

Buyer	Name	Town of Chebeague Island	Contact	Marjorie Stratton		
	Address	192 North Road	Telephone	207-846-3148	Ext _____	
	City	Chebeague Island	Facsimile	_____	Cell _____	
	State	ME	Zip	04017	Email	townadmin@chebeague.net

Project	Description	Cold Mix Asphalt (CMA) spot shim & overlay		Job No.	_____
	Location	John Small Rd & South Rd		Date	7-22-15 May be withdrawn after 30 days
	Owner	Same as buyer	Engineer	_____	General Contractor

The above Contractor is pleased to propose the following Scope of Work:

Project 1, Section 1: John Small Rd, Beginning at the intersection of the South Rd continuing 3500 ft x 19 ft (pavement condition change)

Item/ Description	Quantity	Unit Price	Extension
1. Manufacture & Place 1" CMA Shim & 1.75" CMA Overlay	1,117 Tons	\$113.21	\$126,455.57

Project 1, Section 2: John Small Rd, Beginning at pavement condition change, continuing 2425 ft x 20.25 ft, to end of section.

Item/ Description	Quantity	Unit Price	Extension
1. Manufacture & Place 1.75" CMA Overlay w spot shim areas	590 Tons	\$113.21	\$66,793.90

Project 2: South Rd, Beginning at pavement condition change, continuing 5100 ft x 20.0 ft, ending at Chandlers Cove Rd (2014 Project).

Item/ Description	Quantity	Unit Price	Extension
1. Manufacture & Place 1.5" CMA Overlay on Base Pavement	993 Tons	\$113.21	\$112,417.53

* 1/3 of contract shall be paid once materials are delivered & stockpiled on Chebeague Island.

Notes:

- Town to supply additional gravel as needed -Price includes Freight. -Traffic Control to be done by others.
- May use HMA near Boat Yard and to pave apron -Work window Late August to mid Sept.
- Barge Contact, Amery 207-776-4139
- Dick Clark TO Chebeague 207-650-0433
- Boat Yard Contact Paul Beleska 846-4146

Paving Details	Ready for Paving by	Required Complete by	Time of Day Restrictions	Day of Week Restrictions	Price Firm Through	Existing Subbase
	8-17-15	9-18-15	none	Mon thru Fri	30 days	N/A
	Provided by:	Fine grade Contr Buyer	Sweeping Contr Buyer	Joint cutting Contr Buyer	Fine grade compact Contr Buyer	Structure adjust N/A
State Spec	Certified	Retainage Allowed	Taxable	Berm Price	Handwork Price	Tack Coat Price
N/A	N	0.00 %	NO Incl	\$ 0.00	\$ 0.00	\$ 14.25 per gallon applied

MOBILIZATIONS: Prices are based on 1 mobilization(s). Additional mobilizations which become necessary will be subject to a charge of \$ 10,000 each.

ESCALATION: Prices are based upon current liquid asphalt costs, which are not guaranteed by suppliers and, therefore, subject to sudden adjustment during the term of this agreement. The base cost (index) of asphalt for this quote is \$ 505.00 per ton. Any increase in this index will necessitate an additional charge of \$ As per CMA Spec for every \$1.00 per ton increase in the cost of liquid asphalt.

NOTE: All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied. Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above. Payment terms are net 30 days, no retainage is permitted by Buyer, unless stated above, and subject to credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer from Contractor or any of its affiliates or subsidiaries. Balances not paid within above terms are subject to default interest at 1.5% monthly percentage rate. In such event, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees and court costs. Contractor reserves all rights to file lawfully permitted liens and seek other lawful remedies.

BY SIGNING BELOW, BUYER ACKNOWLEDGES AND AGREES THAT IT HAS ALSO READ AND APPROVED CONTRACTOR'S STANDARD CONDITIONS, ON THE REVERSE SIDE, AS REQUIRED INCLUDED PARTS OF THIS CONTRACT. This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal is accepted upon receipt of Buyer's signature, and the Contract is effective as of the date of Contractor's signature tendered to Buyer. Executed by both parties as a sealed instrument.

BUYER

Signature _____ Date _____
Name _____ Title _____

CONTRACTOR

Signature _____ Date 7-22-15
Name Ron W. Simbari Title Dir. of Marketing

STANDARD CONDITIONS

1. **Site Conditions:** Buyer warrants that the job site will be prepared for the Contractor's work prior to the agreed-upon commencement date, and will reimburse the Contractor for costs incurred by Contractor to modify the site in preparation for its work. If Contractor is performing fine grading services the site will be within one inch of final grade unless otherwise noted on the front. Contractor will not be liable for puddling, settling or other defects due to: (a) improper subbase prepared by another party; (b) improper final grade pitch prepared by another party; (c) improper drainage design; or (d) adverse weather conditions if the Contractor notified the Buyer of the adverse conditions and Buyer nevertheless requested that the Contractor perform the work, thereby assuming all risks of loss or damage arising thereafter.
2. **Rates.** Buyer will inform Contractor of prevailing wage conditions on the job site, if applicable. Buyer may request, and Contractor may at its sole option agree to work in excess of eight hours per day or on weekends. Buyer will pay Contractor at a rate of one and one half times the stated rates for hours worked over eight on a given day, or for Saturday work, and at a rate of two times the stated rates for Sunday or holiday work. Unless otherwise stated on the front, there shall be a minimum charge of eight hours for cost-plus work.
3. **Additional Paving Conditions.** (a) if Buyer disagrees with field measure it may request, at its own expense, a mutually acceptable competent engineer, to determine final measures; (b) Berm curb installed by machine is at the Buyer's risk and is not guaranteed in any way after installation, and is figured only upon a suitable, prepared base, the cost of which is not included in the berm curb price; (c) paving price includes only handwork that is incidental to machine paving; (d) all lines, stakes, engineering and layout are to be provided by Buyer unless otherwise stated; (e) unless otherwise stated this Contract excludes soil sterilant, jennite or other surface treatment, construction of sidewalks, island or forms, or cleaning/repair of adjacent streets.
4. **Commencement, Delays and Cancellation:** Contractor will commence and complete its work and/or deliver all goods within a mutually agreed schedule subject to the above-stated site conditions. Buyer will reimburse Contractor for its costs associated with delays caused by the site not being prepared for work, using Contractor's standard cost-plus billing rates. The parties agree that if the timely commencement, or progress, of the Contract is delayed or cancelled by fault of either party, the other party shall remain obligated for all lawful damages as a result, *provided however*, that if delay or cancellation is the result of *force majeure*, work strikes or stoppages, Contractor's inability to obtain previously assured raw materials or goods despite best efforts so to do, adverse weather conditions, cancellation or delay by governmental authorities, or matters otherwise beyond the reasonable control of either party, Contractor may extend the completion date, modify this Contract by agreement in writing, or terminate the Contract; but in any event with Buyer paying Contractor all monies then due and owing for goods previously sold and work previously performed including mobilization costs.
5. **Contractor's Express Warranties and Limitations:** Contractor expressly warrants to Buyer that: (a) Contractor has good and marketable title to goods covered hereby at the time of delivery to Buyer; (b) goods and services shall conform, at the time of delivery or performance, to (a) Buyer's specifications or plans, (b) established and published industry standards, (c) specifications approved or adopted by the governmental unit having jurisdiction over the areas to which the goods will be applied, or (d) Contractor's then current internal specifications. **No implied warranties of either fitness for a particular purpose, or merchantability, are made by Contractor, and are here expressly disclaimed.**
6. **Title:** Except as may be reserved to Contractor by law, title to, and risk of loss of, goods shall pass to Buyer as applied to the job site if applicable or otherwise delivered to the Buyer's requested delivery point if Contractor is not applying the materials.
7. **Taxes:** Unless otherwise stated, Buyer shall pay, or reimburse Contractor for, all taxes, duties and other governmental charges of whatsoever kind imposed upon Contractor with respect to this Contract or upon any transaction, goods, use of goods, production of goods, or Contractor's purchase or use of raw materials to make goods sold hereunder.
8. **Credit and Payment:** Terms are as set forth on front side, but remain subject to change, in reasonable discretion of Contractor, at any time if it deems Buyer to be less creditworthy than at time of Contract. In the absence of agreed Payment term, on front side, payment shall be due in full in cash or "good funds" prior to loading of goods except that, if Contractor deems that goods are unique to Buyer, payment shall be due in full in cash prior to manufacture by Contractor.
9. **Buyer's Acceptance and Waiver of Revocation:** As to each receipt of goods, as well as work, to be performed by Contractor under this Contract, any failure to provide it with written notice of any claimed breach of warranty, tender of non-conforming goods, or other fault on the part of Contractor in its performance under this Contract, within five (5) days after Buyer's receipt of such goods or work performed, shall be conclusively deemed to be waived by Buyer.
10. **Termination:** The price, terms and volumes offered by Contractor and committed to by Buyer pursuant to the terms of this Contract are based on Buyer's commitment to honor the terms of this Contract for the full term. Accordingly, either party may terminate this Contract, but only after breach by the other, or expiration of the term stated on the front side hereof or, is applicable, any subsequent extensions. If Buyer defaults on its payment obligations, Contractor may at its sole option terminate this Contract.
11. **Further Limited Buyer Remedies:** Buyer shall not be entitled to recover special or punitive, damages for any losses, costs, expenses, liabilities and damages whether direct or indirect and whether or not resulting from or contributed to by the default or negligence of the Contractor, its agents, employees, or subcontractors, which might be claimed as the result of the use or failure of the goods delivered, or work performed hereunder, (the "Event.") Any suits which may be commenced by Buyer, or subrogee, against Contractor must be brought within 60 days from the date of the Event, or be barred by this agreed Statute of limitations.
12. **Indemnity:** As to Contractor's goods and work accepted by Buyer, Buyer agrees to indemnify and defend and save harmless Contractor from and against any claims, demands, administrative actions, or suits arising under, out of, or in any way directly or indirectly resulting from, this Contract, whether by Buyer or any third party, occasioned by: (a) Buyer's handling, storage, sales, transportation, use, misuse, disposal of goods purchased hereunder; (b) goods and/or services provided by Contractor in connection with this Contract; (c) claims of environmental violations arising from Buyer's use of Contractor's goods; (iv) third party or Buyer's employee, independent contractor, or consumer health or safety allegations arising from (b); (e), any and all claims for property damage, or bodily injury by any parties, arising from (c); penalties and violations associated with prevailing wage violations arising from Buyer's failure to notify Contractor of prevailing wage conditions on the job site.
13. **Applicable Law, Jurisdiction, and Venue:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, including any statutes of limitations, but excluding conflicts of law rules. Exclusive jurisdiction and venue is agreed to by the parties to remain solely in the state, or federal courts located within the Commonwealth of Massachusetts. **BOTH CONTRACTOR AND BUYER EXPRESSLY WAIVE TRIAL BY JURY.**
14. **Miscellaneous:** A waiver of any provision of the Contract by Contractor in any instance, shall not be considered as a continuing waiver. If any portion of the Contract shall be determined by a final court of competent jurisdiction to be unenforceable, the remainder of the Contract shall continue in force and effect. Contractor may sub-contract, or assign some or all duties under this Contract, however Buyer may do so only with written consent of Contractor, in its sole and exclusive discretion.