

AGREEMENT

THIS AGREEMENT, in duplicate originals, entered into this ____ day of _____ A.D. 2006, by and between the City of Gardiner (hereinafter “the City”) and the Gardiner Water District, a quasi-municipal corporation duly organized under the laws of the State of Maine (hereinafter “the District”).

WHEREAS, the City has prepared plans and specifications marked Northwest Quadrant Infrastructure Improvements Project #34701 for the reconstruction of Autumn, Cherry, Griffin, Clinton, Spring, Fountain, Plaisted and Pope Streets in the City of Gardiner (hereinafter “ the Project”), and

WHEREAS, the District has underground facilities consisting of a potable water system within the limits of the Project, and

WHEREAS, the existing water system serves the public interest, and

WHEREAS, the District desires to include the work necessary to adjust and rebuild existing facilities and to install new water facilities (hereinafter “Water Related Work”) within the limits of the Project in the City’s construction contract.

NOW, THEREFORE, the parties hereto agree:

1. **Plans & Specifications:** The City shall develop plans and specifications for the project to include Water Related Work. The Water Related Work shall be in accordance with District Standards. The District shall pay the City 35%¹ of costs associated with the development of the plans and specifications.
2. **New Water Work Cost:** The District understands and agrees to a no opt out clause since all its work will be a basis of award. The City will prepare the Project contract documents to include the water related items as part of the base bid and basis of award. Bidders will be required to bid the base section highway items and the water items.
3. **Water Adjust/Rebuild Work Cost:** For the Water Related Work, it is agreed that the items indicated in the Project contract documents, at the estimated quantities indicated and the unit costs bid, shall be paid by the District. Based on the bid prices obtained and accepted from St. Laurent & Sons, the District shall pay 35%¹ of final construction costs for the entire project based on the St. Laurent & Sons February 23, 2006 bid.
4. **Inspection:** The City will provide project construction inspection services for all aspects of the work including Water Related Work. The District agrees to pay the City 35%¹ of inspection costs for the project as bid on February 23, 2006. The City agrees that the inspector(s) will coordinate directly with the District on Water Related Work.
5. **Billing:** Monthly pay meeting will be held during construction to process payment requests for construction, inspections services, testing, etc. The District agrees to attend these meetings. Water Related Work items shall be billed in accordance with the actual contract bid prices including variable quantity items. Other services will be billed to the District at 35%¹ of the total “other costs”. Change orders approved by both the District and the City will be billed as agreed and as such work is completed. The District shall complete its review of all bills and submit payment request forms to its funding agency, the Drinking Water SRF, on at the time of the monthly pay meetings. Upon approval of payment requests, payment will be issued to those having submitted invoices. Under all conditions the District shall be responsible for all bills for the Water Related Work.

- 6. **Completion of Water Work:** Upon completion and acceptance of the Water work described herein, the District shall assume complete ownership and responsibility of the entire Water system.
- 7. **Claims:** The District shall be responsible for the prompt review and settlement of any claims arising from the District’s portion of the project. The District shall indemnify and hold harmless the City and its agents and employees from any and all claims, actions or liabilities of any nature arising out of or from any negligent, intentional, malicious, or criminal act, error, or omission related to the project by the District or its agents, servants, employees or independent contractors. The City shall indemnify and hold harmless the District and its agents and employees from any and all claims, actions or liabilities of any nature arising out of or from any negligent, intentional, malicious, or criminal act, error, or omission related to the project by the City or its agents, servants, employees or independent contractors. Nothing herein shall, nor is intended to, waive any defense immunity or limitation of liability which may be available to the District or City, or their respective officers, agents or employees, under the Maine Tort Claims Act, 14 M.R.S.A. Section 8101, et seq. or any other privileges and/or immunities provided by law.
- 8. The City shall provide one (1) copy of the executed construction contract documents to the District in a timely manner

IN WITNESS OF, the Parties to this agreement have executed the same on the day and year first above written, the City of Gardiner, by its City Manager duly authorized, and the Gardiner Water District, by and through its Superintendent duly authorized.

IN THE PRESENCE OF:

CITY OF GARDINER

(Witness – City)

By _____
City Manager

GARDINER WATER DISTRICT

(Witness – District)

By _____
Superintendent

¹ The Gardiner Water Districts total contribution to the Northwest Quadrant Project shall not exceed \$570,660.

