

## CONSTRUCTION CONTRACT

This Contract entered into by and between the Town of Windham hereinafter called the **Owner** and **Grondin Corporation** hereinafter called the **Contractor** for the following Project: **Smith Cemetery Expansion, Windham, Maine.**

The **Owner** and **Contractor** agree as follows:

### **ARTICLE 1 PAYMENTS AND COMPENSATION TO THE CONTRACTOR**

**1.1** The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described (the "Services") in Exhibit B and C to Owner's "Requests for Bids for Smith Cemetery 513 Gray Road, Windham, Maine" (the "RFP"), for the Contract Sum of **\$341,327.00**.

- 1.2** The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.
- 1.2.1** Payments are due and payable twenty-five (25) working days from the date of receipt of a contractor requisition which is approved by the Owner.
- 1.2.2** Provisions for late payments will be governed by Maine Statute, Title 5, Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.
- 1.2.3** Such progress payments shall be made in an amount not to exceed 95% of the lump sum contract price, with 5% of the contract price held as retainage for a period of 1 year from the date of substantial completion.

### **ARTICLE 2 TIME OF COMPLETION**

**2.1** The work of this Contract shall be substantially completed on or before **August 1, 2026** with final completion date on or before **September 1, 2026**.

### **ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

**3.1** The Contractor shall provide signed, valid, and enforceable certificates of insurance for the coverages and in the amounts contained in Section 2(C) of the RFP, being: (a) Public Liability and Property Damage, in coverage amounts of \$1,000,000.00 for each person and each accident, covering both bodily injury and property damage; (b) Motor Vehicle Public Liability & Property Damage, in coverage amounts of \$1,000,000.00 for each person and each accident, covering both bodily injury and property damage; (c) Umbrella Coverage in the amount of \$4,000,000.00 in the aggregate; and (d) Workers' Compensation insurance as required by law. The Contractor shall procure insurance from a company organized in the United States, licensed, and approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other necessary actions to keep insurance in effect for the duration of the contract obligations. The coverage must include, but is not limited to, products, completed operations, and contractual liability coverage. The contractual liability insurance shall cover the Contractor's obligations to indemnify the Owner as provided in this contract. This policy shall cover wrongful acts, meaning negligent acts, errors or omissions by the Contractor, its subcontractors, sub-consultants, or any entity for whom the Contractor is legally liable, arising out of the performance, or failure to perform services. Each policy shall name the Owner as additional insured. Each policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insured, including additional insured, against any and all claims, even if groundless. The insurance coverage provided by the Contractor shall be primary insurance with respect to the Owner, its officers, employees, officials, and agents. The Contractor shall promptly notify the Owner in writing in the event of the cancellation, non-renewal, material modification, or

expiration of any of the aforementioned insurance policies, and shall immediately provide the Owner with replacement certificates of insurance.

**3.2** The Contractor shall indemnify and hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Contract, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Owner, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Owner or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Owner under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Contract indefinitely.

**3.3** The Contractor shall comply with all laws, codes and regulations applicable to the work.

**3.4** The Contractor shall acquire all permits and third-party approvals applicable to the Services not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals, except those specifically identified as provided by the Owner, shall be included in the Contract Sum identified in Section 1.1 above.

**3.5** The Contractor shall remain an independent contractor for the duration of this Contract, shall not become an employee of the Owner, and shall assure that no employee of the Owner will be compensated by, or otherwise benefit from, this Contract. The Contractor further understands that the Contractor shall have no authority, express or implied, to bind or commit the Owner to any agreements or obligations beyond the scope of this Contract, except as specifically authorized by the Owner's Town Manager in writing.

**3.6** The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of work under this Contract.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**4.1** The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

**4.2** The Owner attests that the award of this Contract meets all procurement requirements, including the solicitation of competitive bids.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

**5.1** This Contract shall be governed by the laws of the State of Maine. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction, being the Portland District Court or Cumberland County Superior Court.

**5.2** The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract, in whole or in part, without written consent of the other party, which the Owner may withhold without cause. This Contract may only be amended in writing, signed by the authorized representatives of both parties.

**5.3** The Owner may terminate this Contract for cause by providing the Contractor with 7 days' written notice of termination. For purposes of this Contract, cause includes, but is not limited to: the adjudication of the Contractor as bankrupt; the making of a general assignment by the Contractor for the benefit of its creditors; the appointment of a receiver because of the Contractor's insolvency; the Contractor's persistent or repeated refusal to supply enough properly skilled workers or proper materials to complete the Services; the Contractor's persistent disregard of federal, state, or local statutes, laws, codes, rules, regulations, orders or ordinances; and the Contractor's substantial violation of any provisions of this Contract, including but not limited to Contractor's failure to make continued progress in completion of the Services as set forth in Contractor's timeline submitted with its bid, which is incorporated herein by reference. In the event of a termination for cause, the Owner may finish the Services by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Services, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor by the Owner. However, if such expense shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Further, the Owner may terminate this Contract for convenience upon 30 days' written notice to the Contractor, in which case, the Owner shall pay the Contractor for all portions of the Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the Owner terminates this Contract for cause and it is subsequently determined that cause did not exist, such termination shall be deemed to be for convenience.

**5.4** Notwithstanding the foregoing, the Contractor acknowledges that certain portions of the Contract Sum may be subject to future appropriations by the legislative body of the Owner. To the extent that such sums are not appropriated in the future, the Owner shall have the option, but not the obligation, to terminate this Contract with immediate effect, while ensuring that all sums owed to the Contractor up to the date of termination are paid within thirty (30) days of said notice.

**5.5** If any provision of this Contract shall be found invalid or unenforceable, the remainder of this Contract shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Contract conflicts with any of the exhibits, this Contract shall control.

**5.6** The failure to enforce, or successive failures to enforce any provision of this Contract by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

**5.7** Any notice, demand, or request with respect to this Contract shall be in writing and shall be effective only if it is delivered by personal serve or mailed, certified mail, return receipt requested, postage prepaid, to the other party.

## **ARTICLE 6 CONTRACT DOCUMENTS**

**6.1** The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated. This



Contract, including all documents and exhibits referenced in this Paragraph 6.1, constitutes the entire understanding and agreement of the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

- Requests for Bids for Smith Cemetery 513 Gray Road, Windham, Maine Grondin Corporation Bid, 12/15/25
- Smith Cemetery, 513 Gray Road, Windham, Maine, 8/14/25, last revised 10/16/25 by Sebago Technics
- Bid Addendum #1, 12/5/25, Bid Addendum #2, 12/10/25.

**Smith Cemetery Expansion, 513 Gray Road, Windham, Maine**

The Contract is effective as of the date last executed by the parties.

**OWNER**

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
(Printed name and title) \_\_\_\_\_  
(Agency name) \_\_\_\_\_

**CONTRACTOR**

*K. GL* 01/05/2026  
(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
**KENNETH GRONDIN**  
(Printed name and title) \_\_\_\_\_  
**GRONDIN CORPORATION**  
(Contractor company name) \_\_\_\_\_



THIS BID IS SUBMITTED TO:

Windham Town Manager  
8 School Road, Windham, ME  
04062

PROPOSAL OF Grondin Corporation (Includes Add. 1 & 2) NAME  
P.O. Box 2230  
Windham, Maine  
04062

ADDRESS  
Signed by: K. GIL KENNETH GRONDIN

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

The undersigned having carefully examined the site of work, the Plans and all other information provided in this Request for Bids as well as addenda to answer questions posed during the bidding period.

Item Description	Quantity	Units	Unit Price	Total Price
Mobilization	1	LS	5,440	5,440.00
Site Clearing & Grubbing	1	LS	4,800	4,800.00
Erosion Control (silt fence, construction entrance)	1	LS	15,750	15,750.00
Common Excavation	1,000	CY	1	1,000.00
Common Borrow	1,500	CY	1	1,500.00
Granular Borrow	-	CY	36	36.00
12" Storm drain	232	LF	34	7,888.00
15" Storm drain	341	LF	38	12,958.00
Gravel Road Base (Type A & Type)	875	CY	40	35,000.00
Riprap	20	CY	52	1,040.00
Gravel for Columbaria and Building Base	80	CY	40	3,200.00
Asphalt Pavement Binder & Wearing course)	400	Tons	132	52,800.00
1.5" Water Service*	680	LF	68	46,240.00
Level Spreaders	2	EA	2,600	5,200.00
Underground Electric	410	LF	32	13,120.00
Loam, Seed and Mulch	5000	SY	12	60,000.00
Landscaping	1	LS	63,355.00	63,355.00
Wooden Guard Rail	150	LF	70	10,500.00
Mark Burial Plot Corners	1	LS	1,500	1,500.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$ 341,327.00</b>

- Include trench restoration and traffic control on Rte. 302 as part of the water service bid item
- Any changes in the Contract Work items shall be performed at the unit prices.
- Unit Prices will be used to calculate actual payment amount when actual quantities are determined.
- The unit prices are gross prices, including the Contractor's equipment, labor, supervision, material costs, entire mark-up, field or other costs, including General Conditions, fringe benefits, overhead and profit.