmed otherwise in writing by the Project Manager. Any changes to the Plans and Specifications that affect compensation, time, quality, or other requirements of the Plans and Specifications shall be by written Change Order.

20.21 SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll. All directions given to such representative in the Contractor's absence shall be as binding as if given to the Contractor.

20.22 ALTERATIONS:

It is further agreed that the Project Manager may make alterations in the line, grade, form, position, dimension or material of the work herein contemplated, or any part thereof, either before or after the commencement of the work; and that the Project Manager may at any time, order an alterations increase in the amount of work. Such increase shall be paid for according to the quantity actually done as extra work as provided for in Section 20.29. If such alterations diminish the quantity of work to be done, they shall not constitute a claim by the Contractor for damages or for anticipated profits on the work dispensed with and payment will be reduced in an amount determined as provided for in Section 20.30.

20.23 NO TOWN EMPLOYEE TO BE INTERESTED:

It is further agreed that this Contract shall be utterly void as to the Town if any person employed in any capacity by the Town of Lisbon is either directly or indirectly interested therein, except as provided by the Town Ordinance.

20.24 WAIVER:

No order by the Project Manager or any of his/her employees, nor any order, measurement or certificate by the Project Manager, nor any order by him/her for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Project Manager, nor any extension of time, nor any possession taken by the Project Manager or his/her employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved by the Project Manager, or of any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and the Town and the Project Manager shall also be entitled to a writ of injunction against any breach of any of the promises of

this Contract.

20.25 ACCESS TO WORK:

The Project Manager and the Town Manager, their assistants and inspectors may, for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other Town contractors may also, for all the purposes which may be required by their contracts, enter upon the work and premises used by the Contractor. Any difference or conflicts which may arise between the Contractor and other contractors of the Town in regard to their work shall be adjusted and determined by the Project Manager or the Town Manager.

20.26 PROJECT MANAGER TO DETERMINE AMOUNT AND QUANTITY OF WORK, INSPECTION OF MATERIALS:

To prevent all disputes and litigations, it is hereby agreed by and between the parties to this Contract that the Project Manager shall in all cases determine the amount and quality of the various classes of work which are to be paid for under this Contract; and that the Project Manager by himself/herself, or his/her representatives acting under him/her, shall inspect all the materials to be furnished and all work to be done under this Contract to see that the same corresponds to the Specifications herein set forth. The Contractor further agrees that he/she will furnish the Project Manager with such information and vouchers relating to the work, the materials therefore, and the persons employed thereon, as he/she shall from time to time request, and will give to the Project Manager or his/her representatives all necessary labor, tools and facilities for inspecting the material to be furnished and the work to be done under this Contract.

The Project Manager has the authority to stop the work whenever such a stoppage may be necessary to insure proper execution of this Contract. He/she also has the authority to reject all work and materials which do not conform to the Specifications or Plans, to direct application of forces to any portion of the work and to order the force increased or diminished as in his/her judgment is required.

20.27 DEFECTIVE WORK AND MATERIALS:

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill this Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Project Manager and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any materials brought upon the ground for use in the work, or selected for the same, shall be condemned by the Project Manager as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil; but such materials shall, upon being so attached or affixed, become the property of the City.

20.28 SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation and made fly proof and satisfactory to the Project Manager, shall be constructed and maintained by the Contractor in such a manner and their use shall be strictly enforced. The building or other structures for housing and personnel will be permitted only at such places as the Project Manager shall approve and the sanitary conditions in or about the structures must at all times be maintained in a manner

satisfactory to the Director.

20.29 NO INTOXICATING SUBSTANCES:

The Contractor shall neither permit nor suffer the introduction or use of intoxicating substances upon or about the works embraced in this Contract or upon any grounds occupied by him/her.

20.30 EXTRA WORK:

The Town of Lisbon reserves the right to add portions of the work required under this Contract, using the unit prices established in the proposal. The Town will determine if all work outlined in the plans or portions thereof shall be built under this Contract prior to the Contact signing.

The term Extra Work as used herein refers to and includes work required by the Town which, in the judgment of the Project Manager, involves changes in or additions to that are required by the Plans and Specifications; provided, however, such changes or additions do not result from the fault of the Contractor.

The Contractor shall do any extra work when and as ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing, and shall, when requested by the Project Manager so to do, furnish itemized statements of cost of the extra work ordered and give the Project Manager access to the accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained, he/she shall, within one week after the beginning of any such work or of the sustaining of any such damage, make a written statement to the Project Manager of the nature of the work performed or damage sustained and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such extra work shall have been done or any such damage sustained, file with the Project Manager an itemized statement of the details and amount of such work or damage; and unless such statements shall be made as so required, his/her claim for compensation shall be forfeited and invalid and he/she shall not be entitled to payment on account of such work or damage. The determination of the Project Manager shall be final upon all questions of the amount and value of extra work. If a unit price does not exist, payment for extra work will be actual cost plus fifteen (10%) per cent. No allowance will be made for overhead costs.

20.31 REDUCTION OF WORK:

The Town of Lisbon reserves the right to delete portions of the work required under this Contract, using the unit prices established in the Proposal. The Town will determine if all work outlined in the Plans or portions thereof shall be built under this Contract prior to the Contract signing.

The Contractor shall omit and not perform any portion of the work required by the Contract Documents when ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing. If no unit price exists, it will be an estimate to be made by the Project Manager and the Town Manager. Their estimate will be final and binding. These reductions shall not constitute a claim by the Contractor for damage or for anticipated profit on the work dispensed with.

20.32 NO TIME EXTENSION:

The Contractor further agrees that the time of completion of the whole work is the essence of the Contract; and that he/she will make every effort to complete the work within the time limit specified in the Supplemental Specifications. In the event the Contractor fails to complete the whole work in the time specified, there shall be deducted from monies due the Contractor, not as a penalty, but as inspection

costs, the sum of two hundred ($200.00) dollars for each working day, over and beyond the time limit specified which is required by the Contractor to complete the whole work to the satisfaction of the Project Manager and the Town Manager. No extension of the time limit will be considered except in the case of an extremely unusual circumstance beyond the control of the Contractor. Any time extension will be authorized only in writing by the Project Manager and the Town Manager; in which case the inspection cost charges will begin on the first working day after the extended time limit.

20.33 EMPLOYMENT OF LABOR:

The Contractor agrees that in the employment of labor, preference will be given, all things being equal, to citizens of Lisbon, the State of Maine and the United States in their respective order as above noted.

The Town of Lisbon prohibits discrimination and/or the exclusion of individuals from its municipal facilities, programs, activities and services based on the individual person's race, national origin, color, creed, religion, gender, sexual preference, age, disability, veteran status or inability to speak English.

20.34 CONDITIONS UNDER WHICH PROJECT MANAGER MAY COMPLETE WORK:

The Contractor hereby agrees that if the work to be done under this Contract shall be abandoned or if this Contract or any part thereof shall be sublet without the previous written consent of the Project Manager, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or at any time the Director shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Project Manager shall have the power and right to notify the Contractor to discontinue all work or any part thereof under this Contract. Thereupon the Contractor shall discontinue the work or any such parts thereof as the Director shall have the power, by contract with or without advertising, day labor or otherwise as he/she may determine, to employ such labor and obtain such tools and appliances as he/she may deem necessary to work at and be used to complete the work herein described or such parts thereof as the Project Manager may deem necessary, and to use such tools and materials of every description as may be found upon the line of work, and to procure other materials for the completion of the same, and to charge the expense of said labor, tools and materials to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such monies as may be due or may become due the Contractor under this Contract or any part thereof. In case such expense is more than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the Contractor shall pay the amount owed by the Town under this Contract at the time the Contractor is notified in writing to discontinue the work or any part thereof, plus the amount of the Bond executed by the Contractor for the performance of the Contract.

20.35 PAYMENT FOR MATERIALS:

Payments will be made in accordance with the price stated in the Contract. The Contractor may include requests for payment of material delivered to the job site when such requests are accompanied by invoices substantiating the requests for material payment satisfactory to the Town.

20.36 GUARANTEE:

The Contractor guarantees that the work to be done under this Contract will be done in a good and workmanlike manner and all materials, whether furnished by him/her or the Town used in the construction of the work, will be free from defects and flaws and in conformity with the Plans and Specifications in

all respects. This guarantee will be for a period of one (1) year after the date of acceptance of the whole work by the Town of Lisbon.

The Contractor shall at all times, until the final acceptance of the whole work, keep the surface of the streets and sidewalks in the position and condition required by these Plans and Specifications. If at any time within the period of the guaranty, any other part of the work constructed under the terms of this Contract shall in the opinion of the Director of Public Works require repairing, the Director shall notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Director within the time limit as set forth in the notice in writing to the Contractor of the required repairs, then the Director of Public Works may make the necessary repairs, by contract or otherwise, and the Town shall have a claim against the Contractor in the amount of the expense incurred by the Town in making such repairs.

It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

20.37 WORK DAY:

A work day shall be any day, other than a State of Maine legal holiday or Sunday, on which weather and working conditions permit the Contractor to make effective use of not less than seventy-five (75%) per cent of the hours during the regular work day. In the event the Contractor is granted permission to engage in work on a legal holiday or Sunday, such a day will be considered and counted as a work day.

END OF DOCUMENT