



TOWN OF WHITEFIELD

Grader Storage Area Contract

Information for Bidders

The Town of Whitefield Maine is seeking proposals for construction of covered grader storage area. Persons interested in this work should read the contract available from the Town website <https://townofwhitefield.com/> or by email townwhitefieldadm@gmail.com or the address below and use that document for submittal of their proposals. The contract is not valid unless or until it is accepted by the Town.

The Town must receive Bids not later than **3 pm on July 5, 2022**. Bids to be opened at the Select Board Meeting, 6 pm that evening.

The Town of Whitefield reserves the right to reject any and all proposals and may negotiate with an apparent successful bidder to modify the scope of the work as indicated in the contract document.

Proposals must be submitted in a plain envelope marked, **“Grader Storage Area”** and include the complete, executed contract document. The proposal must be submitted to:

“Grader Storage Area”
Town of Whitefield
36 Townhouse Road
Whitefield, Maine 04353



Town of Whitefield
36 Townhouse Road
Whitefield, Maine 04353
(207) 549-5175

Grader Storage Area Contract

Contractor's Name: _____

Address: _____

Phone Number: _____

Federal ID/SS Number: _____

Email: _____

This contract is between the Town of Whitefield (referred to as "Town" or "we") and you as the bidder ("you", or "contractor") and includes your employees and agents.

Services to be Provided.

This contract is for the construction of a covered grader storage area on the gable end of the town's sand/salt storage building on Balltown Lane. The project consists of a 14' by 40' shed roof attached to the existing building on one side and supported by wooden posts on the other side. Support posts will be set on cast-in-place piers. The structure will be constructed in accordance with the attached plans by A. E. Hodsdon Engineers of Waterville, Maine, with the following adjustments and additions.

1. The existing gravel surface may remain and stone need not be added. The contractor is to leave the existing grade in tact following completion of work and the Town will provide stone, etc. to meet its needs.
2. Trusses used by the contractor will be as detailed by the fabricator or supplier in accordance with the design plan.
3. Concrete work shall conform to ASTM standards and have a 28-day strength of at least 4,000 psi with a maximum aggregate size of one inch.
4. Roofing shall have a galvanized finish and 29 gauge with 9 inch ribs. Samples and supporting information for proposed roofing must be submitted to the town for approval before installation.

Debris disposal. The contractor shall be responsible for proper disposal of debris, refuse and excess materials resulting from the work done pursuant to this contract.

Traffic control. Where necessary, you must provide for the safe and unobstructed passage of traffic on Balltown Lane.

Additional work. We may specify additional related work not covered by the terms of this contact at an hourly or flat rate as mutually agreed to.

The contractor warrants that all materials will be of good quality, free from flaws and defects, and full suitable for their intended purposes and will comply with any applicable codes or industry standards. All work will be conducted in a workmanlike manner and in accordance with generally accepted standards.

Resources and References

You agree to provide appropriate equipment and labor necessary for timely and workmanlike completion of the work specified in this contract. The equipment to be used is listed in attachment A and this or equivalent equipment will be maintained by you in good and safe working order. In the event you wish to subcontract any of the work under this contract, you must first obtain the permission of the Town and provide adequate proof that all subcontractors have proper resources and are adequately insured. Any claims by or against a subcontractor are solely your responsibility and we assume no liability for such claims. In attachment B, you will provide qualification and reference information as indicated for the Town's consideration in selection of a successful bidder based on price, qualifications, experience, references and equipment.

Independent Contractor

You and your agents and employees during the performance of this contract shall act in an independent capacity and not as officers, employees, or agents of the Town. You shall employ any manpower needed to fulfill the obligations described. You shall be solely responsible for complying with all state and federal laws applicable to the nature of the work and including, but not limited to, worker's compensation law, employment security law and minimum wage law.

Insurance

Before beginning work, you must provide satisfactory proof of insurance covering Worker's Compensation and general commercial liability, or an acceptable alternative, in the amount of at least \$1,000,000.

Termination

Notwithstanding any other provision of this document, the Town may solely act to terminate any contract with you in the event there is a failure to perform the work specified herein in a workmanlike and satisfactory manner. Prior to terminating any contract, the Town may, as circumstances allow, provide you with an opportunity to cure any deficiency. Additionally, the Town may terminate this contract for any reason that is in the best interest of the Town, including but not limited to non-appropriation of funds by Town Meeting. Notice of contract termination will be made by certified mail to the address above.

Indemnification

You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss that may result from your performance of services. This includes but is not limited to damage to pavement surfaces, drainage features or personal property such as mailboxes, vehicles, or structures. In the event that such a claim is made against the Town, you will defend

the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

Term of the contract

The term of this contract is from that date of the Town’s acceptance through **September 30, 2022**. The term may be extended by mutual agreement of the parties for good cause.

Bid Price

The work described herein will be performed for the following price on a lump sum basis as follows.

The Town is tax-exempt and the bid price should not include sales tax.

Payment

Unless other written arrangements are made in advance, payment will be made by the Town upon satisfactory completion of the contracted work through the Town’s normal warrant process. The Town reserves the right to withhold sums equal to the value of any uncompleted, substandard or contested work remaining at the conclusion of the contract until such issues are satisfactorily resolved.

Miscellaneous Provisions

This contract may be amended only by written consent of the Town and you. If any part of this contract is declared by a court to be void, the rest of this contract continues to be valid and effective.

Before the award of this contract, any bidder may be required to show they have or commit to have the necessary equipment, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

We reserve the right to reject any and/or all bids and again to invite bids; to waive such formalities or informalities as to not affect or alter the substantive provisions thereof; and to negotiate with any bidder we feel will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 45 days from submittal.

Certification

I, the undersigned, certify I am a duly authorized representative of the Contractor named above and I have read and fully understand the foregoing proposed contract. I have visited the work areas involved and am aware of the existing conditions. I further certify the information contained herein is true and accurate and that the Bidder is fully capable of complying with this contract if selected by the Town as the successful bidder.

Signature of Authorized Contractor's Representative

Date: _____

Printed name and title

This contract consisting of 4 pages plus attachments A and B is not valid unless and until it is signed by a duly authorized representative of the Town of Whitefield.

For the Town of Whitefield

Date: _____

Printed name and title

**Attachment A
Equipment and Personnel**

Please list major equipment and personnel below

**Attachment B
Bidder's Qualification Certificate**

The bidder hereby certifies and submits the following qualifications:

Number of years in the business under present firm name _____

Name(s) of former or closely related companies

Particular types of work performed by your company

List all recent municipal or private references and phone numbers for whom similar work has been done:
