



**TOWN OF BOWDOINHAM
CENTER STREET
BOWDOINHAM, MAINE 04008**

Sales: Eric Brown

Center St Retainment Renovation - Install Topsham
Center Street Bowdoinham, Maine 04008

Est ID: EST5666971

Date: Aug-22-2025

Segmental Retainment Wall - Center St. \$36,941.67

Scope of work includes:

- Remove and dispose of (3) existing shrubs at top of wall within excavation zone. Note: Mature evergreen tree to right of driveway at 23 Center St to be removed and disposed of by others prior to arrival.
- Remove and dispose of existing retainment wall to replace with new application in a similar footprint using Keystone Compac III segmental wall block (8"x18" - Granite Hill Blend), corners and 4"H caps; constructed with geotextile underlayment and backing filter, perforated drain pipe at back base, compacted crushed stone subbase and drain rock back fill, geogrid engineered support, along with construction grade adhesive to apply capstones. Dimensions: 122'L x 4' 9"H at highest point and stepping down with slope and grade of abutting property.

Note: Does not currently include coordination and costs for temporary support applied to existing telephone pole during excavation, homeowner signage reinstalment, connection of 4" perforated pipe into town stormwater drains, along with any necessary traffic safety equipment or personnel.

Replacement Planting - Center St. \$1,336.40

Recommended replacement for removed evergreen that is not suitable within proximity of retainment wall at 23 Center St.

Deliver and install **(1) PICEA ORIENTALIS 8-10' B&B** in combination with compost amendment, defined bed edge at 4' diameter for mulch retainment and top-dressed with ring of 3"D premium black mulch.

Contract Payment Summary

PO #

Contract #

INSTALLATION TERMS AND CONDITIONS

The parties hereby agree as follows:

1. Applicability.

(a) These terms and conditions (these "Terms") are the only terms that govern the provision of services by Willie C & Sons Landscaping LLC ("Service Provider" and/or "Contractor") to the client ("Client") at the property (the "Property"), each as identified in the accompanying proposal (the "Proposal").

(b) The Proposal and these Terms, including all attached schedules, (collectively, this "Agreement"), constitute the entire agreement between the parties regarding the Services, and cancel and supersede all prior oral and written proposals, negotiations, representations, agreements, commitments, understandings, and other communications between the parties. In the event of any conflict between these Terms and the Proposal, these Terms will govern.

(c) The parties agree that any pre-printed terms contained in any acknowledgment, purchase order, or any other written form or communication from Client that is inconsistent with or different from these Terms will be void and have no effect, even if signed by the party against which its enforcement is sought. In addition, the provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

2. Services. Service Provider shall provide the services set forth in the Proposal (the "Services") to Client at the Property in accordance with these Terms. The parties agree that all other services and any additional work that is not expressly set forth in the Proposal (including, for example, all electrical work, reinstallation of iron railings, painting and staining, and all conduit and connections for electrical, gas, and all other utilities and services) are hereby excluded from the scope of the Services and may only be added through a Change Order pursuant to Section 7.

3. Term. This Agreement is effective as of the date of the last signature hereto (the "Effective Date") and will continue in full force and effect until performance of the Services is complete (the "Term"), unless earlier terminated pursuant to Section 13 or otherwise by mutual agreement of the parties in writing.

4. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Proposal and any such performance dates are estimates only.

5. Client's Obligations. Without limiting any other Client responsibilities set forth elsewhere in this Agreement (including in Schedule 1), Client shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such access to the Property as required for Service Provider to perform the Services;

(b) accurately apprise Services Provider as to the property lines of the Property;

(c) respond promptly to any Service Provider request to provide direction, information, approval, authorization, or decision that are reasonably necessary for Service Provider to perform the Services;

(d) fully and accurately inform Service Provider of all site unknowns on the Property, including all buried materials, such as cables, pipes, utility and service lines, tree stumps, irrigation lines, rock and shale sub-surfaces, drainage or water table issues, and any other impediment, issue, or factor that could impact the quality, cost, or timeliness of completing the Services in accordance with the Proposal; and

(e) perform all cleaning, as required, to any buildings, windows, vehicles, or other tangible property located on or near the Property, including any such property owned by Client's neighbors, due to dust or other airborne particles arising from Service Provider's performance of the Services.

6. Client's Acts or Omissions.

(a) Any failure by Client to satisfy its obligations under this Agreement may lead to delays in the project schedule and additional costs and liability to Client, each as determined in Service Provider's sole discretion, including liability for damages to buried utilities and required changes to the design and construction plans due to incomplete or inaccurate information provided by Client to Service Provider pursuant to Section 5.

(b) If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees (including, for example, the presence of any vehicles, structures, or equipment on the Property preventing the removal of snow), Service Provider will not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Change Orders.

(a) If either party wishes to materially change the scope of the Services to be performed, the materials to be used, or the project schedule, it must submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after any such request from Client, provide a written estimate to Client outlining the impact of the change request, including any increases in the fees.

(b) Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (a "Change Order"). Neither party will be bound by any Change Order unless mutually agreed upon in writing in accordance with this Section 7.

(c) Notwithstanding Sections 7(a) and 7(b), Service Provider may, from time to time, change the scope of the Services, the materials to be used, and the project schedule, without the consent of Client, provided that any such change does not materially affect the nature or scope of the Services, the fees, or any performance dates, each as set forth in the Proposal.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Client on a time and materials basis at its then current hourly rate.

8. Fees and Payment Terms; Interest on Late Payments.

(a) Upon acceptance of proposal, Client is required to return a signed copy of the contract with a 10% non-refundable and non-transferable deposit.

(b) Contracts may be subject to a payment schedule. This will be communicated to the customer on a case by case basis.

(c) Client shall pay all invoiced amounts due to Service Provider within fifteen (15) calendar days from the date of the

Service Provider's mailed or emailed invoice.

(d) In the event that Client fails to make any payment in accordance with this Section 8, Service Provider may:

(i) charge interest on any such unpaid amount at a rate of 1% per month above the prime rate or, if lower, the maximum amount permitted by applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance of all Services until payment has been made in full, in which case the parties will adjust the project schedule through a Change Order in accordance with Section 7.

(e) In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.

9. Warranties.

(a) Client represents and warrants to Service Provider that Client either owns the Property or is authorized to engage Service Provider to provide the Services on the Property.

(b) Client represents and warrants that it has and shall maintain all of the rights, licenses, and other authorizations necessary to comply with its obligations under this Agreement.

(c) Subject to Client's compliance with its obligations under this Agreement and its payment in full of the fees set forth in the Proposal, Service Provider shall provide the warranties applicable to the Services, as set forth in Schedule 1.

(d) Service Provider represents and warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. In the event that Service Provider breaches this warranty, Service Provider shall, in its sole discretion and subject to Section 9(e), either (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate. CLIENT AGREES THAT THE FOREGOING REMEDIES ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 9(d).

(e) Service Provider shall not be liable for a breach of the warranty set forth in Section 9(d) unless Client gives written notice of the defective Services, reasonably described, to Service Provider within thirty (30) calendar days of the time when Client discovers or should have discovered that the Services were defective.

10. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW FOR WAIVERS OF IMPLIED WARRANTIES, THE PARTIES AGREE THAT ALL SUCH IMPLIED WARRANTIES ARE LIMITED TO TEN (10) CALENDAR DAYS FROM THE DATE OF THE COMPLETION OF THE SERVICES COMPLAINED OF.

11. Indemnification.

(a) Client shall indemnify, defend, and hold harmless Service Provider and each of Services Provider's officers, directors, managers, members, partners, employees, subcontractors, agents, successors, and permitted assigns (each an "Indemnitee" and collectively, the "Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance provider, (collectively, "Losses") incurred by an Indemnitee arising out of or related to (i) any false, inaccurate, or

incomplete information provided by Client to Service Provider pertaining to the Property, or (ii) a breach or non-fulfillment of any representation, warranty, or obligation under this Agreement by Client.

(b) Service Provider shall indemnify, defend, and hold harmless client and each of client's officers, directors, managers, members, partners, employees, subcontractors, agents, successors, and permitted assigns (each an "Indemnitee" and collectively, the "Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance provider, (collectively, "Losses") incurred by an Indemnitee arising out of or related to any negligent act, error, omission, breach of contract, or willful misconduct of Service Provider or Service Provider's subcontractors or agents.

12. Limitation of Liability.

(a) Disclaimer of Indirect Damages. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR (I) ANY LOSS OF REVENUE, INCOME, PROFIT, OR DIMINUTION IN THE VALUE OF THE PROPERTY OR (II) ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER INDIRECT DAMAGES OR LOSSES OF ANY KIND, HOWSOEVER ARISING OUT OF, RESULTING FROM, OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (B) WHETHER SUCH DAMAGES OR LOSSES WERE FORESEEABLE, (C) WHETHER SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND (D) NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) Limitation of Liability. In no event shall Service Provider's aggregate liability to Client under this Agreement for any Losses arising out of or related to this Agreement, whether arising out of or related to a breach of contract, representation, warranty, tort (including negligence), or otherwise, exceed two (2) times the aggregate amount paid by Client to Service Provider under the applicable Proposal during the twelve (12) month period immediately preceding

13. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider or client may terminate this Agreement upon written notice to the other party if the other party:

(a) fails to pay any amount when due under this Agreement and such failure continues for thirty

(30) calendar days. Client's act of non-payment will also create a lien in favor of Service Provider in any and all equipment and property of Client that is in the possession of Service Provider and

in the work in progress as of the date of termination, and Service Provider may retain possession of same pending receipt of payment in full; or

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part.

(c) that may be terminated with cause after thirty (30) days written notice and without cause after ninety (90) days written notice by either party.

14. Waiver. No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in a signed writing. No failure to exercise or delay in exercising any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Force Majeure.

(a) Neither party (as the "Impacted Party") shall be liable or responsible to the other party, or be deemed in breach this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement (except for Client's obligation to make payments owed to Service Provider), if such failure or delay is caused by or results from a Force Majeure Event (as defined below), provided that, in each case: (i) such Force Majeure Event is beyond the Impacted Party's

reasonable control; (ii) the Impacted Party provides prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue; and (iii) the Impacted Party uses diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive calendar days following written notice given by it under this Section 15, either party may thereafter terminate this Agreement upon thirty (30) calendar days' written notice. For the avoidance of doubt, Client's payment obligations for amounts owed to Service Provider will not be forgiven due to a Force Majeure Event.

(b) "Force Majeure Event" means any event that is beyond the reasonable control of a party, and which prevents a party from performing, or delays the performance of, any of its obligations under this Agreement (except for Client's payment obligations), including forces of nature, any act of God, fire, storm, blizzard, or explosion, any strike, lockout or industrial action, and any action or inaction by any branch of government or governmental agency.

16. Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 is null and void. No assignment or delegation will relieve Client of any of its obligations under this Agreement.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is intended be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has any authority to contract for or bind the other party in any manner whatsoever.

18. Promotion. Client hereby authorizes Service Provider to take photographs of the Property for the use of promoting Service Provider's services at Service Provider's sole discretion. Client hereby assigns and agrees to assign to Service Provider any and all intellectual property rights that Client may have in and to such photographs and the contents thereof and hereby further waives and agrees to waive any moral rights or privacy rights, including the right of publicity, in and to same.

19. Governing Law. This Agreement and all claims or causes of action, whether in contract, tort, or statute, that may be based upon, arise out of, or are related to this Agreement or the negotiation, execution, or performance of this Agreement, are governed by and will be construed and enforced in accordance with the laws of the State of Maine, including its statute of limitations, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Maine.

20. Submission to Jurisdiction. Each party irrevocably and unconditionally agrees that any legal suit, action, or proceeding arising out of or relating to this Agreement may only be filed in the federal courts of the United States of America or the courts of the State of Maine, in each case located in the city of Portland, Maine, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. Notices. All notices, requests, consents, claims, demands, and waivers given under this Agreement (each, a "Notice") must be in writing and sent via personal delivery, nationally recognized overnight courier, or certified or registered mail to the receiving party at the address set forth in the Proposal or to such other address that may be designated by the receiving party in writing. Notwithstanding the foregoing, for the purposes of Sections 13 and 15, Notice given by email (with confirmation of transmission) will satisfy the requirements of this Section 21. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 21.

22. Severability. Where possible, each provision of this Agreement is to be interpreted in a manner so as to be effective and valid under applicable law. If any term or provision of this Agreement is deemed to be invalid, illegal, or unenforceable under applicable law, such term or provision will be enforced to the maximum extent permissible by applicable law to effectuate the intent of the parties and the remaining provisions of this Agreement will be unaffected and remain in full force and effect.

23. Survival. The provisions of this Agreement, which by their nature should apply beyond the Term, including Sections 1, 8,

9, 10, 11, 12, 14, and 16 through 26 inclusive (including this Section 23), will survive the expiration or earlier termination of this Agreement.

24. Jointly Prepared. This Agreement will be construed as having been jointly prepared by the parties and, in the event of a dispute, will not be construed against either of the parties.

25. Voluntary Agreement. Each party acknowledges that it: (i) had the opportunity to consult with legal counsel of its own choosing prior to entering into this Agreement; (ii) signed this Agreement voluntarily with a full understanding of its contents and without any duress or undue influence by the other party or its officers, employees, agents, or attorneys; and (iii) is not relying on any inducement, promise, or representation made by the other party or any of its officers, employees, agents, or attorneys, other than as set forth in this Agreement.

26. Amendment and Modification. This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and that is signed by each party

Schedule 1 to Terms and Conditions

This Schedule 1 is attached to and made part of the Agreement. All capitalized and undefined terms used in this Schedule have the same meaning set forth in the Terms.

1. Plantings and Lawn Warranties. Subject to the Terms and the disclaimers set forth in Section 1(g):

(a) Trees and Shrubs. Service Provider warrants all trees and shrubs for a period of one (1) year from the date of installation, provided that: (i) Service Provider confirms that such trees and shrubs are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the Property; (ii) Client maintains an approved irrigation system; and (iii) Client properly maintains such trees and shrubs in accordance with industry standard quality maintenance requirements and any Service Provider instructions applicable to same.

(b) Perennials. Service Provider warrants all perennials, excluding Tender Plantings (as defined below), for the same-planted season only.

(c) Water Plantings. Service Provider warrants all water plantings for the same-planted season only. Client acknowledges and agrees that it is solely responsible for the electricity and water supply to any installed ponds, waterfalls, and other water features, and for any issues arising from or related to such electricity or water supply.

(d) Winter Protection. For the warranties set forth in this Section 1 to apply, Client must wrap all evergreens, broadleaf evergreens, and Tender Plants in burlap throughout their first winter season.

(e) Plant Availability. In the event that selected plants, shrubs, bushes, and trees are not readily available in time for the designated planting period, Service Provider shall provide mutually agreed substitutes, subject to availability.

(f) Plant Diseases. Client must promptly inform Service Provider, during the applicable warranty period, of any ill health in any plants, shrubs, bushes, or trees that have been supplied by Service Provider under the Agreement. Once informed, Service Provider shall determine the nature and source of the illness and, if Service Provider determines that the plantings were ill or infected prior to installation, Service Provider shall attempt to return such plantings to good health using herbicides, fertilizers, or insecticides. Should such efforts to restore the planting's health fail, (i) Service Provider will have up to one (1) year to replace such plantings, or (ii) Client will be entitled to a refund in the amount of the price for the affected planting.

(g) Disclaimers. THE PARTIES AGREE THAT SERVICE PROVIDER DOES NOT WARRANT AND IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT FOR:

- (I) ANY PLANTINGS OUTSIDE OF THE APPLICABLE WARRANTY PERIOD, AS SET FORTH IN THIS SECTION 1;
- (II) ANY TENDER PERENNIALS, SUCH AS RHODODENDRONS, OR OTHER PLANTINGS THAT ARE NOT TYPICALLY SUITABLE FOR CLIENT'S PLANT ZONE (COLLECTIVELY, "TENDER PLANTINGS"), AS IDENTIFIED IN THE PROPOSAL;
- (III) ANY LAWN INSTALLATIONS INCLUDING SEED, HYDROSEEDING, & SOD
- (IV) ANY PLANTS, SHRUBS, OR TREES THAT ARE PLANTED OUT-OF-SEASON (COLLECTIVELY, "OUT-OF-SEASON PLANTINGS") AT CLIENT'S REQUEST, AS IDENTIFIED IN THE PROPOSAL;
- (V) ANY RARE PLANTINGS ("RARE PLANTINGS"), AS IDENTIFIED IN THE PROPOSAL;
- (VI) ANY PLANTINGS OF ILL HEALTH WHERE SERVICE PROVIDER DETERMINES THAT SUCH ILLNESS OCCURRED (A) AFTER THE DATE OF INSTALLATION, OR (B) DUE TO CLIENT'S FAILURE TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT OR DUE TO ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS BY CLIENT OR ANY THIRD PARTY;
- (VII) ANY PLANT MATERIAL THAT HAS BEEN TRANSPLANTED ON SITE AT THE PROPERTY;
- (VIII) ANY DAMAGE TO ANY PLANTINGS, LAWN, SOD, OR WATER PLANTINGS CAUSED BY ANY DOMESTIC OR WILD ANIMALS;
- (IX) THE EXISTENCE OF ANY WEEDS OR OTHER UNWANTED PLANT MATTER IN ANY PLANTING SUPPLIED BY SERVICE PROVIDER OR OTHERWISE ON THE PROPERTY; AND/OR
- (X) THE RESOURCES REQUIRED TO MAINTAIN ANY PLANTINGS, LAWN, SOD, OR WATER PLANTINGS SUPPLIED BY SERVICE PROVIDER, INCLUDING, FOR EXAMPLE, WATER PRESSURE AND EXTERIOR POWER OUTLETS.

2. Construction and Installation Warranties. Subject to the Terms and the disclaimers set forth in Section 2(d):

(a) Construction Materials. All construction materials are subject only to the respective manufacturer's specific warranties.

(b) Construction and Installation Services. Except as set forth in Section 1(c), Service Provider warrants all construction and installation services for a period of one (1) year from the date of installation, provided that Client has properly maintained all construction materials in accordance with industry standard quality maintenance requirements and any Service Provider instructions applicable to same.

(c) Use of Client Selected and Approved Substandard Materials. Client acknowledges and agrees that, if the Client has chosen and approved the use of substandard materials, the one-year warranty set forth in Section 2(b) will be void if not otherwise limited in writing on those items so impacted, but will remain in effect for all other elements of the project not impacted directly or indirectly by the use of such substandard materials. Prior to purchasing any such substandard material that Client has selected, Service Provider shall notify Client in writing that such substandard material would void or limit the one-year warranty set forth in Section 2(b).

(d) Disclaimers. THE PARTIES AGREE THAT SERVICE PROVIDER DOES NOT WARRANT AND IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT FOR:

(i) WARPING, CRACKING, OR CUPPING OF ANY PRESSURE-TREATED WOOD, INCLUDING CEDAR WOOD, WHICH CLIENT ACKNOWLEDGES MAY CRACK UP TO 3/8 INCH GAPS ALONG THE ENTIRE LENGTH OF THE WOOD;

(ii) COLOR VARIATIONS IN NATURAL STONE, WHICH CLIENT ACKNOWLEDGES MAY VARY FROM STONE TO STONE AND MAY BE THE RESULT OF NATURAL MINERAL DEPOSITS SUCH AS LIME AND IRN THAT CAN CHANGE THE INTEGRITY OF THE STONE AND CAUSE THE COLOR TO BLEED;

(iii) RUSTING OF ANY NON-GALVANIZED METAL AT ANY TIME FOLLOWING INSTALLATION;

(iv) INCONSISTENTLY COLORED CONCRETE FOR POURS OVER NINE (9) METERS, WHICH COLOR CLIENT ACKNOWLEDGES MAY VARY FROM TRUCK TO TRUCK;

(v) NON-SMOOTH CONCRETE FINISHES AND ANY CRACKS, EACH OF WHICH CLIENT ACKNOWLEDGES ARE NORMAL CHARACTERISTICS OF ALL TYPES OF CONCRETE AND MAY DEVELOP OVER TIME DUE TO PROXIMITY OF TREE ROOTS;

(vi) ANY DAMAGE OR LOSS DUE TO ELEMENTS BEYOND SERVICE PROVIDER'S CONTROL, INCLUDING, FOR EXAMPLE, FLOODING EAVES TROUGHS THAT DAMAGE PLANTS, FALLEN BRANCHES, DAMAGE CAUSED BY DOMESTIC OR WILD ANIMALS, FROZEN OR BURST IRRIGATION OR DRAINAGE PIPES THAT WERE NOT SEASONALLY DRAINED AT THE PROPER TIME, USE OF IMPROPER CHEMICALS, IMPROPER MAINTENANCE, EXTREME OR UNUSUAL WEATHER CONDITIONS, AND SIMILAR OR OTHER RELATED SITUATIONS; AND/OR

(vii) ANY DEVIATIONS BETWEEN ANY SAMPLE MATERIALS AND THE ACTUAL MATERIALS USED IN PERFORMANCE OF THE SERVICES, WHICH DEVIATIONS CLIENT ACKNOWLEDGES AND AGREES ARE DUE TO THE FACT THAT NATURAL MATERIALS ARE NOT PERFECT OR CONSISTENT AND COME IN A RANGE OF QUALITY GRADES AND FINISHES AND THAT A SAMPLE, WHILE USEFUL IN MATERIAL SELECTION DECISION-MAKING, CANNOT BE EXPECTED TO ACCURATELY REPRESENT THE TOTAL COMPLETED SURFACE OF A GIVEN CONSTRUCTION OR INSTALLATION.

Signature

This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Each of the parties has caused this Agreement to be signed by its duly authorized representative on the dates set forth below.

Contractor: _____
Eric Brown

Client: _____

Signature Date: _____
08/29/2025

Signature Date: _____

Email: eric@williecandsons.com

Proposal

Independently Owned
& Operated

(207) 841-8637



P.O. Box 519
GEORGETOWN, ME
04548

PROPOSAL SUBMITTED TO: TOWN OF BOWDINHAM	PHONE	DATE 8/22/25
STREET CENTER ST	JOB NAME SAME	
CITY, STATE AND ZIP CODE BOWDINHAM, ME.	JOB LOCATION SAME	

We hereby submit specifications and estimates for: **AS DESCRIBED BELOW:**

- * REPLACE 91' BLOCK RETAINING WALL ALONG SIDEWALK ON CENTER ST.**
- REMOVE & HAUL AWAY OLD WALL MATERIALS.**
- EXCAVATE EXISTING MATERIALS & REPLACE W/ 3/4" CRUSHED STONE.**
- ADD GRAVEL FOR BASE OF WALL**
- REBUILD 91'(L) WALL W/ 2' X 2' X 4' CONCRETE WALL BLOCKS, 1' HIGHER THAN EXISTING WALL TO DIVERT SURFACE WATER AWAY FROM NEW WALL.**
- LOAM/SEED/HAY ALL DISTURBED AREAS.**

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars (\$ **58,300.⁰⁰**)

Payment to be made as follows:

1/3 AT START (\$19,433) 1/3 AT BLOCK DEL (\$19,433) 1/3 AT COMPLETION (\$19,434)

PAYABLE TO BURNS EXCAVATION INC.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____