

Town of Waterford, Maine
McWain Hill Road Drainage Improvement Project
2024

The Town of Waterford is requesting bids for the replacement of cross culverts, driveway culverts, ditching (Inslope and backslope), trench and driveway apron paving, seeding, mulching and erosion control on a 3,650 linear foot section of McWain Hill Road. The project begins at the intersection of McWain Hill Road and Mill Hill Road and extends northerly for 3,650 linear feet as marked onsite.

Bids must be received at the Town of Waterford Municipal Office in a sealed envelope labeled **“Town of Waterford McWain Hill Road Drainage Improvement Project by 6:30 PM Wednesday– August 14, 2024.”** Please include a W-9 and references for similar work with your bid. Bids will be opened at the Board of Selectman Meeting at 6:30 PM the same evening.

The Town of Waterford reserves the right to accept or reject any and all bid proposals deemed to be in the best interests of the Town.

All work shall be done between August 15, 2024 and November 30, 2024

Instructions to Bidders

1. At the time of the opening of Bids, each bidder will be presumed to have inspected the Site(s) and to have read and to be thoroughly familiar with the Work, including all Addenda. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from obligation in respect to his Bid. The Owner reserves the right to accept or reject any or all Bids as may best serve the interest of the Owner.
2. Subject to the Owner's right, reserved herein, to accept or reject any or all Bids, the General contractor will be selected on the basis of the lowest acceptable individual proposals plus such of the Alternates, if applicable, as the Owner desires to use.
3. Each Bidder agrees to waive any claim it has or may have against the Owner, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.
4. Maine State Sales and Use Taxes should not be included in your quotation for the permanent installation of material as the Owner is exempt from the payment of such taxes.
5. No Bid may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
6. No Contract may be assigned, sublet or transferred without the written consent of the Owner.
7. **All bidders are required to furnish a statement of their construction experience and a list of all subcontractors.** The selected Contractor may also be required to furnish a listing of their accomplishments and financial responsibility.
8. Payment of 95% of the Contract Amount shall be made within 30 days of substantial completion. The Owner shall retain five percent (5%) of the payment due the Contractor as part security for the fulfillment of the Contract by the contractor.
9. The Bid shall be based on the materials, methods, equipment and products as specified within this document.
 - a. Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by any General Contractor, may be introduced by a separate letter attached to his Bid. The letter shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution. It shall be understood by the General Contractor that the attached letter describing the proposed change will not be used in determining the low bid proposal submitted.

10.If, in the performance of this Contract, a dispute arises between the Owner and the Contractor which cannot be resolved, then this dispute shall be settled by litigation.

11.OSHA - Safety Regulations. This Project is subject to compliance with all requirements of the Occupational Safety and Health Administration, Volume 36, No. 105 of the Federal Register, U.S. Department of Labor published Saturday, May 29, 1971, as amended.

12.All bid items must be completed. Unit prices govern and shall be used to determine bid total in case of discrepancies.

13.Liquidated Damages. If the Contractor should fail to complete the Work on or before the time set forth in the Contract Documents plus approved time extensions, the Owner may retain an amount equal to \$250.00 per day for damages caused by failure to complete the Work within the approved time.

14.Final invoicing based on **actual units** measured and placed on the project. Public Works Director will approve all quantities. **Gravel to be measured by load slips (truck measure). Cubic yard conversion will be 1.3 tons/CY should weigh slips be provided.**

15.**Bid Items 1.2 – 1.6 (HDPE Culverts)** may be adjusted by the Owner. Quantities listed are representative of all cross culverts being replaced. Please see onsite painted markings for exact locations.

16.**Traffic Control:** Alternating one-way traffic must be maintained utilizing a flagger(s). Proper MUTCD signage must be utilized throughout the duration of the project.

17.All bidders must furnish the following:

- a. A completed Bid Form with a statement concerning the Company's experience with this type of construction project.
- b. A list of all subcontractors to be utilized on the project.

18.The successful bidder must furnish the following:

- a. Certificate of Insurance

19.Please list all Gravel sources to be used on this project:

- 6"- 8" Rip – Rap (Pipe Ends) 75 c.y. _____
- 12" Depth - Cr. Ledge Gravel 175 c.y. _____
(1-1/2" Crushed Ledge Gravel)

Bid Form

McWain Hill Road Drainage Improvement Project 2024

To: **Town of Waterford Selectmen - 366 Valley Road - Waterford, ME 04088**

Having carefully examined the scope of this Work as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this Bid.

Item	Description	Approx.		Unit Price		Bid Amount	
		Qty.	Units	Dollars	Cents	Dollars	Cents
1. MCWAIN HILL ROAD							
1.1	Traffic Control	1	L.S.			_____.	_____
1.2	18" HDPE Cross Culvert	40	l.f.	_____.	_____	_____.	_____
1.3	24" HDPE Cross Culvert	120	l.f.	_____.	_____	_____.	_____
1.4	36" HDPE Cross Culvert	200	l.f.	_____.	_____	_____.	_____
1.5	48" HDPE Cross Culvert	80	l.f.	_____.	_____	_____.	_____
1.6	15" HDPE Driveway Culvert	140	l.f.	_____.	_____	_____.	_____
1.7	6" – 8" Rip-Rap (Pipe Ends)	75	c.y.	_____.	_____	_____.	_____
1.8	12" Depth – 1-1/2" Cr. Ledge Gravel	175	c.y.	_____.	_____	_____.	_____
1.9	2" 12.5 mm HMA (Mainline)	45	tons	_____.	_____	_____.	_____
1.10	2" 12.5 mm HMA (Driveway)	5	tons	_____.	_____	_____.	_____
1.11	Ditching	4,000	l.f.	_____.	_____	_____.	_____
1.12	Seed & Mulch (3' inslope & 4' backslope)	3,150	s.y.	_____.	_____	_____.	_____
1.13	Mobilization	1	L.S.			_____.	_____
MCWAIN HILL ROAD TOTAL						_____.	_____

The following addenda have been acknowledged: _____.

The undersigned agrees, if awarded the Contract, to complete the Work on or before **November 30, 2024**.

The Contractor will be selected on the basis of the lowest acceptable individual Bid. The undersigned agrees, if the Bid is accepted, to sign a Contract and provide all insurance specified within 14 calendar days after the date of notification of such acceptance.

Company Name _____

Signed _____

Printed Name and Title _____

Business Address _____

Office Telephone _____

Mobile Telephone _____

E-Mail _____

Date _____

Emergency 24-Hour Contact Person _____

NOTE: If bidder is a corporation, write State of Incorporation, and if a partnership, give full names of all partners.

Subcontractors _____

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2024, by and between **Town of Waterford**, Maine duly authorized and empowered by virtue of the laws of the State of Maine hereinafter called the Owner and _____, hereinafter called the Contractor.

WITNESSETH,

That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1, SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all the work described in the specifications entitled:

McWain Hill Road Drainage Improvement Project 2024

Town of Waterford

Prepared by the Town of Waterford, acting as and in these contract documents entitled the Owner, shall do everything required by this Agreement, the general conditions and special provisions of the contract, the specifications and any drawings.

ARTICLE 2, TIME OF COMPLETION

All work to be performed under this contract shall be completed on or before **November 30, 2024**.

ARTICLE 3, THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided by approved change orders in current funds as follows: \$_____.

ARTICLE 4, CONTRACT BONDS

Payment and performance bonds are not required as part of this Contract.

ARTICLE 5, LIQUIDATED DAMAGES

If the Contractor should fail to complete the work on or before the time set forth in the contract documents plus approved time extensions, the Owner may retain an amount equal to \$250.00 per day for damages caused by failure to complete the work within the approved time.

ARTICLE 6, PAYMENTS CONTRACTOR

Contractor shall submit an Application for Payment to the Owner upon completion of the Work. Partial monthly payments may be made on approved quantities and work.

Retainage. OWNER may withhold, in accordance with Bid Documents, 5 % of total Contract upon final completion and acceptance of the Work. Retainage may be paid by Owner within 90 days of final completion if Work is deemed acceptable.

ARTICLE 7, THE CONTRACT DOCUMENTS The instructions to bidders, the proposal, the appendices, and the specifications, together with this agreement, form the contract, and they are as fully a part of the enumeration of the specifications.

ARTICLE 8. HOLD HARMLESS. The Contractor agrees to indemnify, defend, and holds harmless the Town of Waterford and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:

- a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Contract;

The language in the Contract shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the Town of Waterford, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the Town of Waterford. This provision shall survive termination or expiration of this Contract.

The following addenda have been acknowledged _____

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereto have executed this agreement in the day and year first above written.

(CONTRACTOR)

Witness

(Printed Name and Title)

TOWN OF WATERFORD, MAINE

Witness

Randy Lessard, Selectman

Witness

Jamie Toohey, Selectman

Witness

Todd R. Sawyer, Selectman