



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 dig and reset 5 driveway culverts in Eagle Lake, Maine.

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 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 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- 8) No bid may be withdrawn for a period of 30 days after the bid opening.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 "Culvert Reset Bid" on the outside of the envelope. Bids must be RECEIVED by August 12, 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 August 17, 2022 at approximately 6:30 P.M., immediately following the Special Town Meeting beginning at 6:00 p.m. at Powell Memorial Gymnasium located at 35 Carter Street in Eagle Lake, Maine. Bidders are welcome to attend the bid opening and Board of Selectmen's meeting (if needed).

SECTION 4. SCOPE OF WORK

- 1) Bidder shall be responsible for contacting Dig Safe for locating any possible underground utilities. The 72-hour waiting period will be adhered to in ALL CASES, except emergencies. Proof of notification will be provided to the Town that this condition has been met prior to commencing construction activities.
- 2) 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. Contractor will be responsible for all traffic control.
- 3) Contractor will be responsible for notifying proper authorities and guaranteeing all permitting is complete prior to beginning work.
- 4) Prior to work commencing, the Bidder shall attend a preconstruction meeting with the Town Manager to discuss their work plan and any variations in the specifications.
- 5) Contractor is responsible for providing all materials, equipment and labor to complete the work.
- 6) The project involves digging, inspecting and resetting 5 driveway culverts within the Town of Eagle Lake. The culverts are located at the following properties:

Property Owner	Address	Culvert Length
Dale Pelletier	20 Lakeside Lane	41 Feet
Fernand Albert	75 Albert Street	27 Feet
Lucy Dube	81 Albert Street	35 Feet
Ron and Suzanne Morneau	15 Deprey Road	28 Feet
Pond Brook Estates	39 Convent Road	34 Feet

- 7) The project involves digging and exposing the existing culvert. The culvert will be inspected for any cracks, holes or other damage. If the culvert shows signs of wear or breakage, the contractor will report the issue to the town manager so the culvert can be replaced at the cost of the Town of Eagle Lake. The culvert will be reinstalled on a compacted bed with the proper slope to allow full water drainage. Insulation will be added to protect against freezing and frost heaving. The culvert will then be buried and compacted. Final product will be satisfactory to the property owner and the Town of Eagle Lake.
- 8) All work will be performed under the direction of the Road Commissioner.
- 9) Update the Road Commissioner on progress and any potential issues.
- 10) Where specifications cannot be met, the bidder will indicate this on their bid, along with a recommended course of action.
- 11) All work must be completed by October 15, 2022.

“CULVERT RESET” BID FORM
Bid Opening August 17, 2022 at 6:30 PM

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

Bidders Name: _____

Address: _____

Telephone
Number: _____

The following bid is submitted in response to the Request for Bids for Eagle Lake Culvert Reset 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

CULVERT RESET	BID PRICE
Price for Materials	\$ _____
Price for Equipment and Labor	\$ _____
Total Project Price	\$ _____

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.