PAVING BID

The City of Gardiner is in the need of paving on several streets within the City of Gardiner.

The city intends to target the following roads for paving: Libby Hill Rd (1" shim) Brunswick Ave Terrace, Pierce, Gary, Alexander, Karen, Oak, Lions, Fairview. Mill and fill approximately 1800 ft on Bridge St and Brunswick Ave. This work will be from Maine Ave to the top of Brunswick Ave near the common excluding the new bridge construction area.

Bid alternate: Chip seal Marston Road from just north of Capen Road to the Richmond town line, approximately 11,500 ft averaging 22 ft wide.

A price for the City to pick up hot mix at the plant shall be quoted.

The city anticipates approximately 2400 tons of pavement will be needed, but this is dependent on funding and will be adjusted accordingly.

Sealed bids are due at Gardiner City Hall, 6 Church Street, Gardiner, Maine 04345, by 11am on April 16, 2020. Bid opening will immediately follow. All bids must be clearly marked PAVING BID.

Bids must be submitted on the form included with this announcement.

Any questions shall be e-mailed to clandes@gardinermaine.com. Any questions will be answered and posted to the city web site as addendum no later than noon on April 9, 2020

PAVING BID INSTRUCTIONS

Bids will be due by 11 am on April 16, 2020 at Gardiner City Hall. Bid opening will immediately follow.

Sealed bids will be marked “Paving Bid.”

The city personnel will identify the exact streets to be paved, as well as depths and quantities of pavement used on the city streets.

Scheduling by the City of Gardiner of manhole rehabilitation work performed by the city will be coordinated with the contractor. Paving contractor will schedule work as the streets become available and NO mobilization charge will be accepted.

The project will be complete but no later than 10/2/2020.

A certificate of liability insurance of at least $1,000,000, naming the bidder as the insured, must accompany this bid form.

A certificate of Workers Compensation Insurance must also accompany this form.

Term of payments will be negotiated with the successful bidder.
The City of Gardiner reserves the right to accept or reject any or all bids. The City of Gardiner also reserves the right to negotiate with any bidder the terms it feels is in the best interest of the city.

Specifications

A. Description of Course

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways, sidewalks, and parking lots as proposed in SECTION 1. All work shall be constructed as outlined in this contract and as directed by the municipal representative.

B. 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 the MAINEDOT Standard Specifications, section 401.09

3. All rollers (both drum and wheel) used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

C. 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

D. Materials

1. The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs. The Contractor shall submit, for the Municipal Representative's approval, a current job mix formula (JMF). For a Superpave design, a current MAINEDOT-approved Superpave JMF shall be submitted. If an alternate design similar to the former MAINEDOT designs for B,C, or D mixes is desired, the contractor shall submit a previously MAINEDOT-approved JMF’s conforming to the MAINEDOT Standard Specifications, Revisions of April 1995. The JMF’s shall be reviewed and approved by the municipal representative or an independent testing agency prior to submittal. All JMF’s will be required to accompany the bid form.

2. The JMF 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.

E. Construction

1. **All driveway entrances shall be ground prior to placement and a butt joint will be utilized to match with existing pavement if required by municipal representative.** Any driveway that is lower than the street shall have a berm installed so as to prevent surface water from entering the driveway unless otherwise specified by the municipal representative. For drives, sidewalks,
islands, and other incidental handwork off the traveled way, commercial "D" mix may be used. All driveway aprons will be 4 feet minimum kick-out and will extend to back side of sidewalks where applicable.

2. Butt joints shall be used at any intersecting of existing pavement at the beginning and end of the project, and any cross streets in the work area, as directed by the municipal official. All butt joint grinding will be considered incidental to the paving.

3. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is two inches (2”) or more from the pavement surface.

4. 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 above 40°F and rising, and all paving will be completed by October 2, 2020.

5. All existing paved surfaces that will be newly paved shall be thoroughly cleaned and dried by the contractor and shall be tack coated prior to placement at a rate of .03 – 0.05gal/sy. In addition, any manholes or catch basins will be adjusted by the City of Gardiner or the Gardiner Water District, who will work with the contractor on scheduling. All paving operations shall cease when the surface to repave is wet.

6. The successful contractor will schedule paving with the Public Works Director.

7. 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 on Uniform Traffic Control Devices (MUTCD).

8. The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section as noted in the bid documents except in super elevated areas. A desirable cross slope would be ¼” per foot of lane width (2%).

9. Surface tolerances shall be checked according to MAINE DOT Standard Specifications, sections 401.101.

10. All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINE DOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

F. Testing

All materials and every detail of 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 1000 tons to achieve a minimum 92.5% density.

2. Samples of the hot mix asphalt will be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.

3. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINE DOT Standard Specifications. Method D shall be used.
4. Upon demand from the municipal representative, the contractor must supply a ten-foot (10\') 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.

**ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY AN AUTHORIZED MUNICIPAL REPRESENTATIVE MAY BE ORDERED 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.**

G. Miscellaneous

a. Pre-inspection

Each contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The municipal representative will be available to have the site/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 additional work

The municipality reserves the right to change and or add streets based on unit pricing.

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

The contractor shall submit to the municipality a performance bond in the amount of 100% of the contract within ten (10) days after receipt of notice of acceptance of the contractor's offer or part of the offer. 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 municipalities. 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, in 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 notice to the contractor of the acceptance of its offer.
f. Warranties
The contractor guarantees that the work to be done under this 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 thirty-days (30) from 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, within 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. Pre-bid conference
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. No pre bid will be scheduled in this case.

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, and final cleanup.

m. Asphalt Escalator
The municipality will use the latest edition of Maine DOT Special Provision Section 108 to protect the municipality and the contractor against price fluctuations that may occur due to paving schedule delays, bad weather, other priorities, market pricing, etc.
BID FORM

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

1. That the needs for products and services are the best estimates of communities 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 bondable and a performance bond will be provided if awarded any portion of this bid.

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 ________________________________________________________________

Printed Name and Title of Owner or Authorized Individual _______________________

____________________________________________________________________________

Signature __________________________________________________________________

Hot Mix Asphalt Price Per Ton

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