



TOWN OF WHITEFIELD

## Roadside Brush Clearing Contract

### Information for Bidders

The Town of Whitefield Maine is seeking proposals for **clearing brush on approximately 6.3 miles of local roads**. Persons interested in this work should read the Contract available from Whitefield website at [townofwhitefield.com](http://townofwhitefield.com), [townwhitefieldadm@gmail.com](mailto: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 proposals not later than 3:00 PM on July 29, 2025.** Bids will be opened the same day at the Select Board meeting at 6 pm on Tuesday, July 29, 2025.

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

Proposals must be submitted in a plain envelope marked, **“Roadside Brush Clearing”** and include the complete, executed contract document. The proposal must be submitted to: **(emails or faxes will not be accepted)**

### **“Roadside Brush Clearing”**

Town of Whitefield  
Attn: Administrative Assistant  
36 Townhouse Road  
Whitefield, Maine 04353

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

## Roadside Brush Clearing Contract 2025

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 and includes your employees and agents.

### Services to be Provided

The contract is for removal and disposal of brush from roadways in the Town. Brush is considered to be natural woody growth, but not that planted by or actively maintained by abutting landowners. Included in this are trees with a base trunk diameter of 4 inches or less and limbs of larger trees overhanging into the work area. All brush shall be cut within 4 inches of the ground.

The following roads are listed for brush clearing:

North Hunts Meadow Road	2 miles
Philbrick Lane	1.2
Senott Road	1.3
South Hunts Meadow Road	1.4
<u>Cookson Lane</u>	<u>0.4</u>
Total	6.3 miles

Bidders must visit these road segments prior to submitting proposals.

Work area. Brush is to be removed from the right of way area extending 10 feet horizontally from the edge of the traveled way (or the width of the Town's right of way, which ever is less), and vertically 15 feet from the pavement so as to create a space free of brush that may obstruct views or overhangs the roadway or its shoulder areas.

Debris disposal. Brush removed must be either removed from the work area for proper and legal disposal off site or chipped on site. If brush is to be chipped on site, it will be done in a manner agreeable to the Town. However, no brush or chips may be left on or near areas actively maintained by landowners, such as lawns, cleared areas, flower gardens, driveways, etc

Traffic control. You must provide for the safe and legal passage of traffic on the roadway. This may require one or more flaggers depending on the size of the active work area and road conditions such as curves, hills, etc.

Additional work. We may specify additional related work for not covered by the terms of this contact at an hourly rate.

### **Resources and References**

We will consider various methods for brush removal including, but not limited to, handwork, chipper heads or forestry brush mowers. 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 brush clearing 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 **October 15, 2025**.

**Bid Price**

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

North Hunts Meadow Road \$ \_\_\_\_\_ Senott Road \$ \_\_\_\_\_

South Hunts Meadow Road \$ \_\_\_\_\_ Cookson Lane \$ \_\_\_\_\_

Philbrick Lane \$ \_\_\_\_\_

**TOTAL COST \$ \_\_\_\_\_**

Hourly rate for additional or similar work not included in the scope of the basic contract: \$ \_\_\_\_\_

Please note. We reserve the right to negotiate with the apparent successful bidder to modify the scope and cost of work. This may include, but is not limited to, work on any road and/or segments of any or all roads. Further, we may select separate bidders for each road.

**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 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 will 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 do not affect or alter the substantive provisions thereof; and to negotiate with any bidder it feels 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 the stated bid date of opening.

**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 road segments 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 four 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 equipment below and personnel

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**Attachment B  
Bidder's Qualification Certificate**

The undersigned hereby certifies and submits the following qualifications:

Number of years in business under present firm name \_\_\_\_\_

Name(s) of former or closely related companies

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Particular types of work performed by your company

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List recent municipal or private commercial contract references, and phone number:

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