



TOWN OF WHITEFIELD

## Road Paving Contract

### Information for Bidders

The Town of Whitefield Maine is seeking proposals for **Road Paving (approximately 3.1 miles) and paving a service area of approximately 9220 square feet.** Persons interested in this work should read the Contract available from the town by email at [townwhitefieldadm@gmail.com](mailto:townwhitefieldadm@gmail.com), on the website at <https://townofwhitefield.com/> or the address below 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 Monday May 16<sup>th</sup> at 10 am** at the Whitefield Central Fire Station, 24 Townhouse Rd. **Bids are due by 3 pm on Tuesday May 24<sup>th</sup>** and will be **opened the same day at the 6 pm Select Board Meeting** at the Whitefield Central Fire Station.

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, **“2022 Road Paving”** and include the complete, executed contract document. The proposal must be submitted to:

**“2022 Road Paving”**

**Town of Whitefield  
36 Townhouse Road  
Whitefield, Maine 04353**

(207) 549-5175



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

## 2022 Road Paving Contract

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Federal ID/SS Number \_\_\_\_\_

Email Address: \_\_\_\_\_

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 base and/or overlay paving of approximately 3.1 miles of public roads 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. Additionally, it includes paving a service area at the Town's salt shed and recycling buildings.

The road projects consist of applying 1.5 inches of MDOT 703.09 type 12.5 mm asphalt surface course to approximately 1.4 miles on the entire length of North Howe Road and approximately 1.7 miles on the currently paved portion of Hilton Road. Prior to placing the surface, shim may be applied at a minimal thickness necessary to support a proper crown of the finished surface.

The service area project is approximately 9,220 square feet and consists of placing 3 inches of MDOT 703.09 type 19 mm base pavement overlaid with 2 inches of MDOT 703.09 type 12.5 mm pavement. The Town will prepare the area to rough grade and the contractor will compact and finish grade the area to the town's specifications prior to placement of the pavement.

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

**A pre-bid meeting will be held at 10 am on Monday May 16, 2022** at the Whitefield Central Fire Station, 24 Townhouse Road, with visits to the work locations.

### 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 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.

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. All driveways shall receive a 1 foot apron placed at the same time as the travelway unless otherwise specified by the Municipal Representative, and shall be considered machine placed. For drives, sidewalks, island and other incidental handwork off the traveled way, commercial "D" mix may be used.
2. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.
3. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches 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 45° F and rising, and **all paving will be completed by October 15, 2022.**
5. All existing paved surfaces to be newly paved shall be thoroughly cleaned by the contractor and dry and shall be tack coated prior to placement at a rate of .02 – 0.05gal/sy. In addition, any manholes or catch basins will be adjusted at the direction of the Municipal Representative. All paving operations shall cease when the surface to repave is wet.

**6. All roads will be ready by July 15, 2022.**

**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 utilizing materials estimated above in the bid documents, except in superelevated areas. If noted in contract documents to place shim to desired grade and crosslope, a desirable cross slope would be ¼” per foot of lane width (2%). All gravel or reclaim shall be graded to 2% prior to placement of HMA.

**9.** Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.

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

#### E. 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:

##### 1. Pavement Samples

a. Core samples for density testing will be taken in accordance with AASHTO procedures every 1000 tons to achieve a minimum 92.0% density on uniform lifts designed to be greater than 1”.

b. 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.

c. 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.

d. 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.

##### 2. Acceptance

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.

## F. Miscellaneous

1. Right to change or additional work. We reserve 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 Town reserves the right to change unit quantities up to 20% without negotiating a new price.
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. Asphalt Escalator. We will use the latest edition of MaineDOT 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.
4. 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.
5. Traffic control. Where necessary, you must provide for the safe and legal passage of traffic on the roadway. This may require one or more flaggers depending on the size of the active work area and road conditions such as curves, hills, etc.
6. Additional work. We may specify additional related work not covered by the terms of this contract at an hourly or flat rate as mutually agreed to.

## **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 at least \$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 the date of the Town's acceptance through October 15, 2022.

**Bid Prices**Hot Mix Asphalt Price Per Ton

	Shim Mix	9.5mm Mix	12.5mm mix	19mm Mix
Price Per Ton				
Price Per Ton Handwork				

Preparation of Service Area

Final grading and compaction, lump sum	
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Estimated (non-binding) total quantities and costs for the roadways.

<u>Location</u>	Shim mix	9.5mm Overlay	12.5mm Overlay	19.0mm Base	RS-1 Tack	TOTAL COST
	Tons	Tons	Tons	Tons	Gal.	
North Howe Road						\$
Hilton road						\$
Service area						\$

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

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.

**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 contract if selected by the Town as the successful bidder.

\_\_\_\_\_  
Signature of Authorized Contractor’s Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title

This contract consisting of 7 pages plus attachments A and B is not valid unless and until it is signed by a duly authorized representative of the respective Town.

For the Town of Whitefield

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title



**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

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Particular types of work performed by your company

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List all recent municipal or private references and phone numbers for whom similar work has been done:

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