

2021 Parking Lot Paving

Information for Bidders

The Town of Whitefield Maine is seeking proposals for paving the Parking Lot at the Town office at 36 Townhouse Rd. Persons interested in this work should read the Contract that is available on the Town Website at townofwhitefield.com or email the Admin Assist. at townwhitefieldadm@gmail.com and use that document for submittal of their proposals. The contract is not valid unless or until it is accepted by the town.

There will be a **pre-bid meeting on April 12, 2021 at 2 pm** at the Whitefield Town Fire and Rescue building located at 24 Townhouse Rd. **Bids are due by 3 pm on April 20, 2021** and will be opened the same day **at the Select Board Meeting held at 6 pm** at the Whitefield Fire & Rescue building located at 24 Townhouse Road, Whitefield.

The Town of Whitefield reserves the right to reject any, and all, proposals and may negotiate with an apparent successful bidder to modify the scope of the work as indicated in the contract document.

Proposals must be submitted in a plain envelope marked, "2021 Parking Lot Paving" and include the complete, executed contract document. The proposal must be submitted to:

"2021 Parking Lot Paving"
Town of Whitefield

36 Townhouse Rd.
Whitefield, Maine 04353



Town of Whitefield 36 Townhouse Rd Whitefield, Maine 04353 (207) 549-5175

2021 Parking Lot Paving Contract

Contractor's Name	
Address	
Phone Number	
Federal ID/SS Number	

This contract is between the Town of Whitefield (referred to as "Town" or "we") and you as the bidder ("you", or "contractor") and includes your employees and agents.

Services to be Provided.

This contract is for overlay paving of a parking lot of approximately 5400 square feet (60'x90') at the Town Office in Whitefield, Maine. All paving work will include application of Hot Mix Asphalt Pavement with shimming as necessary, tack coating and associated work and services in accordance with this contract. The two walkways from the parking lot to the Town Office doors will not be paved as part of this project.

The project consists of applying an asphalt surface of MDOT 703.09 type 1.0" inch of 9.5 mm on the entire existing paved surface of the parking lot. Pavement is required to meet 9.5 DOT specifications.

The paving shall be completed on either a Wednesday or on the weekend when the Town Office is closed

Bidders must visit and inspect these areas prior to submitting proposals.

A pre-bid conference will be held on April 12th at 2 pm. at the Whitefield Town Fire and Rescue building at 24 Townhouse Road, with a visit to the work location.

Detailed specifications.

A. 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. When appropriate, a highway class paver meeting the specification with an 8ft main screed may be used.
- 3. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10.

B. 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

C. Materials

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 jobmix formula (JMF). For a Superpave design, a current MAINEDOT-approved Superpave JMF shall be submitted. If an alternate design is desired, the contractor shall submit an approved JMF conforming to the MAINEDOT Standard Specifications. All JMF's will be required to accompany the bid form.

The jobmix 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.

D. Construction

- 1. The parking lot shall have a smooth transition to the road going down to the Sand & Salt shed.
- 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 above 45°F and rising. Paving on this project will be completed by September 15, 2021.
- 3. All paving operations shall cease when the surface to repave becomes wet.
- 4. The parking area to be paved will be ready for paving by July 1, 2021.
- 5. The surface to be paved only needs to be shimmed where necessary to yield a reasonably smooth flat surface. The current grading in the parking lot slopes sufficiently to shed water. Therefore, the paving applied on this lot shall be applied uniformly across the lot to maintain this slope.
- 6. All mixing, spreading, finishing, compacting, and constructing joints shall be in conformance with applicable MAINEDOT Standards.

E. Inspection

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.

F. Miscellaneous

1. Right to change or additional work. The Town 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.

- 2. 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. All work will be conducted in a workmanlike manner and in accordance with generally accepted standards.
- 3. Debris disposal. The contractor shall be responsible for proper disposal of debris, refuse and excess materials resulting from the work done pursuant to this contract.

Resources and References

You agree to provide appropriate equipment and labor necessary for timely and workmanlike completion of the work specified in this contract. The equipment to be used is listed in attachment A and this or equivalent equipment will be maintained by you in good and safe working order. In the event you wish to subcontract any of the work under this contract, you must first obtain the permission of the Town and provide adequate proof that all subcontractors have proper resources and are adequately insured. Any claims by or against a subcontractor are solely your responsibility and we assume no liability for such claims. In attachment B, you will provide qualification and reference information as indicated for the Town's consideration in selection of a successful bidder based on price, qualifications, experience, references and equipment.

Independent Contractor

You and your agents and employees during the performance of this contract shall act in an independent capacity and not as officers, employees, or agents of the Town. You shall employ any manpower needed to fulfill the obligations described. You shall be solely responsible for complying with all state and federal laws applicable to the nature of the work and including, but not limited to, worker's compensation law, employment security law and minimum wage law.

Insurance

Before beginning work, you must provide satisfactory proof of insurance covering Worker's Compensation and general commercial liability, or an acceptable alternative, in the amount of \$1,000,000.

Termination

Notwithstanding any other provision of this document, the Town may solely act to terminate any contract with you in the event there is a failure to perform the work specified herein in a workmanlike and satisfactory manner. Prior to terminating any contract, the Town may, as circumstances allow, provide you with an opportunity to cure any deficiency. Additionally, the Town may terminate this contract for any reason that is in the best interest of the Town, including but not limited to non-appropriation of funds by Town Meeting. Notice of contract termination will be made by certified mail to the address above.

Indemnification

You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss that may result from your performance of services. This includes but is not limited to damage to pavement surfaces, drainage features or personal property such as mailboxes, vehicles, or structures. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

Term of the contract

The term of this contract is from July 1st, 2021 through September 15, 2021.

Bid Prices

Hot Mix Asphalt Price Per Ton

	Shim Mix	9.5mm Mix
Price Per Ton		
Price Per Ton Handwork		

Estimated total quantities and costs for the parking lot.

Location	Shim mix	9.5mm Overlay	TOTAL COST
	Tons	Tons	
Parking Lot			\$

Please attach explanations or clarifications for quantities, pricing or additional work as may be appropriate.

Please attach the information pertaining to the jobmix formula as defined in the third paragraph of Section C.

Payment. The Municipal Representatives 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 shall be paid by the gallon at the unit price.

Please note. We reserve the right to negotiate with the apparent successful bidder to modify the scope of work. In awarding this contract, we will consider price, equipment, qualifications and references of persons submitting proposals.

Payment

Unless other written arrangements are made in advance, payment will be made by the Town upon satisfactory completion of the contracted work through the Town's normal warrant process. The Town reserves the right to withhold sums equal to the value of any uncompleted, substandard or contested work remaining at the conclusion of the contract until such issues are satisfactorily resolved.

Miscellaneous Provisions

This contract may be amended only by written consent of the Town and you. If any part of this contract is declared by a court to be void, the rest of this contract continues to be valid and effective.

Before the award of this contract, any bidder may be required to show they have or commit to have the necessary equipment, experience, ability and financial resources to perform the work in a manner satisfactory to the Town.

We reserve the right to reject any and/or all bids and again to invite bids; to waive such formalities or informalities as to not affect or alter the substantive provisions thereof; and to negotiate with any bidder we feel will result in a favorable result for the Town; and to accept any bid deemed advantageous to the Town. The prices specified in this bid are considered valid for a period of 45 days from the stated bid date of opening.

Printed name and title

Certification I, the undersigned, certify I am a duly authorized representative of the Contractor named above and I have read and fully understand the foregoing proposed contract. I have visited the work areas involved and am aware of the existing conditions. I further certify the information contained herein is true and accurate and that the Bidder is fully capable of complying with this contact if selected by the Town as the successful bidder.
Date:
Signature of Authorized Contractor's Representative
Printed name and title
This contract consisting of 6 pages plus attachments A and B is not valid unless and until it is signed by a duly authorized representative of the respective Town. Award of this contract is contingent upon appropriation of funds by the Town's annual Town Meeting.
For the Town of Whitefield
Date:

Attachment A **Equipment and Personnel**

Please list major equipment and personnel below

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Attachment B Bidder's Qualification Certificate
The bidder hereby certifies and submits the following qualifications:
Number of years in the business under present firm name
Name(s) of former or closely related companies
Particular types of work performed by your company
List all recent municipal or private references and phone numbers for whom similar work has been done: