

**TOWN OF WATERBORO
SAND & SALT STORAGE BUILDING**

NOTICE TO CONTRACTORS

PROJECT DESCRIPTION: Town of Waterboro Sand & Salt Storage Building

The Town of Waterboro is accepting sealed bids for construction of a new laminated arch sand and salt storage building to be located at the Towns Public Works Facility located off the Bennett Hill Road in Waterboro

Summary of Work:

1. Provide all materials and labor to construct a new laminated arch sand and salt storage building complete and operational. The Town of Waterboro under separate contract will be responsible for the earthwork.

NOTICE DATE: February 5, 2016

BID OPENING DATE: March 10, 2016

BID OPENING TIME: 12:00 p.m. At the Waterboro Town Office

A pre-bid meeting will not be held for the project. Contractors are required to field review the project location prior to bidding and direct any questions to the Town's Contracted Engineer (Owens McCullough, P.E. at Sebago Technics, Inc., omccullough@sebagotechnics.com).

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE BID DUE DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. LATE BIDS WILL NOT BE CONSIDERED AT THE DISCRETION OF THE TOWN. A BID BOND IN THE AMOUNT OF 5% OF THE TOTAL BID AMOUNT SHALL BE SUBMITTED WITH THE BID.

TO ALL PROSPECTIVE CONTRACTORS/BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped to the address specified herein.

All bids must be received in sealed envelopes marked **“Waterboro Sand & Salt Storage Building”**.

All bids are subject to staff analysis and Town of Waterboro approval. The Town of Waterboro reserves the right to accept or reject any and all bids received and waive any and all technicalities at the Town’s discretion.

Bids can be mailed to the following address but must be received one (1) day prior to the opening to assure proper delivery:

**Town of Waterboro
Attn: Gary Lamb
Town Administrator
24 Townhouse Road
East Waterboro, Maine 04030**

Bids can be hand delivered to the Town Administrator prior to the bid due date and time and will be opened by the Town Administrator.

Copies of the contract documents and specifications shall be obtained from the office of Sebago Technics, Inc. for a fee of \$50.00 made payable to the Sebago Technics, Inc. Contract documents not obtained from Sebago will invalidate any submitted bid for the project. Any and all inquiries about this bid can be directed to Owens McCullough, Sebago Technics, Inc. at 207-200-2100 or e-mailed to omccullough@sebagotechnics.com.

All proposals shall be submitted on the attached form and are to remain open for one-hundred eighty (180) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed and facsimile bids will not be accepted.

The successful proposer shall agree to defend, indemnify and save the Town harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the Town Administrator of coverage for General Public and Automobile Liability insurance in amounts not less than \$1,000,000.00 per person, for bodily injury, death and property damage, protecting the contractor and the Town, and *naming the Town as an additional insured* from such claims, and shall also procure Workers’ Compensation insurance. The Town disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

The contractor shall supply the Town with a Performance Bond and Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State Law. At the end of construction, the contractor shall provide a 5% maintenance and defect bond to the Town.

Prior to any payment by the Town, the contractor will be required to supply the Town with a *Waiver of Lien – Material and Labor* for the total awarded contract cost, guaranteeing payment in full for all labor and

materials used or required in connection with the work described in this bid. The Town may also require waivers of lien,

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signed by individual subcontractors, with requests for progress payments. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the Town) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the Town against the lien or to discharge it, then the Town may do so at the Contractor's expense. In the event of such an undertaking by the Town, the Contractor will promptly reimburse the Town for all its costs and expenses in so doing including, but not limited to, reimbursement of the Town's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

The contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA, Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.

The contractor shall erect and maintain, at all times, any and all safeguards necessary for the protection of life and property of all pedestrian and vehicular traffic. The contractor is responsible for any and all work to accomplish this task. No additional payment or costs will be made to the contractor for this work.

The Town of Waterboro, Maine, reserves the right to waive any informalities in bids, to accept any bid and to reject any and all bids should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate proposer's qualifications, capability to perform, availability, past performance record, and to verify that bidders are current in their obligations to the Town. This project will be subject to funding approval by the Board of Selectman.

The Town may eliminate individual pay items from the bid as determined by the Town. The contractor shall not be entitled to any compensation or claims due to the elimination of pay items and/or changes in pay items.

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