

**TOWN OF HERMON
REQUEST FOR BIDS**

Fire Protection Pond Maintenance Projects

**Mapleleaf Lane
Evergreen Drive**

The Town of Hermon is accepting bids from qualified contractors to perform maintenance at Mapleleaf Lane and Evergreen Drive Fire Protection Ponds. Projects will include removing silt, soil, and deleterious material from pond bottom, tapering and shaping banks to provide a finished edge around pond, hauling off deleterious material, brush and common borrow. Contractor will assist Hermon Fire Department with removal of existing dry hydrant and installation of new dry hydrant. Hermon Fire Department will provide the dry hydrant pipe system components. Installation of grass seed with erosion control is required for a clean finish. Specific details for both locations are contained in this request for bids. Bids must be submitted no later than 1:00 p.m. E.S.T, Friday, September 25, 2020 in accordance with the bid and project specifications. Copies of this Request for Bids, bid specifications and instructions may be obtained on line at www.hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

Fire Protection Pond Maintenance Projects

Mapleleaf Lane Evergreen Drive

INSTRUCTIONS

All bids must be submitted on the form attached to this Request for Bids.

All bids must be submitted in a sealed envelope marked "Town of Hermon Fire Protection Pond Maintenance Projects" on the outside of the envelope.

All bids must be submitted no later than 1:00 p.m., Friday, September 25, 2020 at which time bids will be opened and publicly read aloud at the Hermon Town Office.

All bids must be addressed to: Town Manager, 333 Billings Road, Hermon, Maine 04401 and dropped off at the Hermon Town Office at 333 Billings Road with the Town Clerk before the deadline.

Award of the contract by the Town Council will be based on the bid "most advantageous to the Town of Hermon".

The Town reserves the right to accept or reject any or all bids, or to waive any bid requirement if it is determined by the Town Council to be in the best interest of the Town.

The Town of Hermon reserves the right to purchase more or less work mutually agreed upon between Owner and Contractor.

Questions regarding the Request for Bids may be addressed to the Project Manager: Cody Sullivan, Assistant Fire Chief at 848-5986, or email address at: SullivanC@Hermon.net

SPECIFICATIONS

Section 1- Extent of Work- Maple Leaf Lane Fire Protection Pond

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to excavate and remove silt and soil from pond bottom, excavate and remove any vegetation growing on pond banks. Re-taper banks and provide finish grade around pond edge. Any excavated material not used for finish grade of site will be hauled off. Excavate and remove existing dry hydrant, assist HFD personnel in installation of new dry hydrant. Hermon Fire Department will provide the dry hydrant pipe system.

All disturbed areas will require grass seed and erosion control in the form of blown hay for a clean finish. Contractor may also hydro seed if approved by the project manager. Grass seed will be "Maine Park Mix" or similar.

Section 1 (cont.)- Extent of Work- Evergreen Drive Fire Protection Pond

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to excavate and remove silt and soil from pond bottom, excavate and remove any vegetation growing on pond banks. Remove trees and expand pond to new boundaries set by HFD personnel, pond size will be 30'W X 75'L X 12'D, trees that will not be removed will be marked with flagging tape. Trees and brush that are to be cut down shall be removed and hauled off. Material removed to expand pond will be used to finish grade the surrounding area. Any excavated material not used for finish grade of site will be hauled off. Re-taper banks and provide finish grade around pond edge. Excavate and remove existing dry hydrant, assist Hermon Fire Department personnel in installation of new dry hydrant. Hermon Fire Department will provide the dry hydrant pipe system.

All disturbed areas will require grass seed and erosion control in the form of blown hay for a clean finish. Contractor may also hydro seed if approved by project manager. Grass seed will be "Maine Park Mix" or similar.

Section 2- Insurance Requirements

Except as otherwise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than One million dollars (\$1,000,000), combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000), combined single limit, to protect the Contractor, any subcontractor performing work covered by a Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by State of Maine statute and Employer's Liability Insurance, as necessary, as required by Maine law must be maintained by the Contractor.

D. All such insurance policies shall name the Owner and its officers, agents and employees as "additionally insured". The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance listed in Section 2, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

Section 3- Indemnification

The Contractor will defend, indemnify, and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

Section 4- Equipment and Labor

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

Section 5- Work Schedule

Contractor shall begin work within five days after receiving the "Notice to Proceed". Work shall be completed by October 31, 2020 unless extended by the Town of Hermon. Work hours shall be from 7 a.m. to 7 p.m.

Section 6- Penalty

The contractor shall be penalized \$250 per day for every day after October 31, 2020 if the project has not been completed to the satisfaction of the Town unless the completion date is been extended by Owner.

Section 7- Breach of Contract

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

Section 8- Payment Schedule

Final acceptance of work will be made by the Hermon Fire Department after the dry hydrant has been successfully flowed and tested. Payments will be made in full by Owner after satisfactory test at project completion and after submittal of an invoice by the Contractor to the Town of Hermon. The Town will make payment at the next available warrant.

Section 9- Safety Controls

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and provide safe travel for pedestrians and motorist. All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements following MUTCD signage if required.

Section 10- Contractor's Responsibility

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project described in Section 1. Contractor must notify Owner of start date and confirm work hours at contract signing.

Section 11- Change Order

No change orders will be paid for if not first approved by the Town.

Section 12- Permits

The contractor will obtain the Dig Safe permit and any environmental permits required by law.

Section 13- Erosion Control

The Contractor will follow all MDEP erosion control requirements.

Section 14- Guarantee

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

TOWN OF HERMON

BID FORM

I, _____ doing business as _____ agree to complete all work and provide all materials, equipment and supervision associated with the Evergreen Drive and Mapleleaf Lane Fire Protection Pond Maintenance Projects as described in the specifications, for the following lump sum amounts:

Evergreen Drive Fire Pond Project \$ _____

Mapleleaf Lane Fire Protection Pond Project \$ _____

Total: \$ _____

I have / have not received addendums (circle one)

(If yes, then proceed to the next line)

I have received the following addendums: _____

Signed: _____

Printed Name: _____

Name of Company: _____

Contact Person: _____

Address: _____

Phone Number: _____ Cell: _____