



TOWN OF EAGLE LAKE REQUEST FOR BIDS

SECTION 1. GENERAL

The Town of Eagle Lake is seeking bids from qualified individuals, and firms (Bidder) to slope, ditch, and shape the shoulders of Old Main Street to allow water runoff to flow into the ditch.

SECTION 2. STANDARD CONDITIONS

- 1) The Bidder shall be responsible for all taxes, fees and permits required of this request for bids.
- 2) The Bidder shall serve in the capacity of an independent Bidder and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Bidder for whom no Federal or State Income Tax will be deducted by the Town, and for whom no retirement benefits, Medicare, vacation, sick leave, workers compensation, employment and similar benefits available to Town employees will accrue. The Bidder shall supply the Town with a copy of their workers compensation certificate. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the Bidder for his Income Tax records.
- 3) Unless otherwise stated all bids shall be in a lump sum basis in U.S. funds.
- 4) Any bid received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.
- 5) Unless otherwise stated all bids shall be submitted on the bid form supplied by the Town.
- 6) The Town reserves the right to reject any or all bids and to waive any informality as it deems necessary. The Board of Selectmen shall retain the right to determine what constitutes informality. In their decision, the Board may consider if other bidders are placed at a disadvantage by their decision. In all cases, the decision by the Board of Selectmen shall be final.
- 7) Fax or electronic bids will not be accepted.
- 8) No bid may be withdrawn for a period of 30 days after the bid opening.
- 9) The Bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.

- 10) The Bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the Town Manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the bidder of his liability under this agreement.
- 11) The performance of work or the delivery of material under the contract may be terminated by the Town in whole, or from time to time, in part whenever for any reason the Town Manager shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract date.
- 12) The Bidder agrees to indemnify, defend and save harmless the Town, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Bidders, sub-bidders, material men, laborer, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety right, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
- 13) Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are the property of the Town.
- 14) Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

SECTION 3. SUBMITTING A BID

All bids must be submitted in a sealed envelope clearly marked “**OLD MAIN STREET DITCHING BID**” on the outside of the envelope. Bids must be **RECEIVED by Friday, May 13, 2022 at 4:00 PM** at the Town Manager’s office, P.O. Box 287, 36 Devoe Brook Road, Eagle Lake, ME 04739.

Any questions pertaining to this bid shall be directed to the Town Manager at (207) 444-5511.

All bids shall be opened and read aloud in public on May 18, 2022 at 5:30 PM at the above address. Bidders are welcome to attend the bid opening.

SECTION 4. SCOPE OF WORK

- 1) Approximately 1.00 miles of travel lane shoulders will be sloped at a slightly steeper cross-slope to provide positive drainage toward the ditch.
- 2) The depth of the ditch should be at least 12" below the bottom of the roadway base gravel. If the depth of base gravel is unknown, then the ditch should be a minimum of 18" below the shoulder elevation. Care should be given to avoid excessively deep ditches which could create safety and liability concerns to motorists and/or pedestrians, especially with steep side slopes.
- 3) All ditches will be shaped with no hard transitions in slopes. Where possible, the shape should be rounded (parabolic) to minimize erosion and water velocities. V-ditches should be avoided.
- 4) The grade of ditch flow lines should be a minimum of 1% and never be less than 0.5%. Grade should allow for water to flow towards proper drainage areas.
- 5) No gravel, sod berm, or win row will be left in-between the road and the ditch slope.
- 6) Prior to any ditching, the Contractor will be responsible for calling Dig Safe to protect against possible damage. The 72-hour waiting period will be adhered to in ALL CASES, except emergencies. Proof of notification will be provided to the Town.
- 7) All work will be undertaken using proper work zone devices and procedures. The standards presented in the latest edition of Part IV of the Manual on Uniform Traffic Control Devices (MUTCD) will serve as minimum standards.
- 8) All culverts or obstructions will be flagged or marked by the Contractor prior to ditching to ensure no damage to the culverts or equipment. Contractor will be aware of the water main shut off located at 164 Old Main Street.
- 9) All ditch and shoulder spoils will be properly deposited in the Eagle Lake Industrial Park at a place designated by the Road Commissioner.
- 10) All work will be performed under the direction of the Road Commissioner.
- 11) Where specifications cannot be met, the bidder will indicate this on their bid, along with a recommended course of action.
- 12) Prior to work commencing, the Bidder shall meet with the Road Commissioner to discuss variations in the specifications or any questions that they may have.

“OLD MAIN STREET DITCHING PROJECT” BID FORM
Bid Opening May 18, 2022 at 5:30 PM

Submit to: Town Manager
36 Devoe Brook Road
PO Box 287
Eagle Lake, ME 04739

Bidders Name: _____

Address: _____

Telephone Number: _____

The following bid is submitted in response to the Request for Bid for Old Main Street Ditching Project located in Eagle Lake, Maine.

The undersigned certifies that the information provided on the Bid Form is correct.

Have all specifications been met? _____yes _____no If no, have all deviations been listed on a separate page attached to this Bid Form? _____yes _____no

OLD MAIN STREET DITCHING PROJECT

BID PRICE

1.00 miles of Shaping for proper Water Drainage	\$	_____
Ditching	\$	_____
Total	\$	_____

Signature: _____

Printed Name: _____

Date: _____

By affixing my signature I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the Request for Bid.