



**First Settled  
1738**

# **Town of Gray**

24 Main Street  
Gray, Maine 04039  
[www.graymaine.org](http://www.graymaine.org)

## **Request for Proposals for Comprehensive Plan Update/Rewrite for the TOWN OF GRAY, MAINE**

### **Issuing Office:**

Town of Gray Community Development Department  
Henry Pennell Municipal Complex-Town Hall  
24 Main Street  
Gray, Maine 04039

### **Timeline:**

March 8, 2019:	RFP Issued by 4:00 P.M.
March 22, 2019:	Receipt of all questions by 12:00 P.M.
March 26, 2019:	Questions answered by 4:00 P.M.
April 5, 2019:	Responses due to Gray Town Hall by 12:00 P.M.
May 7, 2019:	Successful Bidder Chosen by Town Council
June 30, 2019:	Successful Bidder Signs Contract for Professional Services
June – Dec. 2020:	Completion of Comprehensive Plan

### **Primary Contact:**

Doug Webster, AICP, Community Development Director  
[dwebster@graymaine.org](mailto:dwebster@graymaine.org) (207) 657-3112

### **NOTICE TO BIDDERS Invitation to Bid**

The Town of Gray is soliciting bids from qualified firms to facilitate the preparation of a new Comprehensive Plan for the Town of Gray.

The Town's currently adopted Comprehensive Plan was completed in 2003 and deemed inconsistent with the Growth Management Act (GMA) by the State Planning Office in March of 2004 (the "2003 Plan"). There have been several substantive changes in the community since 2003 including the construction of the by-pass (Rt. 26A) and population increases resulting in being forced to accept Urban Compact Areas by the State,

The Gray Town Council is committed to a thorough update/re-write of the 2003 Plan, involving extensive public outreach throughout the undertaking. It is imperative that the new Plan be consistent with the GMA by the State.

The Town Council is in the process of forming a Comprehensive Plan Steering Committee (CPSC) that will be guiding the Comp Plan process with substantial input from the selected consultant and Town staff as appropriate.

The following describes the scope of services desired, particular needs for a response, and timeline for submissions.

### **1. Project Description**

Working collaboratively with both the Town's Comprehensive Plan Steering Committee ("CPSC") and Town Staff, the consultant will take a leading role in: (1) preparing a new Comprehensive Plan (the "2020 Plan") for the Town, (2) assisting the Town in submitting the 2020 Plan to the State of Maine, (3) ensuring that the 2020 Plan is compatible with the State of Maine Growth Management Act, and (4) in conjunction with the Town, propose and implement a plan to effectively solicit public input through surveys, workshops, or other means the consultant deems appropriate to gauge public opinion and support for the 2020 Plan's contents.

The Gray Town Council expects periodic updates throughout the process to ensure that it is apprised of forward progress and any anticipated policy decisions. The Council would like to have the Plan completed *within 12 to 18 months from the time a bid is awarded*; however, the Town is committed to extensive public input *throughout* the process, which may necessitate additional time to complete the 2020 Plan.

Accessibility in content and formatting is very important. The Town Council intends to have the 2020 Plan easily understood by the majority of Gray residents. While some of the background chapters may not necessarily fit with this style, *the essential components of 2020 Plan must be clear* or else the Plan will not be readily understood and therefore will not be providing the necessary policy direction to Gray residents. There are fairly recent comprehensive plans for municipalities in southern Maine that serve as examples of this more user-friendly approach that the Council endorses.

Perhaps the paramount objective is to have the policy directions detailed in the 2020 Plan practically implementable through extensive public outreach. Many parties involved with municipal government have seen examples of a duly adopted Comp Plan fall on political skids when it came time to actually implement the policies memorialized in the Plan. Obtaining accurate and frequent public input representing the majority of Gray residents throughout the formulation of the new Plan is the most effective method of ensuring that the

policies can be implemented. The Council is looking for the selected consultant to create a process that accomplishes this goal.

Lastly, to the maximum extent practicable, the new Plan should speak with "one voice". One of the shortcomings of the 2003 plan is that it is arguably disjointed which caused confusion even among those familiar with Comp Plans. The Town intends to have the technical components of the new Plan dovetail well with the policy direction and objectives.

## **2. Relevant Background**

### **Current Comprehensive Plan**

As detailed above, the Town's current Comprehensive Plan was completed in 2003 and was later deemed inconsistent with the GMA by the State of Maine. This caused both frustration among residents and the Town Council. The general sentiment within the Town is that these problems arose due to insufficient community involvement and input in the formulation of the final 2003 Comprehensive Plan. Correcting this past oversight and demonstrating *how* a bidder will better integrate the community into the process of creating the 2020 Plan is imperative.

The path the then Town Council took for the 2003 Plan was to hire a consultant to take over virtually all aspects of the Plan. While there was a Comp Plan committee for the 2003 Plan effort, the Town-selected consultant took the lead arguably without adequate public input. It is also noteworthy that there was a rather substantial financial cost associated with the consultant's services.

Additionally, the Town has expanded and evolved since the 2003 Plan was drafted. Among the most visible changes are population growth, construction of the by-pass, and steady increases in traffic volumes. As a result, much of the background sections contained in the 2003 Plan are likely out-of-date and will need extensive review and revision. It is the objective of the Town Council to utilize the formulation of the new Plan as an opportunity to not only sustain appropriate past policies but also to craft new directions; to coin the Latin term "de nova" meaning once more, anew, again.

### **Comprehensive Plan Steering Committee**

The Town Council is in the process of creating a 9 to 11 person Comprehensive Plan Steering Committee ("CPSC") for the purposes of guiding the compilation of the new Plan. The Town's goal is for the CPSC to be as reflective of the entire community as possible. It will be the responsibility of the successful bidder to act as a facilitator of the CPSC, as well as a liaison between the CPSC and the Town Council.

As detailed in the materials that the Council is finalizing, it is anticipated that there will be two types of CPSC members. The first is a "core" CPSC member that will be expected to attend the monthly meetings for the duration of the compilation of the plan. The second type is a "contributing" CPSC member. Contributing members are those that cannot commit to the entire undertaking but are willing to help for one or more components of the Plan.

The Town will be requesting applications for CPSC members to be due on April 5<sup>th</sup>, the same day that the responses to this RFP are due. The Council intends to review committee applications and form the CPSC simultaneously with the selection of the consultant. The goal is to have the consultant selected in time for the first CPSC meeting. The consultant should be prepared to propose a recommended basic structure of the committee, ground rules, etc. for the CPSC's consideration at their first meeting.

### Work Completed to Date

In addition to working on forming the CPSC, the Town has completed two other components related to the new Plan undertaking. The first is that the Town has contracted with the Greater Portland Council of Governments (GPCOG) to create an interactive development constraints map. This map is intended to provide a visual tool to enable viewing the entire Town and showing which areas may be well suited for future development.

The map will also enable users to select one or more additional layers depending upon the purpose of the map. Examples of the layers are aerial photos, parcel lines/parcel ID, wetlands, slopes, topography, soils, sorting by parcel size, and many more. This map can be used for multiple other purposes such as open space planning, possible future road connections, and planning for recreation department needs. This map is 75% or more complete at this time.

The second component that has been completed by GPCOG is five of the basic inventory chapters. GPCOG has completed the initial drafts of the following chapters: Housing, Economy, Transportation, Population and Demographic, and Water and Natural Resources. Once the consultant has been selected and the CPSC formed, the Town envisions reviewing GPCOG's work where it can/will be fine-tuned as appropriate.

### 3. Special Issues & Key Challenges

There are two other elements that consultants should be apprised of regarding the new Plan undertaking.

The first is in regards to groundwater protection. Part of the Town of Gray is in a Federal "Superfund" site (McKin). This designation prohibits the siting or use of potable wells in the affected area. This was the primary impetus for expanding the

availability of public water via the Gray Water District (GWD). For many years, much of the Town was in Aquifer Overlay Zone (AOZ) which limited development for much of the Town. About ten years ago, the Town and the GWD joined forces and refined the actual recharge area for the GWD's principle well. The result was that much of the AOZ was eliminated.

While this was viewed positively by most residents, the aquifers that cover a sizeable portion of Gray obviously still remain; however, they are no longer afforded the same level protection they had under the AOZ. As the Town grows, depending upon the type, location, and density of development, it is arguably prudent to consider standards designed to minimize the contamination of groundwater from the aquifer areas. Such proposals are likely to spark discussion from residents and business owners.

The second element that consultants should be aware of is related to the future land use map that is a necessary component of the 2020 Plan. While the 2003 Plan has such a map, it came under significant political scrutiny when Hannaford wanted to locate on Rt. 26 opposite Libby Hill Road. The Plan ended up being amended to allow the store to locate but there were spirited discussions. About six years ago, there was an initial proposal to change the zoning on Rt. 26 between the by-pass and Dry Mills (North Raymond Road) to allow various commercial uses. The proposal did not gain resident support and no zoning was changed.

Consultants should also be aware that the Town currently has three Tax Increment Financing (TIF) Districts. The south Gray TIF focuses on now-completed water-main upgrades on Rt. 100 and will expire in 2026. The Northbrook TIF encompasses a business park off of the by-pass and will end in 2027. The most recent Village TIF, established in 2018, focuses on infrastructure improvements in the village for a 30 year period.

Related to land use is the topic of open space. Over the past several months, various Town representatives have expressed interest in examining the options for open space in Gray. The Town is incredibly fortunate to have an extensive trail network at Libby Hill and is at the very beginning stages of exploring options that may be available to create a long-range plan. It may be an opportune time to examine possibilities given the some multi-generational properties have recently appeared on the market for sale. Ideally, the 2020 Plan would incorporate at least the level of willingness for the majority of residents to consider funding long-range open space plan.

The point of raising these past examples is that there is fairly recent history of proposals to change the future land use map that has resulted in controversy. It is likely that creating a future land use map for the new Plan will prove to be one of the most challenging aspects of compiling the plan. The by-pass changed the traffic flow through the village but there are still many advocates of focusing energies on village development. Other residents believe that it is not a good use

of tax dollars to invest in the village. The 2020 Plan is likely to inherit this paradox with the ideal outcome of obtaining what the majority of Gray residents actually want to see for their Town.

#### **4. Consultant Role & Responsibilities**

At the Gray Town Council meeting on 2/19/19, the Council provided input on their anticipated role for the Comp Plan consultant. This section of the RFP summarizes the discussion.

##### **Comprehensive Plan Steering Committee Facilitator**

The selected consultant is expected to attend and provide guidance at all CPSC meetings. While the composition of the CPSC is intended to reflect the cross-section of interests of Gray residents, most committee members do not have the training or background to be apprised of the countless steps and standards that need to be taken into account for the 2020 Plan to pass state scrutiny. The consultant should ensure that the CPSC, and particularly the chair, are apprised of such elements at the appropriate time in the project.

Working collaboratively with the chair, the consultant should set agendas and function as a facilitator at CPSC meetings as appropriate. Either the consultant or a CPSC member should take minutes to provide a summary of the meeting and to ensure that salient points are taken into consideration as the Plan develops.

The response to this RFP should include appropriate specific steps and a timeline for the public input component. The Town Council expects that while the regular CPSC meetings do not need to be recorded, *all formal meetings when public input is directly solicited, when practicable, will need to be recorded and televised* in order to keep residents apprised of progress and decisions made. The most efficient method to accomplish this is to hold the meetings in the Council Chambers at Pennell (Town Hall) with the dais and electronics in place.

##### **Creation of a Public Input Plan**

The selected consultant will be responsible for developing and presenting the overall "roadmap" for public input within the proposal. Once the consultant has been selected, they will work with the CPSC to implement the public input plan with any adjustments that may be warranted. Town staff and CPSC members, as appropriate, can help with the various mechanics such as coordinating meeting space, logistics, etc.

Regarding the duration of the consultant's services, as discussed in this RFP, the Council will be looking to the consultant to provide input regarding the timeframe necessary to thoroughly complete the process to develop an implementable Plan. While the Council would like to complete the undertaking in as short a time as

possible, they recognize that if sufficient measures are not taken during the drafting to ensure that the plan is viable, the overall objective will not have been met. The Town is looking to the consultant to provide the duration they deem appropriate and necessary to accomplish the task.

The Council is devoted to having the 2020 Plan written in one "voice" or "style" as mentioned above in the Project Description section of this RFP. The information in the more basic chapters should work in conjunction with the policies in the Plan. With the footnote that the Town has contracted with GPCOG for the five inventory chapters, the consultant will be responsible for writing the Plan with input from Town staff and the CPSC. Committee members will not be drafting language but will be asked to review and comment on prepared first drafts.

#### Updates to the Gray Town Council

There are two components regarding keeping the Town Council apprised of the project. The first is that they need to be aware of upcoming substantive concerns as soon as possible. The unlikely event of a conflict between State GMA goals and overall direction of the new Plan is an example. Secondly, the Council would like periodic updates to ensure that forward progress is being made and that they have an understanding of the timeline.

Depending upon the milestones and steps that have been completed, updates to the Council may need to be monthly. If there is slower progress, such as agreeing on the future land use map, then the updates may not need to be quite as frequent. Those accustomed to working in municipal arenas are comfortable with discerning the lines of when to keep duly-elected officials apprised of developments and the Town anticipates that this will be adhered to. It would be ideal if the CPSC chair and the consultant were both able to attend the regular Council meeting for these periodic updates.

#### Preparation and Finalization of New Comprehensive Plan

The selected consultant will be responsible for preparing a draft comprehensive plan that is substantially consistent with the specifications of the State of Maine Growth Management Act. As the consultant works on compiling the components of the 2020 Plan, input from the CPSC and Town staff should be solicited. Once completed, the selected consultant will present the proposed draft plan to the CPSC and at a public forum, or forums, as proposed by the consultant and deemed appropriate by the Town Council.

The selected consultant will be responsible for coordinating and/or assisting the Town with submittal of the draft plan to the State of Maine and will be responsible for answering any questions raised by the State and making any and all draft changes requested or required.

The selected consultant will also be required to perform any additional tasks deemed necessary by the Town, including by the Town Council or CPSC, to ensure that the completed comprehensive plan is consistent with state law and with the desired direction of the Town.

## **5. Submission Requirements & Follow-up questions**

- A. A minimum of eight (8) bound hard copies measuring 8 1/2 x 11 inches must be *received* by **12:00 P.M. on Friday, April 5th at Gray Town Hall. Hard copies should be addressed to the attention of Doug Webster, AICP and should be submitted in an enveloped marked: "Response to Comprehensive Plan RFP."** Additionally, one electronic copy must be submitted to [dwebster@graymaine.org](mailto:dwebster@graymaine.org) under the title "Response to Comprehensive Plan RFP." The electronic copy can be an e-mail attachment, an e-mail link, or posted on an FTP site.
- B. **Under no circumstances shall the electronic copy of the proposal suffice for the eight (8) required hard copies required by the 12:00 P.M. on 4/5/19 deadline.**
- C. Bids should include a detailed description of the bidder's qualifications, experience, and relevant examples of past projects. Such information should be submitted under separate cover in the same size, number, and manner of copies specified above in this section. Bids must also include at least two (2) references who are capable of providing the Town with information regarding the bidder's past work history on similar projects.
- D. Submittals must include a total cost for the completed project and an associated proposed payment schedule.
- E. Submittals must include a detailed explanation of how the bidder will facilitate input into the drafting of the 2020 Plan from the CPSC and members of the general public.
- F. As practicable, proposals should list specific tasks and associated respective costs.
- G. All inquiries regarding or relating to this RFP should be directed in writing to:

Doug Webster, AICP  
Community Development Director  
Town of Gray  
24 Main Street  
Gray, Maine 04039  
e-mail: [dwebster@graymaine.org](mailto:dwebster@graymaine.org)

H. In order to ensure all consultants have the same information:

1. All questions must be received in writing (e-mails are acceptable) to Doug Webster at Gray Town Hall no later than 12:00 P.M. on Friday, March 22nd and will be answered by 4:00 P.M. on Tuesday, March 26th.
2. Phone calls regarding the RFP will not be accepted.
3. All interested firms or consultants must contact Doug Webster in writing to the e-mail address above to ensure that the Town can send questions/answers to inquiries and clarifications/corrections to this RFP.

## **6. Selection Process**

The Gray Town Council will be selecting the consultant with input from Town staff as the Council deems appropriate. The successful bidder will be revealed at a public meeting to be held on May 7, 2019. Below are the components the Town Council will review; they are not prioritized in any particular order. Proposals will be evaluated based on the following criteria:

- Ability to deliver a final product that is consistent with parameters detailed in this RFP;
- Effectiveness of proposed method for obtaining and incorporating public input;
- Facilitation skills and experience;
- Familiarity with State Growth Management Act and ability to complete a comprehensive plan that is consistent with those parameters;
- Experience as principal party developing comprehensive plans;
- Examples of user-friendly formats and writing approaches to technical subject matter;
- Working knowledge of municipal land use law;
- Working with communities similar in size and composition to Gray;

## **7. Professional Services Contract**

The successful bidder shall be required to sign a contract with the Town of Gray in the same general form as the sample attached hereto, no later than thirty (30) days after the selection of the successful bidder.

## **8. Town's Reservation of Right to Refuse/Reject Bids; Right to Issue New RFP**

The Town of Gray reserves the right to accept or reject any and all submissions, to waive any or all formalities in the bidding, to evaluate bids, to investigate the references of any and all bidders, to negotiate with one or more bidders and otherwise to act as it deems to be in the best interests of the Town.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF GRAY AND**

---

This Agreement made this \_\_\_\_ day of \_\_\_\_, 2019, by and between the **TOWN OF GRAY**, a municipal corporation with a mailing address of 24 Main Street, Gray, Maine 04039 (hereinafter "TOWN") and \_\_\_\_\_, a \_\_\_\_\_ corporation with a mailing address of \_\_\_\_\_ (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the TOWN issued a Request for Proposals Comprehensive Plan Update/Rewrite, dated March 8, 2019; and

WHEREAS, CONTRACTOR submitted a proposal in response to the Request for Proposals; and

WHEREAS, the TOWN has selected CONTRACTOR'S proposal, subject to certain modifications agreed to by the parties; and

WHEREAS, the TOWN has determined that CONTRACTOR possesses the technical capacity and the ability to perform the work required hereunder,

NOW, THEREFORE, in consideration of their mutual promises, covenants, and agreements and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree as follows:

1. SCOPE OF SERVICES.

CONTRACTOR will furnish the materials, supplies, equipment and labor required to complete the update and/or rewrite of the TOWN's comprehensive plan, all as more fully set forth in:

- a. The Request for Proposals for Comprehensive Plan Update/Rewrite for the Town of Gray, Maine dated March 8, 2019 (attached hereto as ***Exhibit A***);
- b. CONTRACTOR'S Response to the Request for Proposals for Comprehensive Plan Update/Rewrite for the Town of Gray, Maine, dated April 5, 2019 (attached hereto as ***Exhibit B***).

CONTRACTOR hereby acknowledges receipt of the items described in subparagraphs a and b above (hereinafter referred to as the "Contract Documents"), all of which are hereby incorporated and made part of this Agreement by reference.

2. COMPLIANCE WITH CONTRACT DOCUMENTS.

The parties hereby agree to comply with all provisions of the Contract Documents. To the extent any provisions of this Agreement are inconsistent with the Contract Documents, this Agreement shall control.

3. COMPENSATION FOR WORK.

The TOWN shall compensate CONTRACTOR in accordance with the terms and payment schedule set forth in *Exhibit B*.

4. INDEPENDENT CONTRACTOR.

CONTRACTOR and all its employees, officers, and agents shall have independent contractor status and shall not hold themselves out as employees or officers of the TOWN.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW.

Any work done under this Agreement shall be in full compliance with the requirements of all applicable federal, state and local laws.

6. TOWN'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the TOWN 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: (1) the failure of the CONTRACTOR to comply with the material terms of this Agreement, including but not limited to the failure to comply with the agreed-upon completion schedule, (2) the CONTRACTOR's persistent disregard of federal, state, or local statutes, laws, codes, rules, regulations, orders, or ordinances, or (3) the failure of the CONTRACTOR to satisfactorily remedy any and all concerns or complaints raised by the TOWN related to the CONTRACTOR's performance under this Agreement within fifteen (15) days of the CONTRACTOR's receipt of written notice of such defective performance.

In the event that the TOWN terminates this agreement for cause, CONTRACTOR shall be compensated for all work completed up to the date of termination.

7. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR shall obtain and maintain throughout the course of this Agreement, at no expense to the TOWN, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance**, including products and completed operations liability in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **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 provide for the protection of its employees not otherwise protected.

c. All such insurance policies shall name the TOWN and its officers, agents, and employees as additional insured, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the TOWN. The CONTRACTOR, prior to commencement of work under this Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the TOWN certificates of insurance satisfactory to the TOWN evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the TOWN at least ten (10) days prior to cancellation, non-renewal, material modification, or expiration of policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the

TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the Town, nor shall the CONTRACTOR allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the TOWN. 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 thereunder.

8. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and hold harmless the TOWN, its officers, agents, and employees, against all liabilities, causes of action, judgments, claims, or demands, including attorney's fees and costs, for injuries or damages arising out of, or caused by the negligent performance of work or willful misconduct under this Agreement by CONTRACTOR, its subcontractors, agents, or employees.

9. LIENS

The final payment due to CONTRACTOR under this Agreement shall not become due until the CONTRACTOR, if required by the TOWN, has delivered to the TOWN a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts includes 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 TOWN to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the TOWN all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

10. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement, in whole or in part, without the written consent of the other party, nor shall the CONTRACTOR assign any prior monies due or to become due to it hereunder, without the previous written consent of the TOWN.

11. SUBCONTRACTS

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

12. 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.

13. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the TOWN 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, excluding any choice of law rule that may direct the application of the laws of any other jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Cumberland County, Maine.

14. NOTICES.

Any notices served under this Agreement upon either party shall be sent via United States first class mail, postage prepaid, as follows:

TOWN OF GRAY:

Deborah Cabana, Town Manager  
Town of Gray  
24 Main Street  
Gray, ME 04039

CONTRACTOR: \_\_\_\_\_

15. EXTENT OF AGREEMENT.

This Agreement and Exhibits A and B represent the entire and integrated Agreement between the TOWN and CONTRACTOR and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN and the CONTRACTOR.

IN WITNESS WHEREOF, the said TOWN OF GRAY has caused this Agreement to be signed and sealed by its Board of Selectmen hereunto duly authorized, and \_\_\_\_\_ has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, hereunto duly authorized, the day and date first above written.

WITNESS:

\_\_\_\_\_

**TOWN OF GRAY**

By:

\_\_\_\_\_  
Deborah Cabana, its Town Manager

WITNESS:

\_\_\_\_\_

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_