

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the Municipality of Town of Cape Elizabeth, a municipal corporation with its principal administrative offices located at 320 Ocean House Road, Cape Elizabeth, with a mailing address of 320 Ocean House Road, Cape Elizabeth, and **RJ Grondin & Sons**, a corporation organized under the laws of the State of Maine, with its principal place of business located at 11 Bartlett Road, Gorham, Maine 04038

The Municipality and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract, including Extra Work in conformity with the **Contract for Fort Williams Park Pond Reclamation Project in Fort Williams Park, 1000 Shore Road** in the municipality of **Cape Elizabeth**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall furnish all supervision, labor, equipment, tools, supplies, and materials required to perform the Work. The Contractor further shall be responsible for construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Municipality shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before May 23, 2025.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount, and that the amount of this offer is One Hundred Ninety Thousand six hundred and forty five dollars (\$ 190,645.00).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Request for Proposal Contract. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement herein for project:

Fort Williams Park Pond Reclamation Project

on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Municipality in writing.

The Offeror also agrees:

First: To do any extra work, not covered by project scope as described in RFP which may be ordered by the Project Resident, and to accept as full compensation the amount determined as addressed in the contract documents.

Second: To complete the Work within the time limits given in the Special Provisions of this Contract.

Third: The Bidder hereby certifies, to the best of its knowledge and belief that: The Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Municipality.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

11/22/2024
Date


(Signature of Legally Authorized Representative of the Contractor)


Witness

Jacob Jones, V.P. of Finance
(Name and Title Printed)

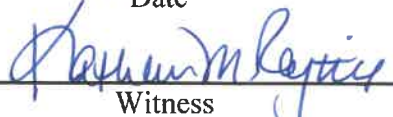
G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MUNICIPALITY OF CAPE ELIZABETH

12/19/24
Date


By: Patrick Fox


Witness