

Town of Baldwin, Maine

INVITATION TO BID

“TOWN PAVING PROJECTS”

Offers shall be clearly labeled “Paving Bid” and submitted to:

Town of Baldwin

534 Pequawket Trail

West Baldwin, ME 04091

Tel: (207) 625-3581

Bid Submission: By Tuesday, July 3rd, 2018 at 4:00PM

Bids will be opened at the Tuesday June 3rd, 2018 Selectmen’s Meeting @ 6:30pm

Received in the mail at the Town Office or Hand delivered to,

Brian Anderson, Road Commissioner

Town of Baldwin

534 Pequawket Trail

West Baldwin, ME 04091

Section II

A. Description of Work: The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Municipal Representative.

B. Project Location:

- Reclaim 3,560' x 20' = 7,920 S.Y.
- 19 mm base, 2.5" thick = 1,090 ton
- 9.5 mm surface 1.5" thick = 670 ton
- 10-ton handwork
- Surface coat to have tack applied
- THERE WILL BE NO SUB-LETTING OF MAINLINE PAVING

C. Equipment Requirements:

1. All hauling equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, Section 401.08
2. All pavers used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, Section 401.09. A highway class paver meeting the specification with an 8 ft main screed (28,000 lbs) may be used.
3. All rollers used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, Section 401.10 unless otherwise approved prior to placement.

D. Plant Requirements:

1. Batch and drum plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, Section 401.07.
2. The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, Section 401.072.
3. At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, Section 401.073, and provided as material is delivered for placement.

E. Materials:

1. Materials shall meet the requirements of MAINEDOT Standard Specifications, as specified in Section 700 – Materials.
2. The contractor shall submit for approval a current MAINEDOT approved job mix formula to the Town of Warren for each mixture to be used on the project. No mix shall be placed until the JMF is approved by the Municipal Representative. If an alternate design similar to the former MAINEDOT designs for B,C, or D mixes is desired, the contractor shall submit for approval a previous MAINEDOT approved JMF conforming to the MAINEDOT Standard Specifications, Revisions of April 1995 or more recent revision of 2001. **A proposed JMF stating percentages and types of recycled materials to be utilized (RAS-RAP) may be submitted and will be evaluated prior to award, no JMFs containing more than 2% RAS will be considered for award.** The job mix formula shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

F. Construction:

1. Butt joints shall be constructed where new pavement meets old pavement (all paved drives and intersections).
2. The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is 50 degrees and rising all paving will be completed by **September 28, 2018**
3. All existing paved surfaces to be paved shall be thoroughly cleaned by the contractor.
4. All existing paved surfaces shall be tack coated prior to the placement of new material at a **minimum rate of 0.025 gals /sy.**
5. All cleaning and tack coating will be incidental to the contract paving items.
6. All paving operations shall cease when the surface to repave is wet.
7. Actual in place yield above/below estimated quantities shall be reported to the Municipal representative daily. Yields shall be as close to estimated quantities as possible and delivery tickets shall be delivered at the end of each day.
8. All traffic control will be provided by the contractor and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual of Uniform Traffic Control Devices (MUTCD) and be incidental to the paving items,
9. Grading and compacting of gravel areas shall be incidental to contract paving items.
10. Surface tolerances shall be checked according to MAINEDOT Standard Specification, sections 401.101.
11. All mixing, spreading, finishing, compacting, and constructing of joints shall meet MAINEDOT Standard Specification, sections 401.14, 401.15, 401.16, 401.17 respectively.

G. Testing:

All materials and every detail of the work will be subject to inspection by the Municipal Representative who may require the Contractor's quality control person to be onsite to monitor material placement and compaction. The Municipal Representative shall be allowed access to all parts of the work. The Municipal Representative shall also have the right to inspect and test, at the Municipality's expense, by the following methods:

a. Pavement Samples

1. Core samples for density testing will be taken in accordance with AASHTO procedures every 500 tons to achieve a minimum 92.0% density on uniform lifts designed to be 1 ¼" and greater.
2. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 500 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density when lift thickness are 1 ¼" and greater.
3. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method 'D' shall be used.
4. Upon demand from the Municipal Representative, the Contractor must supply a ten foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MAINEDOT Standard Specifications.

B. Acceptance

1. If the Municipal Representative requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the Municipal Representative, the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removal and replacement of the material will be at the Contractor's expense.
2. **ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY THE MUNICIPAL REPRESENTATIVE MAY BE ORDERED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE MUNICIPAL REPRESENTATIVE FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.**

H. Miscellaneous

a. Pre inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their investigation. The Municipal Representative will be available to have the sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

b. Right to change or add work

The municipality reserves the right to submit change orders in writing to the Contractor. In that event, the Municipality will negotiate with the Contractor to determine the new costs. The Municipality reserves the right to change unit quantities up to 30% without negotiating a new price.

c. Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

d. Performance Bond

When bid amounts exceed \$50,000, the Contractor shall submit to the Municipality an estimated cost for a Performance Bond in the amount of 100% of the Contract. The Municipality shall evaluate all proposals and will contact the responsible, reliable, low bidder and notify them **if a performance bond** (as Bid) shall be required. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the Municipality, result in termination of the contract.

e. Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the Municipality. The Contractor shall furnish to the Municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may at the discretion of the Municipality; result in termination of the Contract. The Contractor shall furnish to the Municipality a copy of an insurance policy within one month of the notice to the Contractor of the acceptance of its offer.

f. Warranties

The Contractor guarantees that the work to be done under the contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. **This warranty shall be for a period of one year from the date of completion.**

g. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Municipality, and their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

h. Acceptance period

The Municipality shall have up to a maximum of 15 days from the date of bid opening to accept an offer.

i. Notice of Acceptance

The Contractor will be notified in writing by the Municipality of the acceptance of its offer in whole, or in part, in five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

j. Rejection of offers

The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

- k. At the discretion of the Municipal Representative a pre bid conference may be scheduled to discuss scope of services, terms of this contract, and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

- l. Payment

The Municipal Representative shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control (if specified herein), and final cleanup. **Tack coat shall be incidental to the per ton unit price for HMA.**

- m. Asphalt Escalator

There is **no** escalator in this contract.

- n. Qualification

A qualification questionnaire shall be submitted by all bidders.

Section III

We herewith submit our bid and qualifications questionnaire in accordance with the requirements and specifications herein, and acknowledge as follows:

1. That the needs for products and services are the best estimates of commodities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability Insurance), which is in force and shall remain in force during the term of this contract.
3. Our company **is / is not** bondable and if required herein, a Performance Bond will be provided if awarded the bid. **PLEASE CIRCLE (is or is not).**
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

Company Name _____

Address _____

Telephone No. _____

Printed Name and Title of Owner or Authorized Individual

Signature _____

PLEASE INCLUDE MIX DESIGNS WITH BID SHEET

PLEASE ONLY SUBMIT A BID FOR THE SCOPE OF WORK CONTAINED IN THIS SPECIFICATION