

EXHIBIT 7

EXAMPLE OF CONTRACT AGREEMENT

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT is made on the date last signed below, by and between the Municipality of Sanford, a body corporate and politic with its principal administrative offices at 919 Main Street, Sanford, ME 04073 (the Municipality), and _____, a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business at _____.

The Municipality and the Contractor, in consideration of the mutual promises set forth in this Agreement (the Contract), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 026310.00, for Sanford Heads Up Safety – Updated Pedestrian Signage Project in the Municipality of Sanford, County of York, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Municipality shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 14, 2024.** Further, the Municipality may deduct from money otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be the basis for determining the original Contract amount. Accordingly, the amount of this offer is _____

\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Bid Specifications, *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and *Standard Details (March 2020 Edition)* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that the documents listed above will govern this Contract.

E. Certifications.

By signing below, the Contractor certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract, are complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned – having carefully examined the work site, Bid Specifications, *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and *Standard Details (March 2020 Edition)* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for construction of:

WIN 26310.00: Sanford Heads Up Safety – Updated Pedestrian Signage Project in the Municipality of Sanford, State of Maine, on which bids will be received until the time specified in the Notice to Contractors – does hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached Schedule of Items.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Schedule of Items in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Municipality in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached Schedule of Items, which may be ordered by the Project Resident for the Municipality, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Maine Department of Transportation Standard Specifications (March 2020 Edition)*, and as addressed in the contract documents.

Second: That payment for the work will be subject to retainage as stated in Section 108.3 of the *Maine Department of Transportation Standard Specifications (March 2020 Edition)*.

Third: To begin the Work as stated in Section 107.2 of the *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for **30** calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief, that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Municipality.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract and the documents referenced herein.

MUNICIPALITY OF

Date

By:

Witness