

Selectmen

Lee Bryant, Chair
Patricia Eldridge, Vice
John Williams II
Greg Newell
Steve Armenia

**Town of Clifton**

135 Airline Road
Clifton, Maine 04428
(207) 843-0709

townoffice@cliftonme.com

**CEMETERY ROADWAY REHABILITATION
NOTICE OF REQUEST FOR PROPOSALS
TOWN OF CLIFTON, MAINE**

The Town of Clifton, Maine (the "Town") will receive proposals for resurfacing gravel cemetery roads until 6 PM on November 4, 2026 at the Clifton Town Office, 135 Airline Road, Clifton, Maine 04428, at which time and place all proposals will be publicly opened and read aloud.

Proposals must be submitted in writing, in a sealed envelope clearly marked on the outside "CEMETERY ROADWAY REHAB, DO NOT OPEN," addressed to the Town of Clifton, Attn: Selectmen, and received at the Clifton Town Office by mail or hand delivery.

The Proposer assumes full responsibility for appropriate delivery (via whatever means, including mail) on or before the designated time and to the designated location. The Town is not responsible for any proposal that fails to be delivered on or before the designated time and to the designated location specified in this notice, regardless of fault.

The Request for Proposals, specifications and contract documents are on file at the Clifton Town Office and may be obtained by contacting the Town Office. Town Office hours: Tuesday, Thursday, Friday 8 AM to 4 PM; Wednesday 10 AM to 6 PM; Closed: Monday, Saturday and Sunday.

RFP available:	10/27/2026
Deadline for written questions	Thursday, 10/29/2026
Last addendum issued by:	Friday, 10/30/2026
Proposals due and public opening:	6 PM 11/4/2026
Send Questions (in writing only):	Greg Newell, gnewell@cliftonme.com , (321) 987-7971

Date: October 27, 2026

Town of Clifton, Maine

By: Shaw Weeks, Town Clerk

TownOffice@CliftonME.com

(207) 843-0709

SECTION 2. STANDARD INSTRUCTIONS TO PROPOSERS

2.1 Contract Documents and Definitions

This Request for Proposals (the "RFP") consists of Section 1 (Notice of Request for Proposals), Section 2 (Instructions to Proposers), Section 3 (Project Information and Special Conditions), Section 4 (Technical Specifications), Section 5 (Contract Agreement), Section 6 (Proposal Form), and any appendices. In this RFP, "Town" means the Town of Clifton, Maine; "Proposer" means any person or firm submitting a Proposal; "Contractor" means the Proposer awarded the contract; "Town Contact" means the person named in Section 1 to receive questions; and "Town Representative" means the person named in Section 3.2 to oversee the work. The successful Proposer shall be required to sign an agreement substantially similar to the Contract Agreement in Section 5.

2.2 Examination of Documents and Site

Each Proposer must visit the sites of the Services and inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this RFP. If Section 3.7 requires a mandatory site visit, the Proposal of a Proposer that did not attend may be rejected. The Town disclaims any and all responsibility for injury to Proposers, their agents or others while examining the work site or at any other time.

2.3 Questions and Addenda

All questions by Proposers pertaining to this RFP must be submitted in writing (by mail, hand delivery or email) to the Town Contact named in Section 1 and must be received by the question deadline stated in Section 1. Any question which, in the opinion of the Town, requests interpretation will be addressed by a written interpretation in the form of a numbered Addendum. Addenda will be sent by email to each person or firm on record as having obtained the RFP, and posted at the Clifton Town Office, not later than three (3) days prior to the scheduled opening of Proposals. If an Addendum must be issued later than that, the Town may postpone the opening. Oral statements or explanations by any Town official, employee or representative do not modify this RFP and are not binding on the Town; only written Addenda do. Proposers shall acknowledge receipt of all Addenda in the space provided on the Proposal Form.

2.4 Preparation of Proposals

Proposals must be submitted on the Proposal Form in Section 6, or an exact copy of it, and strict compliance with the requirements of this RFP is necessary. All blanks must be completed in ink or typed. The Proposal must be signed by a person authorized to bind the Proposer and must state the Proposer's full name and address. The Proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity(entities) owning the materials and equipment and/or providing the personnel that forms the basis for the Proposal. Proposers may not add conditions, qualifications or alterations to the Proposal Form, and any such change may cause the Proposal to be rejected. If a unit price and its extended total do not agree, the unit price governs. If an amount stated in words and in figures do not agree, the amount in words governs. One (1) signed original is required. Proposers are responsible for all of their costs in preparing and submitting Proposals.

2.5 Proposer Statements

Each Proposer is required to state in its Proposal: (1) the Proposer's name and place of business and the names of persons or parties interested as principals with it; (2) that the Proposal is made without any connection with any other Proposer making any proposal for the same Services; and (3) that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom. These statements are included in the Proposal Form.

2.6 Submission and Opening of Proposals

Each Proposal must be enclosed in a sealed envelope marked on the outside as stated in Section 1 and delivered by mail or by hand to the Clifton Town Office by the deadline stated in Section 1. Proposals will not be accepted by email, fax or any other electronic means. Any Proposal received after the deadline shall not be considered and will be returned unopened. The Town will mark the date and time of receipt on each envelope and keep all Proposals sealed until the public opening. Proposals will be publicly opened and read aloud at the time and place stated in Section 1. The reading of a Proposal is not an acceptance of it. Proposals become the property of the Town upon receipt. Once opened, Proposals are public records subject to Maine's Freedom of Access Act.

2.7 Modification and Withdrawal

A Proposal may be withdrawn or modified by written request, signed by the Proposer, that is received by the Town before the deadline. No Proposal may be withdrawn within a period of thirty (30) days after the opening of Proposals.

2.8 Insurance

Before commencing work under the Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers' compensation insurance coverages as set forth in Section 5, Article IX.

2.9 Qualifications of Proposers

The Town may require any Proposer to show that it has the experience, equipment, personnel and financial ability to perform the work, and may contact references. Proposers shall submit with their Proposals any items listed in Section 3.7. The Town may reject the Proposal of a Proposer that the Town determines is not able to perform the work or that has previously failed to perform similar work satisfactorily.

2.10 Compliance with Laws and Safety

All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and the United States. The Contractor shall comply with all other applicable federal, State and local laws, rules and regulations

2.11 Rights Reserved by the Town

The Town 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 Town to do so.

Proposals may be held by the Town 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 Proposers prior to the award of a contract.

2.12 Basis of Award

The Town will award the contract on the lowest price basis. The contract will be awarded to the responsive and responsible Proposer submitting the lowest total Proposal price. A responsive Proposal is one that conforms in all material respects to this RFP. A responsible Proposer is one that has the capability, equipment, experience and integrity to perform the work.

2.13 Award

The contract will be awarded by vote of the Clifton Selectmen at a public meeting, and the Town will notify the successful Proposer in writing. No contract exists until the Agreement has been signed by the Contractor and by the Select Board. Any award is subject to the appropriation of sufficient funds for the Services.

2.14 Documents Required After Award

Within ten (10) calendar days after receiving written notice of award, the successful Proposer shall deliver to the Town:

- a. a signed Agreement substantially similar that found in Section 5;
- b. certificate(s) of insurance meeting Section 5, Article IX, naming the Town as an additional insured;
- c. a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

No work may begin until the signed Agreement, insurance certificates and any required bonds have been received and accepted by the Town. No payment will be made until a completed Form W-9 is on file with the Town. If the successful Proposer fails to deliver these documents within the time stated, the Town may cancel the award and award the contract to the next qualified Proposer or reject all Proposals.

SECTION 3. PROJECT INFORMATION AND SPECIAL CONDITIONS

This Section states the requirements that apply to this project. Where Section 2 or Section 5 refers to this Section, the box checked here controls.

3.1 Project Description

Project title: Cemetery Roadway Rehabilitation

Locations:

- Maple Wood Cemetery, Route 180, Clifton, ME.
- Mt. Pleasant Cemetery (approximately), 741 Airline Rd, Clifton, ME.

See Appendix A for map of gravel roadways to be resurfaced.

Description of work: Resurfacing gravel cemetery roads. See Technical Specifications 4.2.

3.2 Town Representative

The Town Representative for this project, who will oversee, inspect and accept the work for

the Town, is Greg Newell, Selectmen & Road Commissioner, GNewell@CliftonME.com, (321) 987-7971.

3.3 Schedule

Substantial completion is required by December 4, 2026.

3.4 Basis of Award (Section 2.12)

☒ Basis A: Lowest total Proposal price.

3.5 Liquidated Damages (Section 5, Article III)

☐ None.

☒ \$50 per calendar day after the substantial completion date.

3.6 Materials Furnished by the Town

☒ None. The Contractor furnishes all materials.

3.7 Additional Submittals with the Proposal (Section 2.9)

☒ References for similar work, with contact names and phone numbers.

☒ List of equipment to be used on the project.

3.8 Special Conditions

A. On Site Materials

- Any excavated or removed roadway materials shall be retained on-site. The contractor shall place these materials at a location designated by the town representative.

B. Professional Conduct and Site Care

- Cemetery Decorum: The Contractor recognizes that the work sites are active municipal cemeteries. All personnel must maintain a respectful demeanor and strictly prohibit loud music or disruptive behavior.
- Funeral Services: The Town reserves the right to temporarily halt rehabilitation work if a funeral service or graveside ceremony is scheduled. The Contractor must cooperate fully with the Town to adjust schedules around these events at no additional cost to the Town.
- Protection of Property: The Contractor must take extreme care to avoid damaging existing gravestones, historical monuments, plots, fencing, trees, and turf. Any damage caused by the Contractor's operations, machinery, or personnel must be repaired or replaced immediately to its original condition at the Contractor's sole expense.

SECTION 4. TECHNICAL SPECIFICATIONS

4.1 General Requirements

Scope. The Contractor shall furnish all labor, equipment, materials, hauling and supervision necessary to complete the work.

Notice and supervision. The Contractor shall notify the Town Representative at least [48] hours before starting work and before each new phase of work, and shall keep a competent supervisor on site while work is in progress. The Town Representative shall have access to all

parts of the work. Work performed without notice to the Town Representative may be ordered removed and replaced at the Contractor's expense.

Traffic control. When work is on or next to a public way, the Contractor shall provide and maintain traffic control in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), Part 6. The road shall remain passable for emergency vehicles at all times, and residents shall have reasonable access to their properties. Any road closure or detour requires the advance approval of the Town Representative.

Utilities and Dig Safe. The Contractor shall notify Dig Safe (811) before any excavation as required by Maine law, shall locate and protect all utilities, and is responsible for any damage to them caused by its work.

Erosion and sediment control. The Contractor shall comply with Maine's erosion and sedimentation control requirements, shall install and maintain the controls needed to keep sediment out of streams, wetlands and drainage systems, and shall stabilize disturbed soil promptly.

Protection of property. The Contractor shall protect mailboxes, driveways, culverts, signs, fences, trees, lawns, utility poles and survey monuments, and shall repair or replace at its own expense anything damaged by its work.

Materials. All materials shall be new unless otherwise specified and shall conform to these specifications. The Town Representative may require the source of a material, or a sample, before delivery.

Restoration. In addition to the clean-up required by Section 5, Article XV, the Contractor shall restore shoulders, driveway entrances and other disturbed areas to a condition equal to or better than before the work.

Inspection and acceptance. The Town Representative will inspect the work. Work that does not conform to these specifications shall be corrected at the Contractor's expense. The work is complete only when the Town accepts it in writing.

4.2 Gravel Surfacing and Grading

Material Specifications. All aggregate used must be clean, high-quality Grade A, 2" minus stone aggregate. The material must conform strictly to Maine Department of Transportation (MaineDOT) Standard Specifications for aggregate properties, gradation, and quality.

Site Preparation. Before new material is placed, the existing surface shall be graded and shaped to remove ruts, potholes and all plant life, weeds, roots, and organic debris from the existing road footprint.

Placement and compaction. The Grade A 2" minus Stone aggregate must be spread uniformly, shaped to the designated cross-sections, and properly graded to ensure positive water drainage away from burial plots and monuments. The material must be compacted thoroughly with mechanical equipment until there is no visible displacement under the roller. The goal is to achieve a dense, stable driving surface that minimizes future rutting, shifting, or erosion.

4.3 Payment

Lump-sum items will be paid upon completion and acceptance. Unless an item is listed

separately in the Price Schedule, its price includes all labor, equipment, materials, hauling, traffic control, erosion control, clean-up and restoration.

SECTION 5. STANDARD CONTRACT AGREEMENT

SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ by and between the Town of Clifton, a municipal corporation existing under the laws of the State of Maine and located in the County of Penobscot, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONTRACTOR").

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER 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 and Specifications entitled: CEMETERY ROADS REHABILITATION issued under date of _____, 20__ by the Town of Clifton and shall do so in accordance with the Contractor's Proposal dated _____, 20__, which Request for Proposals, Specifications and Proposal are 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, the Specifications, the Drawings 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 analyses, reports, and other Services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his analysis, reports, 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 non-assignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither OWNER's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

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 be furnished by it.

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, the Specifications, this Agreement and the site of the Services 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. Completion of Services; Completion Date

The Services to be performed under this Agreement shall be commenced by _____ and substantially completed on or before December 4, 2026 . If Section 3 of the Request for Proposals provides for liquidated damages, then, due to the difficulty of calculating damages for late completion, liquidated damages in the amount per calendar day stated there for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Agreement.

IV. Contract Price

The OWNER shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of \$ _____ (the "Contract Price"), subject to adjustment for actual quantities at the unit prices stated in the Proposal, as provided in the Request for Proposals.

V. Payments

CONTRACTOR shall submit for OWNER's approval monthly invoices for the Services performed hereunder in the previous month. The OWNER shall pay CONTRACTOR such approved amounts within thirty (30) days from OWNER's receipt of said invoice. No payment shall be made until the CONTRACTOR has furnished the OWNER a completed IRS Form W-9. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

VI. Guarantee

A. To the extent construction or materials are provided in the provision of Services hereunder, the CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the OWNER's written acceptance of this project, and agree to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one-year period.

B. The CONTRACTOR represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such Services, the documents shall be stamped by a professional engineer registered in the State of Maine.

VII. Permits and Licenses

Permits and licenses necessary for the prosecution of the Services shall be secured and paid by the CONTRACTOR.

VIII. Owner's Right to Terminate Contract

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as a bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials 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 OWNER 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 OWNER.

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

IX. 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 OWNER, 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. § 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 OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S. §§ 8101-8118) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall, at its own expense, provide for the protection of its employees not otherwise protected.

D. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. 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 OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, nonrenewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's Commencement of Services hereunder.

X. Indemnification

The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its 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 CONTRACTOR, its subcontractors, agents or employees.

XI. Liens

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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 OWNER.

XIII. Subcontracts

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XIV. Use of Premises

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work, materials or Services.

XV. Cleaning Up

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Services, and at the completion of the Services it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave the premises "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR.

XVI. Final Payment

Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by the OWNER to the CONTRACTOR when the Services have been completed, the Contract fully performed, and the OWNER has accepted the Services in writing.

XVII. Ownership of Documents

All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of Services under this Agreement or sooner upon OWNER'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 OWNER. The OWNER agrees that it will not use the construction plans and specifications developed

under this Agreement for any project other than the project specified herein without the written consent of the CONTRACTOR, which consent shall not be unreasonably withheld.

XVIII. Disclaimer

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.

XIX. 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.

XX. 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.

XXI. Notices

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

TO OWNER: Town of Clifton, Attn: Select Board, 135 Airline Road, Clifton, Maine 04428

TO CONTRACTOR: _____

XXII. Remedies

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

XXIII. 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.

XXIV. 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 OWNER.

XXV. Extent of Agreement

This Agreement (and the Request for Proposals, including all Addenda, and the CONTRACTOR's Proposal attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

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

OWNER: TOWN OF CLIFTON, by its Board of Selectmen

_____ Selectman

_____ Selectman

_____ Selectman

_____ Selectman

_____ Selectman

Witness: _____

CONTRACTOR: _____

By: _____

Its: _____

Witness: _____

SECTION 6. - PROPOSAL FORM

CEMETERY ROADWAY REHABILITATION

Return this Section, completed and signed, with any required attachments, in a sealed envelope as directed in Section 1.

TO: Town of Clifton Select Board
Clifton Town Office
135 Airline Road
Clifton, Maine 04428

Dear Members of the Board of Selectmen:

The undersigned hereby declares that it has carefully examined the location of the proposed CEMETERY ROADWAY REHABILITATION, the Request for Proposals dated October 27, 2026, and the Specifications therein referred to, and the proposed Services Agreement, and that it proposes and agrees, if this Proposal is accepted, in whole or in part, with the Town of Clifton (hereinafter the "Town") 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 prices stated in the Price Schedule below.

Price Schedule

Item	Description	Unit Price	Extended Total
1		\$	\$
2		\$	\$
TOTAL PROPOSAL PRICE		\$	

Total Proposal Price in words: _____

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, if the Town accepts this Proposal within thirty (30) days from the date of opening of the Proposals and sufficient funds are appropriated for the Services, it will execute the Services Agreement and deliver the documents required by Section 2.13 of the Instructions to Proposers, including certificates of insurance, any required bonds, and a completed IRS Form W-9, within the time stated there.

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 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.

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; in the case of a corporation, give names and addresses of President, Treasurer and Manager; in the case of a partnership, give names and addresses of members):

Attachments included (as required by Section 3):

☐ References ☐ Equipment list

Date: _____, 20__

By: _____ (Signature of Proposer)

_____ (Printed Name and Title)

_____ (Name of Entity)

_____ (Legal Address)

_____ (Principal Place of Business)

Address to which all correspondence and notifications to Proposer are to be sent:

Proposer's Telephone Number: (____) _____ Email: _____

Appendix A.
Location Maps, Photographs and Area Details



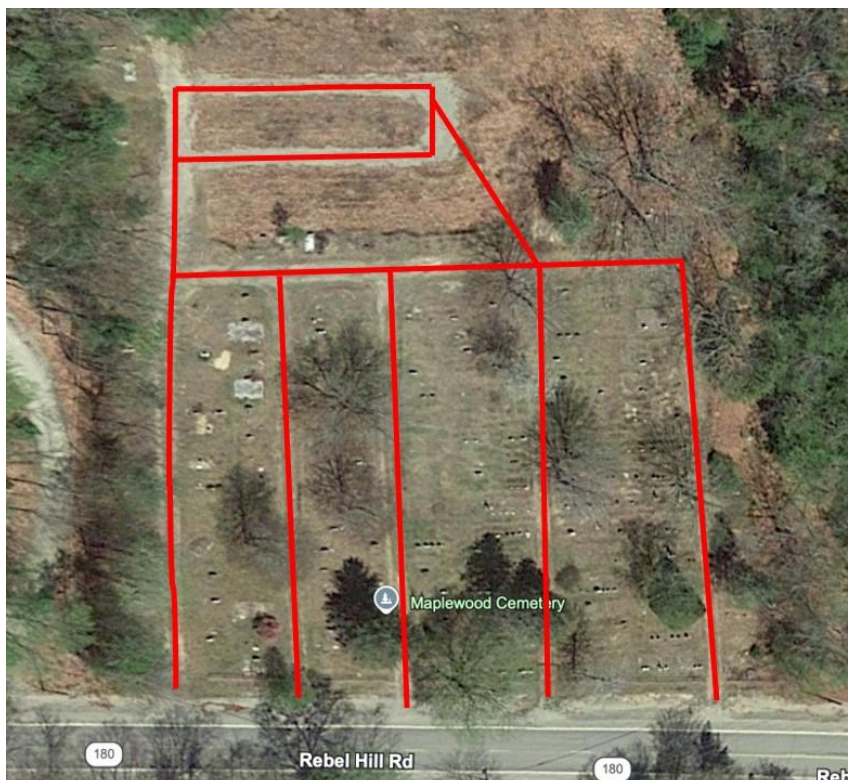
Mt. Pleasant Cemetery

The red lines are the approximate locations of all roadways in the cemetery.

The roadway ranges from 8 to 10 feet wide.

The approximate length of the roadway is 320 feet.

The approximate area of the roadways is 2,880 square feet.



Maple Wood Cemetery

The red lines are the approximate locations of all roadways in the cemetery.

The roadways range from 8 to 10 feet wide.

The approximate length of the roadways is 1,625 feet.

The approximate area of the roadways is 14,625 square feet.