



**Town of Wayne**  
P.O. Box 400; 14 Kents Hill Rd  
Wayne, ME 04284  
Phone: (207) 685-4983 | Fax: (207) 685-3836  
<http://www.waynemaine.org>

**Summer 2026 Culvert Replacement and Ditching  
Advertisement for Bids**

**Bids due no later than Friday, June 26, 2026 at 3:00 PM.**

**Bids will be opened on Friday, June 26, 2026 at 3:00 PM.**

**Contents:**

- Section I. Information to Bidders (5 pages)
- Section II. Bid Form (3 pages)
- Section III. Contract Attachment C – Construction Specifications (2 pages)
- Section IV. Sample Contract (11 pages)

**Section I.  
Information to Bidders**

The Town of Wayne seeks a qualified contractor to provide the following **Culvert Replacement and Ditching** on town roads.

**A. Scope of the Work**

Provide all labor, materials, equipment, work and services to complete the following work in strict accordance with Specifications and Contract, in Sections III and IV of this Advertisement:

**1. Besse Road –**

- a) Replace 4 driveway culverts totaling approximately 130 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 120 lineal feet of Ditching. See Schedule 1 below for locations and additional information.

**2. Green True Road –**

- a) Replace 5 driveway culverts totaling approximately 150 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 2,900 lineal feet of Ditching. See Schedule 1 below for locations and additional information.

- c) Replace 1 driveway culvert totaling approximately 30 lineal feet with 18" corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.

**3. Innes Ridge Road –**

- a) Replace 6 driveway culverts totaling approximately 180 lineal feet with 15" corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 400 lineal feet of Ditching. See Schedule 1 below for locations and additional information.

**4. Old Winthrop Road –**

- a) Replace 3 driveway culverts totaling approximately 70 lineal feet with 15" corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 5,200 lineal feet of Ditching. See Schedule 1 below for locations and additional information.

**5. Pond Road –**

- a) Replace 8 driveway culverts totaling approximately 260 lineal feet with 15" corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 4,600 lineal feet of Ditching. See Schedule 1 below for locations and additional information.

**6. Strickland Ferry Road –**

- a) Replace 2 driveway culverts totaling approximately 50 lineal feet with 18" corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.

**B. Questions.**

Questions regarding the bidding or specifications must be directed to Shannon McDonnell, Town Manager, by mail at P.O. Box 400, 14 Kents Hill Road, Wayne, ME 04284, by email at [townmanager@waynemaine.org](mailto:townmanager@waynemaine.org), by fax at (207) 685-3836 or by telephone at (207) 685-4984. All questions must be submitted to the Town Office by close of business **Tuesday, June 23, 2026**. Answers to all questions will be provided to all bidders not later than close of business **Wednesday, June 24, 2026**.

**C. Submission of Bids.**

**Bid Due Date and Time** - Bids must be submitted no later than **Friday, June 26, 2026 at 3:00 PM**. Bids submitted after that time will not be considered

Bids must be submitted on the Bid Form included in this Advertisement below and be accompanied by a bid bond or other acceptable form of bid security as provided in this Advertisement for Bids.

All bids must be submitted in a sealed envelope clearly labeled: **“Culvert Replacement and Ditching - Do Not Open Until June 26<sup>th</sup>, 2026”**. Bids should clearly include the bidders name, address and contact information on the outside of the sealed envelope containing the bid.

Bids may be delivered by hand to the Wayne Town Clerk or Town Manager at 14 Kents Hill Road, Wayne, ME 04284 during normal Wayne Town Office business hours which are: Tuesday through Friday, 9:00 am until 5:00 pm or by mail to P.O. Box 400, Wayne, Maine 04284. **Note – bids sent through the mail must be timely received to be opened and considered.**

The Town Clerk or Town Manager shall log each bid received in a register, noting: (i) the bidder’s name, (ii) the date and time the bid was received, and (iii) the initials of the person logging receipt of the bid. All bids received shall be kept in a secure location until bid opening.

Prior to opening bids, the Town may, extend the bid opening date and time if, in the Town Manager’s sole discretion, such an extension is in the best interest of the Town or is necessary to ensure fair competition. Any extension shall be issued by written addendum to all prospective bidders who have obtained these bidding documents from the Town. The addendum will state the revised bid opening date and time and will be posted in the same manner as the original Advertisement. Bids received prior to any such extended opening date and time shall be considered timely.

#### **E. Bid Opening.**

A public bid opening will occur at the Wayne Town Office immediately following the due date and time set as the deadline for receipt of bids. The Road Commissioner or her designee shall publicly open the bids and announce each bidder’s name and the amount bid. The amounts of all bids received and opened shall be recorded in a bid abstract or record.

#### **F. Bid Evaluation and Award.**

All bids submitted shall remain in effect for a period of twenty (20) days following the bid opening date, during which time the Town will evaluate bids to determine the one providing the best value to the Town, price and other factors considered.

While price and proposed completion date are the principal factors in the Town’s award decision, as stated on page 2 of Section II, Bid Form, they are not the sole criteria in evaluating bids for contract award. The Town will evaluate all bids to determine the lowest responsive and responsible bidder offering the best value to the Town – price, completion date and other factors considered. In addition to the total bid price and completion date, the following factors may be considered:

- Whether the bid follows the required format, includes all requested forms and documents.
- Previous experience with municipal road projects of similar scope.
- Quality of references and past performance history

- Adequacy of equipment and personnel to meet the project timeline

The Town reserves the right: (i) to reject any and all bids, in whole or in part, if it is deemed in the best interest of the Town, (ii) to waive any minor informalities or technicalities in the bidding process and/or (iii) to award the contract to a bidder other than the lowest price if the Town determines that another bidder offers the best overall value based on the criteria above.

**G. Contract Award**

The selection of a bid for contract award shall be approved at a meeting of the Town's Select Board held prior to expiration of the bid evaluation period and the successful bidder promptly notified of the award decision.

Within ten (10) days following notification of the contract award decision, the successful bidder shall execute and deliver to the Town Manager a signed contract in the form of the Sample Contract in Section IV of this Advertisement for Bids along with all insurance certificates required under the Contract.

**Schedule 1**

Road	Location - address	Length	Diameter	Driveway pavement cut and patch width	Notes
Besse (culvert)	96	40'	15"	Asphalt 12'	
Besse (culvert)	59	30'	15"	Asphalt 9'	
Besse (culvert)	59	30'	15"	Gravel	Lower driveway
Besse (culvert)	21	30'	15"	Asphalt 8'	Increase depth
Besse (Ditch)	64	120'			120' from 64 to South on East side of road
Green True (culvert)	1st on left	30'	15"	Asphalt 9'	
Green True (culvert)	1st on right	30'	15"	Asphalt 10'	
Green True (culvert)	21	40'	15"	Asphalt 10'	
Green True (culvert)	Poles 6-7	30'	18"	Gravel	Overgrown access, remove trees to replace
Green True (culvert)	Danielson Lower	30'	15"	Gravel	191 Maxim Road lower access
Green True (Ditch)	Danielson Lower	400'			400' from 191 Maxim Road lower access to South on West side of road
Green True (Ditching)	Intersection at Maxim Road	200'			100' both sides of Maxim Road from Green True Road

Green True (Ditching)	Intersection at Maxim Road	2300'			1150' both sides of Green True from Maxim to End. Could be done but not terrible.
Green True (culvert)	474 lower	20'	15"	Gravel	Woods Access
Innes Ridge (culvert)	57	30'	15"	Gravel	
Innes Ridge (culvert)	69	30'	15"	Gravel	
Innes Ridge (culvert)	79	30'	15"	Gravel	
Innes Ridge (culvert)	96	30'	15"	Gravel	
Innes Ridge (culvert)	106	30'	15"	Gravel	
Innes Ridge (culvert)	Town Line	30'	15"	Gravel	
Old Winthrop (culvert)	128, across	20'	15"	Gravel	Field access across from 128
Old Winthrop (culvert)	117, across	30'	15"	Gravel	Field access across from 117. Utility line buried underneath, Pole 6/250/20
Old Winthrop (culvert)	67, across	20'	15"	Gravel	Snowmobile trail entrance across from 67
Old Winthrop (Ditching)	At 438	5,200'			2,600' both sides from 438 to 22.
Pond (culvert)	396	30'	15"	Asphalt 10'	Needs uphill ditching, shallow
Pond (culvert)	365, across	30'	15"	Gravel	Woods access across from 365
Pond (culvert)	345	30'	15"	Asphalt 21'	
Pond (culvert)	342	40'	15"	Gravel	
Pond (culvert)	316, lower	30'	15"	Asphalt 10'	
Pond (culvert)	316, upper	30'	15"	Gravel	needs up and downhill ditching
Pond (culvert)	273	40'	15"	Asphalt 24'	Currently has landscaping planted over ends
Pond (culvert)	252	30'	15"	Asphalt + 10'	Needs to be reset deeper, may be reused
Pond (Ditching)	Sable Lane	4,600'			Sable lane to elementary school on west side.
Strickland Ferry (culvert)	71	30'	18"	Gravel	Old plastic culvert should be replaced and upsized to 18"
Strickland Ferry (culvert)	71, across	20'	18"	Gravel	Woods access across from 71





**Section II - Bid Form**  
**Town of Wayne Summer 2026**  
**Culvert Replacement and Ditching**

**Proposal by ( the “Bidder”):**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**To:** Wayne, Maine  
 Attn: Town Manager

The undersigned hereby declares that, on behalf of the Bidder, he/she has carefully examined the location of the proposed Items of Work described in the schedule below, the proposed Contract Form and the Contract Documents referred to therein. The Bidder understands and agrees the Town of Wayne, Maine (“the Town”) may accept the Bidder’s proposal and award a contract **for all of or any one or more of the Items of Work scheduled below**. The Bidder proposes and agrees that it will contract with the Town to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and furnish all the materials, necessary to complete all Items of Work for which the Town accepts Bidder’s proposal in the manner **and prior to the Completion Date proposed by the Bidder below**, in accordance with the conditions and requirements set forth in the Contract Documents and will accept as full payment therefore the following sums for each such Item of Work awarded:

**Items of Work – Price Schedule**

Work Item	Description	Bid Quantity	Unit of Measure	Unit Price	Total Bid
1. Besse Road	a. 15” Driveway Culverts (4)	130	Lineal foot		
	b. Ditching	120	Lineal foot		
				Subtotal	
2. Green True Road	a. 15” Driveway Culverts (5)	150	Lineal foot		
	b. Ditching	2,900	Lineal foot		
	c. 18” Driveway Culvert (1)	30	Lineal foot		
				Subtotal	
3. Innes Ridge Road	a. 15” Driveway Culverts (6)	180	Lineal foot		
	b. Ditching	400	Lineal foot		
				Subtotal	

4. Old Winthrop Road	a.	15" Driveway Culverts (3)	70	Lineal foot		
	b.	Ditching	5,200	Lineal foot		
					Subtotal	
5. Pond Road	a.	15" Driveway Culverts (8)	260	Lineal foot		
	b.	Ditching	4,600	Lineal foot		
					Subtotal	
6. Strickland Ferry Road	a.	18" Driveway Culverts (2)	50	Lineal foot		
					Subtotal	
<b>TOTAL BID</b>						

**Bidder's Proposed Completion Date.**

The Town expects to approve the contract award at a special Select Board meeting on June 30, 2026, and to execute the contract with the successful bidder on or before July 3, 2026. The Town prefers completion of all Work by July 26, 2026, but acknowledges that this schedule may not be achievable. If the award is delayed beyond July 3, 2026 due to acts or omissions of the Town, the proposed completion date will be adjusted accordingly. Any bidder proposing a completion date for all the Work later than June 26, 2026 must complete the blank below. The proposed completion date will be a material factor in evaluating bids. Proposed completion dates of July 26, 2026, or earlier will receive equal consideration; proposed completion dates after July 26, 2026, will be considered less advantageous to the Town. Any bidder failing to include a proposed completion date below shall be deemed to have proposed July 26, 2026 as the completion date for all the Work.

**Proposed Completion Date:** \_\_\_\_\_  
**(FAILURE TO INCLUDE A DATE ABOVE PROPOSES A COMPLETION DATE OF JULY 26, 2026)**

**Bidder References.**

Bidders are requested to provide a minimum of three (3) references for similar road construction projects completed within the past five (5) years by including the following information regarding each such completed project with their bid:

1. Project Name and Location, including street name and location of the work performed.
2. Brief Description of Work Performed (including contract value and completion date)
3. Owner/Client Name
4. Contact Person (name, title, phone number, and email address)

References should be from projects of comparable scope and complexity to the work described in this Advertisement. The Town reserves the right to contact any or all references to verify past performance, quality of work, adherence to schedule, and compliance with contract requirements.

**Other Agreements and Representations**

The Bidder agrees that this proposal shall remain in effect for a period of twenty (20) days following the date set for receipt of proposals, during which time the Town may accept Bidder’s proposal for one or more of the Items of Work scheduled above by issuing a Notice of Award. Completion of all awarded Base Bid Items must be no later than July 26, 2026.

The Bidder agrees to sign a Contract for the Work in the form of the Section IV Sample Contract included in this Advertisement and provide the required Bonds within ten (10) days of receiving notification of award and contract readiness from the Town Manager.

Accompanying this proposal is a bid security deposit in the amount of five percent (5%) times the Total Base Bid which is to become the property of the Town of Wayne, by forfeiture, if the undersigned fails, after notification by the Town Manager of the acceptance of this proposal, to execute a contract with the Town and furnish the required bonds within the time agreed to herein; or, in case the undersigned withdraws his/her proposal within twenty (20) days after the opening of proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in Section I, Information to Bidders.

**The Bidder represents and certifies:**

1. The Bidder has developed and submits this proposal independently from and without coordination with any other individual or company submitting a proposal to the Town for this work.
2. Except as specified in the “Exceptions” section below, no individual who is a Town of Wayne employee, member of the the Town of Wayne Select Board or Town Road Committee or the spouse of any such person is: (i) an officer, director, or employee of the Bidder, (ii) holds an ownership interest of ten percent (10%) or more in the Bidder, (iii) has a direct financial interest in any contract awarded to the Bidder under this RFP, or (iv) would receive direct financial compensation or benefit as a result of a contract awarded under this RFP.

**Exceptions:** *(If there are no exceptions, write “None”)*

Individual’s Name	Describe Town Position and Relationship to Bidder
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This proposal is submitted by:

Bidder: \_\_\_\_\_  
Name

\_\_\_\_\_ Address

\_\_\_\_\_ Phone Number

\_\_\_\_\_ Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Tax ID Number

Executed as of the date written below

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Summer 2026 – Culvert Replacement and Ditching**  
**Section III**  
**Construction Specifications**

**General Specifications**

Any subcontractor involved in the project must be identified at the time of proposing. Contractors and any subcontractor engaged in the above work must agree to provide proof of liability insurance in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000.00) that names the Town of Wayne as an additional insured. Proof of additional insurance is required, but not limited to, workers compensation and liability insurance for vehicle and equipment. Certificates of insurance must be on file with the Town prior to the commencement of any work. Contractors will follow Town policy on political activity, harassment, and workplace violence while providing services in Wayne.

The proposer will be responsible for providing all necessary flaggers, signs, barricades and other safety devices necessary to control & direct traffic during maintenance and paving operations, according to the MUTCD manual and DOT best management practices.

Current MDOT specifications shall be met for all materials and equipment involved with this project.

The proposer is required to meet all laws, rules and regulations of the State of Maine during the course of this project. “Dig Safe” notification and requirements shall be the responsibility of the proposer.

Erosion control shall be the responsibility of the proposer.

**Culverts**

Contractor shall furnish and install dual-wall corrugated HDPE pipe of the specified diameter with smooth interior, conforming to AASHTO M 294 Type S, including couplings, fittings, bedding, backfill, and installation complete in place.

Culverts shall be installed to maintain positive drainage and shall match the flow line of the ditch. Couplers shall be used to connect all culvert sections. Culverts shall be set using compacted native material and a minimum of 12” of cover is required unless approved by the Road Commissioner or designee. Backfill material shall be installed in lifts of six inches or less. The backfill material shall be thoroughly rammed under the haunches of the pipe with power or pneumatic operated hand tampers. The remainder of the backfill shall be thoroughly compacted with power plate compactors. If native material is unsuitable for backfill Contractor shall notify the Town Representative and this specification shall be adjusted as required.

The surface of the work area for all gravel driveways shall be replaced in kind. For paved driveways the surface shall be prepared subgrade suitable for pavement by others.

Smooth transitions are required at all driveways impacted by road work. Driveway connections shall not allow drainage onto the road and the cross slope of the road must be maintained.

Disposal of culvert materials shall be the responsibility of the contractor.

### **Ditching**

Provide all labor, materials, equipment work and services for ditch work. Ditching shall be performed to return the affected section as near as possible to the original flow line of the ditch unless otherwise specified, and shall in all cases provide for positive drainage.

Install jute erosion control fabric and seed in ditches where the longitudinal ditch grade is greater than six percent (6%). Seed and hay mulch all other ditch surfaces.

Disposal of ditching materials shall be the responsibility of the contractor.



# Town of Wayne

P.O. Box 400; 14 Kents Hill Road  
Wayne, ME 04284

Phone: (207) 685-4983 | Fax: (207) 685-3836  
<http://www.waynemaine.org>

## Culvert Replacement and Ditching Contract

This Culvert Replacement and Ditching Contract ("Contract") is made as of the date last subscribed below by and between Town of Wayne, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "Town") and \_\_\_\_\_ a \_\_\_\_\_ (state) Corporation (hereinafter "Contractor") (Town and Contractor are collectively referred to as "the Parties").

### WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, Town and the Contractor agree as follows:

**I. Contract Documents.** This Contract includes the following documents that are attached hereto or are incorporated herein by reference (collectively referred to as the "Contract Documents"):

- A. This Culvert Replacement and Ditching Contract.
- B. Town of Wayne, Summer 2026 Culvert Replacement and Ditching, Advertisement for Bids ("Advertisement for Bids") consisting of 5 pages, a copy of which is attached hereto as Attachment A. All provisions of the Advertisement for Bids are incorporated herein whether or not specifically referred to below in this Road Construction Contract.
- C. Contractor's proposal submitted on the Bid Form, Town of Wayne, Summer 2026 Culvert Replacement and Ditching, as completed by Contractor in response to the Advertisement for Bids, consisting of 4 pages, a copy of which is attached hereto as Attachment B.
- D. The Payment Bond and Performance Bond submitted by Contractor per Section VII of this Contract below (if applicable).
- E. Construction Specifications consisting of 2 pages, attached hereto as Attachment C.
- F. Contractor's written schedule for performing the Work, attached hereto as Attachment D.

**II. Definitions.**

- A. The term "Town Representative" shall mean and refer to the Town of Wayne's Town Manager or her representative designated in writing.
- B. The term "Maine DOT Standard Specifications," shall mean and refer to the 2020 Edition of the Maine Department of Transportation's Standard Specifications and Standard Details for Construction.
- C. The terms: "State" or "Department" appearing in provisions of the Maine DOT Standard Specifications relevant to this Contract, shall mean and refer to the Town.
- D. The term "Resident" appearing in provisions of the Maine DOT Standard Specifications relevant to this Contract, shall mean and refer the Town Representative which.
- E. The term "Town Working Days" means and refers to days that the Wayne Town Office is open for public business, which is Tuesday through Friday of each week, excluding federal or state government holidays.

**III. The Work.**

Contractor shall secure and pay for all required licenses and permits, furnish all labor, materials, and equipment and perform all work and services necessary to complete the following described Work in strict accordance with the Section III, Construction Specifications attached hereto as Attachment C.

1. Besse Road –

- a) Replace 4 driveway culverts totaling approximately 130 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 120 lineal feet of Ditching.

2. Green True Road –

- a) Replace 5 driveway culverts totaling approximately 150 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 2,900 lineal feet of Ditching. See Schedule 1 below for locations and additional information.
- c) Replace 1 driveway culvert totaling approximately 30 lineal feet with 18” corrugated smooth bore HDPE culvert material.

3. Innes Road –

- a) Replace 6 driveway culverts totaling approximately 180 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.

4. Old Winthrop Road –

- a) Replace 3 driveway culverts totaling approximately 70 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 5,200 lineal feet of Ditching. See Schedule 1 below for locations and additional information. (Including regrading driveway at 96 Old Winthrop Road.)

5. Pond Road –

- a) Replace 8 driveway culverts totaling approximately 260 lineal feet with 15” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.
- b) Perform approximately 4,600 lineal feet of Ditching. See Schedule 1 below for locations and additional information.

6. Strickland Ferry Road –

- a) Replace 2 driveway culverts totaling approximately 50 lineal feet with 18” corrugated smooth bore HDPE culvert material. See Schedule 1 below for locations and additional information.

**IV. Scheduling, Commencement and Completion of the Work / Liquidated Damages**

A. Schedule for Performance of the Work. Contractor shall provide the Town Representative a written schedule for performing the Work, a copy of which shall be attached hereto as Attachment D and incorporated herein by reference. The schedule identifies, for each road included in the Work, the scheduled commencement date and scheduled completion date for the Work to be performed on that road. Contractor shall perform the Work in accordance with the schedule unless otherwise approved in writing by the Town Representative.

B. Inspection and Punch List. As the Work on each road is completed, Contractor shall notify the Town Representative that the Work on that road is complete and ready for inspection. The Town Representative shall inspect the completed Work on that road and, if the Town Representative determines that any portion of the Work is incomplete, defective, or otherwise not in strict accordance with the Contract Documents, the Town Representative shall provide Contractor with a written list of deficiencies requiring correction (the "Punch List") and shall set the time within which Contractor shall correct the Punch List items. Contractor shall promptly complete all Punch List items within the time set by the Town Representative.

C. Completion of all Work. Contractor shall complete all the Work awarded under this Contract on or before < \_\_\_\_\_ > ("Final Completion Date"). Due to the difficulty of calculating the actual damages for late completion for the Work, the Parties stipulate and agree that Town shall be entitled to recover liquidated damages from Contractor of three hundred dollars (\$300.00) for each calendar day after Final Completion Date that the Contractor has failed to achieve completion of all the Work, unless otherwise agreed to in writing by the Town. For purposes of this paragraph, completion is achieved when the Work is sufficiently complete in accordance with the Contract Documents to the Town's satisfaction such that the Town can utilize the Work for its intended purpose.

**V. Contract Price**

A. Price of the Work. Town shall pay the Contractor for full satisfactory performance and completion of the awarded Work \$ \_\_\_\_\_ payable as follows, subject only to such adjustment as are provided for in Sections V (C) and VI(A)(1)(a) of this Contract. The amount payable for each Work Item is:

<b>Work Item</b>	<b>Description</b>	<b>Bid Quantity</b>	<b>Unit Price</b>	<b>Extended Amount</b>
1. Besse Road				
a.	15" Driveway Culverts(4)	130 LF	_____	_____
b.	Ditching	120 LF	_____	_____
			Subtotal	_____
2. Green True Road				
a.	15" Driveway Culverts(5)	150 LF	_____	_____
b.	Ditching	2,900 LF	_____	_____
c.	18" Driveway Culvert(1)	30 LF	_____	_____
			Subtotal	_____
3. Innes Ridge Road				
a.	15" Driveway Culverts (6)	180 LF	_____	_____
b.	Ditching	400 LF	_____	_____
			Subtotal	_____
4. Old Winthrop Road				
a.	15" Driveway Culverts (3)	70 LF	_____	_____
b.	Ditching	5,200 LF	_____	_____
			Subtotal	_____
5. Pond Road				
a.	15" Driveway Culverts (8)	260 LF	_____	_____

b.	Ditching	4,600 LF	_____	_____
			Subtotal	_____
6. Strickland-Ferry Road				
a.	18" Driveway Culverts (2)	50 LF	_____	_____
			Subtotal	_____
		<b>Total Bid Price</b>	=====	=====

**VI. Payment**

A. Measurement for Payment.

1. Driveway Culverts – The final price for Driveway Culvert Replacement shall be based on the unit price times the actual lineal feet of culvert replaced. Contractor shall measure the length of each driveway culvert installed and record such measurement in a log maintained by the Contractor’s employee in charge of the culvert work (“Culvert Measurement Log”). Upon completion of driveway culvert replacement work for each road, a copy of the Culvert Measurement Log for that road and a statement of the total lineal feet of driveway culvert replaced on that road shall be delivered to the Town Representative.
2. Ditching – The final price for ditching shall be based on the unit price times the actual lineal feet of ditching work performed. For ditching work performed on each road, Contractor shall measure and maintain a daily record the length of ditching worked performed for each road and record such information in a log maintained by the Contractor’s employee in charge of ditching work (“Ditching Measurement Log”). Upon completion of ditching work for each road, a copy of the Ditching Measurement Log for that road and a statement of the total lineal feet of ditching work performed on that road shall be delivered to the Town Representative.
3. Measurement Log Inspection. All measurement logs maintained as required by subparagraphs (1) through (2) above shall be available at the work site for reasonable inspection by the Town Representative.

B. Payment.

1. Application for Payment. When all of the Work has been completed, Contractor may submit an application for payment of the Contract Price. Contractor’s application for final payment shall include:

- a. A certification signed by Contractor that all the Work has been completed in accordance with the requirements of the Contract Documents,
- b. A certification that all amounts due and owing by Contractor to its suppliers, laborers, and subcontractors for labor, materials, equipment or services used in construction of the Work have been paid, save and except amounts due and payable by Contract under its agreements with others from the proceeds of the final payment. Such certification shall also certify that the Contractor agrees to indemnify and hold harmless the Town from any mechanic’s liens or materialman’s liens filed against the Town by any such supplier, laborer, or subcontractor.
- c. A release of claims by Contractor against Town for payment of any money due under or in connection with this Contract or the Work, such release conditioned solely upon receipt of final payment.

2. Inspection of the Completed Work. Within three (3) Town Working Days following receipt of the application for final payment and accompanying documentation as described above, the

Town Representative shall perform an inspection to determine if all the Work (including and punch list items) has been finally completed. If the Town Representative finds the application for final payment to be incomplete or finds that any portion of the Work has not been completed in strict accordance with the Contract Documents, all deficiencies in the application and/or Work shall be reported to the Contractor and the Parties shall arrive at a plan for corrective action. If the Town Representative finds the application to be complete and Work to have been completed in strict accordance with the Contract Documents, then Contractor's application shall be certified by the Town Representative to the Town Treasurer for payment. Payment of an application certified for payment shall be included by the Town Treasurer on the next accounts payable disbursement warrant prepared for presentation to the Select Board. Payments approved by the Select Board shall be made not later than the Friday next following Select Board approval.

3. Neither Town's acceptance of, nor payment for, any of the Work shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract, and Contractor shall remain liable in accordance with applicable law for all damages to Town caused by the Contractor's failure to perform any of the Work in strict accordance with the Contract Documents.

D. Withholding of Payment. Town may withhold payment claimed by Contractor for:

1. Reasonable costs to correct and unremedied defects in the Work
2. Damage to property of the Town or damage to third parties for which the Town may be liable.
3. Failure to provide the Town with the opportunity to inspect the Work,
4. Failure of the Contractor or any subcontractor to make payments to laborers, suppliers or subcontractors at any tier for the Work; provided, further, that Contractor shall provide to all subcontractors and suppliers a notice in writing that the Town has provided notice to Contractor, pursuant to 10 M.R.S. § 3252 that the Town shall not be responsible for any labor, materials, or services performed or furnished, thereby preventing such subcontractor or supplier from filing a lien against the Work, and that the Town shall not have any responsibility for payments to subcontractors, sub-subcontractors, or suppliers and their sole avenue for payment are the Contractor and the payment bond.

E. Interest on Late Payments. Interest shall be due and payable on late payments under this Contract at the rate of seven and one-half percent (7.5%) per annum.

F. Right of Offset. The Town shall have the right to deduct from any amounts otherwise due to the Contractor under this Agreement any sums the Contractor owes to the Town, whether arising from this Agreement or any other contractual or statutory obligation. Such sums may include, but are not limited to, costs incurred by the Town to remedy defective or incomplete work, liquidated damages, or amounts paid by the Town on the Contractor's behalf. The Town's exercise of this right shall not limit or waive any other remedies available at law or in equity. Any offset taken shall be documented in writing and provided to the Contractor within a reasonable time.

**VII. Payment and Performance Bonds (applicable if Total Price of the Work exceeds \$125,000.00)**

Prior to commencement of work, the Contractor shall provide performance and payment bonds in amounts equal to the full contract price of all Base Bid items scheduled in Section V above and compliant with 14 M.R.S.A. Section 871. The Contractor shall procure these bonds from a company licensed or approved to do business by the State of Maine Bureau of Insurance, and listed on the latest Federal Department of the Treasury Circular 570, Companies holding certificates of Authority as Acceptable Sureties on Federal Bonds.

**VIII. Insurance and Indemnity**

A. Insurance Requirements.

The Contractor shall procure and maintain, at its own expense, the insurance coverage described below for the entire duration of the Contract, including mobilization, paving operations, and any warranty or maintenance period. All insurance shall be issued by insurers licensed or approved to do business in the State of Maine and with an A.M. Best rating of A- or better. All coverage shall comply with Maine DOT Standard Specifications Section 110.3, which is incorporated herein by reference, and any additional Town requirements set forth below.

1. Policy Types and Limits

a. Commercial General Liability (CGL)

- Coverage: Bodily Injury, Property Damage, Personal Injury, Products/Completed Operations, and Contractual Liability.
- Minimum Limits: Not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- Endorsement: Town, its officers, agents, and employees shall be named as Additional Insureds for all operations and completed work.

b. Automobile Liability

- Coverage: All owned, non-owned, and hired vehicles used in connection with the work.
- Minimum Limits: \$1,000,000 combined single limit per accident.

c. Workers' Compensation & Employers' Liability

- Coverage: In compliance with the Maine Workers' Compensation Act.
- Employers' Liability Limits: Not less than \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee.

d. Umbrella/Excess Liability

- Minimum Limits: \$2,000,000 per occurrence and aggregate, providing excess coverage over CGL, Auto, and Employers' Liability.

2. Certificate of Insurance

Upon execution of the Contract, the Contractor shall provide the Town with a current ACORD certificate of insurance evidencing all required coverages and endorsements specified in this Contract. The Contractor shall ensure that the ACORD certificate is updated and submitted to the Town upon renewal or modification of any coverage, and upon request by the Town, for the duration of the Contract. Failure to provide or maintain the required ACORD certificate of insurance may be considered a material breach of the Contract.

3. Subcontractors.

All subcontractors shall maintain insurance meeting these requirements. The Contractor shall be responsible for verifying and documenting such coverage.

B. Indemnification and Hold Harmless.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town, its officers, agents, employees, and volunteers from and against any and all claims, demands, suits, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

- Performance of the Work — Any act or omission of the Contractor, its subcontractors, suppliers, agents, or employees in connection with the performance of the paving work, including but not limited to surface preparation, asphalt placement, compaction, traffic control, and site cleanup.

- Damage to Property — Injury to or destruction of tangible property, including municipal infrastructure, utilities, or adjacent private property, caused by or resulting from the Contractor's operations.
- Injury or Death — Bodily injury, sickness, disease, or death of any person, including employees of the Contractor or subcontractors, arising out of the work.
- Regulatory Violations — Any fines, penalties, or costs arising from the Contractor's failure to comply with applicable laws, ordinances, permits, or Maine Department of Transportation Standard Specifications.

This obligation shall apply regardless of whether such claims are caused in part by a party indemnified hereunder, provided that the Contractor shall not be required to indemnify for the sole negligence of the Town. The Contractor's indemnification obligations shall survive completion of the work and termination of this Contract.

**C. No Waiver of Tort Immunity.**

**Nothing in this Contract does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.**

**IX. Inspection and Quality Control.**

**A. Maine DOT Standards and provisions.**

The standards, requirements, practices and procedures of Maine DOT Standard Specifications Section 106, Quality, which is incorporated into this Contract by reference, shall apply to all Work performed under this Contract, save and except, the Quality Control Plan (QCP) provisions of subsection 106.4 thereof which do not apply.

**B. Town Standards and Provisions.**

In addition to the provisions referenced in the preceding subparagraph A, the following Town requirements apply, provided, however, in the event of any conflict between the Town provisions below and the Maine DOT Standard Specification provisions referenced above, the higher quality or more stringent provision shall apply.

1. The Town Representative shall have full access to the project site at all times to observe, inspect the work and materials and monitor the paving process.

a) Authority: The Town reserves the right to reject any material or workmanship that does not conform to all Maine DOT Standard Specifications referenced in this Contract and or the Additional Town of Wayne Specificatins.

b) Scheduling: The Contractor shall provide a minimum of forty-eight (48) hours notice to the Town before beginning any construction operations.

**C. Responsibility and Corrective Action.**

Contractor shall be responsible for the quality, accuracy, timely completion, and coordination of all the Work performed by the Contractor under this Contract. Contractor shall, without additional compensation, correct or revise deficiencies in the Work, as identified by the Town or its designees. Deficiencies are defined as any failure to perform any aspect of the Work in strict accordance with the Contract Documents.

**X. Warranty of Construction**

See Section 106.9, Warranty Provisions, of Maine DOT Standard Specifications.

**XI. Breach of Contract, Termination and Survival of Obligations**

**A. Breach of Contract**

If the Contractor fails to perform the Work in accordance with the Contract Documents, disregards applicable laws or regulations, fails to make prompt payment to subcontractors or suppliers, or otherwise fails to comply with any material provision of this Contract such failure shall constitute a material breach. Upon written notice from the Town specifying the nature of the breach, the Contractor shall have seven (7) calendar days to cure the breach to the satisfaction of the Town.

If the Contractor fails to cure within the specified period, the Town may, at its sole discretion:

1. Withhold payment for work not performed or performed unsatisfactorily;
2. Engage another contractor to complete the work, with all additional costs charged to the Contractor; and/or
3. Terminate this Agreement for cause, in which case the Contractor shall be liable for any damages, costs, or losses incurred by the Town as a result of the breach.

Nothing in this clause shall limit the Town's right to pursue any other remedies available at law or in equity under the laws of the State of Maine.

**B. Termination for Cause.**

If a breach of contract remains uncured after seven (7) calendar days, the Town, by written notice to the Contractor, may terminate this Contract for cause. Upon termination for cause, the Town may complete the Work by whatever method it deems expedient. The Contractor shall be liable to the Town for any additional costs incurred to complete the Work, less any unpaid balance of the Contract Price.

**C. Termination for Convenience.**

The Town may, at any time and for any reason, terminate this Contract in whole or in part for its convenience by providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease all Work as directed, take steps to protect and preserve the Work in progress, and submit a final invoice for Work performed up to the date of termination. The Town shall pay the Contractor for all Work satisfactorily performed and accepted prior to termination, plus reasonable, documented costs directly attributable to the termination, but shall not be liable for loss of anticipated profits or other consequential damages.

**D. Survival of Obligations.**

The termination or expiration of this Contract, whether for cause or for convenience, shall not relieve either party of any obligations that, by their nature, are intended to survive such termination or expiration. Without limitation, the Contractor's obligations regarding warranties, indemnification, insurance, confidentiality, cleanup and site restoration, and the correction of defective work shall remain in full force and effect for the periods specified in this Contract or, if no period is specified, for a reasonable time after termination or completion of the Work.

**XII. Arbitration.**

A. Any dispute arising out of the Work, the Contract Documents, this transaction, or related thereto, will be decided by arbitration under the Construction Rules of the American Arbitration Association, and judgment shall be entered on the award. All arbitration shall take place in Augusta, Maine.

B. If an arbitration or litigation arises out of the Work, the Contract Documents, this transaction, or related thereto, either because Contractor has breached its obligations hereunder or under applicable law, or because Contractor has brought invalid claims against the Town, the Town shall be entitled to recover reasonable attorney's fees and costs. This right shall be in addition to, and not in limitation of, any right the Town may have under applicable law.

C. This Article is without prejudice to the Town and Contractor's right to seek preliminary injunction or other preliminary equitable judicial relief in a court of competent jurisdiction if in the judgment of that party such action is necessary to avoid irreparable harm or to preserve the status quo.

D. The obligations in this Article shall survive termination of the Contract.

### **XIII. Additional Contractor's Obligations and Representations**

A. Contractor will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Contract.

B. Contractor is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment necessary to successfully complete the Work.

C. Contractor is familiar with and will perform the Work in strict accordance with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which affect performance of the Work.

D. Contractor has carefully examined all of the Contract Documents and the site of the Work and has conducted its own investigation of the nature and location of the Work, the character of equipment and personnel needed to perform the Work and all conditions which may in any way affect the performance of the Work.

E. That any increase in Contractor's costs necessary to complete the work in a satisfactory condition, above and beyond the Contract Price, shall be the sole responsibility of the Contractor.

F. Contractor shall supervise and direct the Work, using Contractor's best skill and attention and consistent with the professional skill and care ordinarily provided by contractors in the same or similar locality under the same or similar circumstances.

### **XIV. Miscellaneous.**

A. Assignment. Neither party to this Contract shall assign this Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any prior moneys due or to become due to it hereunder, without the previous written consent of the Town.

B. Subcontracting. Except as expressly disclosed in its proposal attached hereto as Attachment B, Contractor shall not sublet any Work without the prior written permission of the Town. Contractor agrees that it is fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

C. Cleaning up. Contractor shall at all times keep the site of the Work free from accumulation of waste materials or rubbish caused by its employees or by its performance of the Work, and at the completion of the Work it shall remove all its rubbish, tools, equipment surplus materials from the site of the Work. In the event Contractor fails to do so, the Town may perform such clean-up and charge Contractor the cost thereof.

D. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Contract if and to the extent such failure or delay is caused by or results from acts, events, or circumstances beyond its reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (such as earthquakes, floods, hurricanes, or tornadoes); fire; epidemic or pandemic; war, hostilities, or acts of terrorism; civil unrest or riots; acts of government or regulatory authorities; embargoes; strikes, lockouts, or other labor disputes (excluding those involving the affected Party's own workforce); and unforeseen shortages or unavailability of materials or transportation. The Party affected by a Force Majeure Event shall promptly notify the other Party in writing, providing reasonable details of the nature and expected duration of the Force Majeure Event and the obligations affected.

E. Order of Precedence. Except as may be expressly provided in this Contract above, in the event of any inconsistency or conflict among the Contract Documents, the following order of precedence shall



Title: Town Manager  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

4 Attachments:

Attachment A, Advertisement for Bids (5 pages)

Attachment B, Contractor's Bid Form (3 pages)

Attachment C, Construction Specifications (2 pages)

Attachment D, Contractor's Schedule for Performance of the Work