

TOWN OF PERU
2019 PAVING BID

INVITATION TO BID ON TOWN PAVING PROJECTS

Offers shall be clearly labeled "Paving Bid" and submitted to:

Attn: Board of Selectpersons
P.O. Box 429
Peru, ME 04290

Or Hand delivered to:

Peru Town Office
26 Main Street
Peru, ME 04290

**Bids will be accepted at 26 Main Street, Peru, ME 04290
Until 5:00 PM, Friday June 14th, 2019**

**Bid opening will be held at 26 Main Street, Peru Town Offices at
5:30 PM, Monday June 17th, 2019**

This invitation will cover both Hot Asphalt mix and Cold Asphalt mix bids with no preference given to either or. All bids must include Certificates of Insurance to be eligible. Any Pre-Bid questions please contact Brad Hutchings, Road Commissioner, Peru Road Department @ 562-4657

SECTION 1 TOWN OF PERU

EAST SHORE ROAD – From the Boat ramp south to the new pavement by #348

- 1) 3300+/- linear feet, 20 feet wide with 18 inch aprons at all driveway entrances
- 2) Dig Safe project as required by law
- 3) Provide all necessary engineering, supervision and layout for the project
- 4) Install butt joints at each end of the project
- 5) Furnish and install 2-2.5 inches after compacted, pavement to prepared surface

BID: _____

EAST SHORE ROAD - From end of the new pavement to Greenwoods Road ending in a "T" intersection

- 1) 650+/- linear feet approx., 20 feet wide with 18 inch aprons at all driveway entrances and Left and right turning egress at Greenwoods road
- 2) Dig Safe project as required by law
- 3) Provide all necessary engineering, supervision and layout for the project
- 4) Install butt joints at each end
- 5) Furnish and install 2-2.5 inches after compacted, pavement to prepared surface

BID: _____

RIDGE ROAD – From new pavement to T/P #51 over J46

- 1) 2400 linear feet, 22 feet wide with 18 inch aprons at all driveway entrances
- 2) Dig Safe project as required by law
- 3) Provide all necessary engineering, supervision and layout for the project
- 4) Install butt joints at each end and at intersection of Gammon Road
- 5) Furnish and install 2-2.5 inches after compacted, pavement to prepared surface

BID: _____

OLD VALLEY ROAD- From Valley Road to end of pavement by Sicotte Road

- 1) 1000 linear feet approx. 18 feet wide with 18 inch aprons and a 10 foot apron on to Sicotte Road
- 2) Dig Safe project as required by law
- 3) Provide all necessary engineering, supervision and layout for the project
- 4) Install butt joint at Valley Road
- 5) Furnish and install 2-2.5 inches after compacted, pavement to prepared surface

BID: _____

PACKARD ROAD- From East Shore Road to Tower Road

- 1) 3000 linear feet, 18 feet wide
- 2) Dig Safe project as required by law
- 3) **Grind Only** to a depth of 8 inches, grade and vibratory compact

BID: _____

HARLOW ROAD – From Packard Road to end of pavement/ turnaround

- 1) 1550 linear feet, 15 feet wide
- 2) Dig Safe project as required by law
- 3) **Grind Only** to a depth of 8 inches, grade and vibratory compact

BID: _____

SECTION 2 TOWN OF PERU

- A) Scope of Work** – Successful bidder will work with the Road Commissioner or his designee together in all aspects of the awarded bid. Any materials other than those covered in the bid proposal will be furnished by the town at the town’s expense unless otherwise agreed upon in writing between the Town and the bid recipient. All work will be performed to the satisfaction of the Road Commissioner or his designee upon each phase of completion. All materials used whether HMA or CMA will conform to all updated MDOT Standard Specifications. All listed paving projects will have a full 6-8 inch grind done at the start of the project. Bidders will be responsible for grading and compaction after grinding and final grading and compaction just prior to pavement application. Appropriate materials to seal joints. Any and all cleanup of pavement by products or associated materials at the end of the project.
- B) Equipment Requirements** – All hauling, paving and rolling equipment will meet MDOT Standard Specifications as listed in sections 401.08, 401.09, 401.
- C) Plant Requirements** – All batch, drum or Pug plants used to produce the mix will meet MDOT Standard Specifications as listed in Sections 401.07, 401.072, 401.073
- D) Materials** – All HMA or CMA materials shall be composed of uniformed sized aggregate materials and appropriate bituminous materials graded and combined with the submitted designs. A current Job Mix Formula or JMF will be required for all HMA or CMA mixes meeting MDOT Standard Specifications whether Superpave Design or B,C, or D mixes. The JMF shall state the source, gradation and percentage of each fraction of the aggregate and filler.
- E) Construction** – All driveways shall receive 12 inches of apron placed at the same time as the travelway unless otherwise specified or agreed upon by the Road Commissioner and the Contractor. Butt joints shall be used at all paved joints and driveways. Reflective delineator posts or markings shall be placed a minimum of 100ft apart where pavement drop is more than 2 inches to the shoulder.
- **No mix will be applied to roads in the town of Peru after October 1, 2019 except for emergency repairs to existing roadways****

All traffic control will be provided by the contractor and no road will be completely closed without the approval of the Road Commissioner. Cross slope of the final paved surface shall be as close as possible to uniform, cross slope with a desired ¼" per foot lane slope or 2% grade center to side. All gravel or reclaim shall be graded to 2% preferred prior to paving. Surface tolerances shall be checked according to MDOT Standard Specifications, section 401.101 and approved by the Road Commissioner. All mixing, spreading, finishing, compacting and construction joints shall meet MDOT 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 Road Commissioner or his designee who may require the contractor's quality control person to be onsite to monitor material placement and compaction. The Road Commissioner or his designee shall be allowed access to all parts of the work and also have the right to inspect and test, at the Town's expense materials being used to assure proper mixes being applied. Pavement samples must meet or exceed MDOT Standards.

G) Acceptance – If the Road Commissioner or his designee requests it, the contractor shall remove portions of the finished work as directed. If upon inspection the work exposed is unacceptable by standards of the specification the contractor shall bear the expense of removal and replacement of materials. If found to be acceptable by the Road Commissioner then it shall be deemed extra work and the Town will bear the expense of removal and replacement of materials.

****Any work done without supervision or inspection by the Road Commissioner or his designee may be ordered removed and replaced at the contractor's expense unless the Town's representative failed to inspect after having been given reasonable notice that work was or has been performed.****

H) Warranty – Any and all warranties shall be clearly stated and expressed at time of bid submittal. Warranties shall include what is covered, workmanship, defects and time limits. The Town requires a minimum of one year on materials, workmanship and defects on all paving projects. The Town requires contact information with rights to contact any persons or towns that received warranty work and details pertaining to work completed.

I) Miscellaneous

- 1) **Pre-inspection-** Each Bidder, prior to submitting bid offers should become completely familiar with all aspects of the scope of the work being bid on and responsible for investigating the sites thoroughly. The Road Commissioner or his designee will be available for any questions on or off site. No consideration will be granted for any alleged misunderstanding of the materials to be furnished or installed or the scope of work to be performed. Any defects in the final product will be the responsibility of the contractor.
- 2) **Right to change or additional work –** The Town reserves the right to submit change orders in writing to the contractor within the scope of the area bid upon. In that event the Town will negotiate with the contractor to determine new costs. The Town reserves the right to change unit quantities up to 25% without re-negotiating new costs.
- 3) **Clean up –** At the completion of paving, each site shall be restored to a neat and clean condition and the contractor shall be responsible for the cleanup costs. All areas shall be checked and approved as restored by the Road Commissioner or his designee.
- 4) **Performance Bond –** When or if a bid amount exceeds \$250,000.00 the contractor shall submit to the Town a Performance Bond in the amount of 100% of the contract within ten (10) days of receipt of notice of bid acceptance. The bond will only be accepted by a bonding company licensed in the State of Maine. Failure to do so will be considered a breach of contract and may in the discretion of the Town result in termination or voiding of the contract.
- 5) **Insurance –** All bids shall have a valid Certificate of Liability Insurance accompany their bid packet. If self-Insured proof must be given. The policy shall remain in effect the entire time the contractor is performing work on Town roads or projects. A bid shall not be awarded if proof of insurance does not accompany bid. If insurance is canceled or dropped the immediate termination of a contract with a contractor will be enforced. The Town will be given a copy of the policy prior to any work being started by the contractor upon bid acceptance.

- 6) **Indemnification** – To the fullest extent by Law, the contractor shall indemnify and hold harmless the Town, their agents and employees against all claims, damages, losses and expenses, including, but not limited to attorney's 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 Town.
- 7) **Acceptance period** – The Town shall within 15 days from opening of bids accept an offer. Notice shall be sent in writing within 5 business days to the contractor of acceptance of its offer in whole or in part. No offer shall be given verbally as official acceptance of bid. Only the awarded bid(s) shall receive written notice.
- 8) **Rejection of offers** – The Town reserves the right to reject any and all bid proposals when such rejection is in the best interest of the Town. The Town reserves the right to reject any and all proposals from a contractor who has previously failed to perform properly or to complete on time projects of a similar nature. The Town reserves the right to reject a proposal from a contractor if by investigation shows that the contractor is not in a position to perform the contract.
- 9) **Pre-Bid Conference** – At the discretion of the Road Commissioner a pre-bid conference may be scheduled to discuss, clarify the scope of services, terms of contract and scheduling of work. If a conference is scheduled the contractor must be present to be eligible for acceptance of a bid. The Road Commissioner or his designee will be available upon request if no conference is scheduled.
- 10) **Payment** – The Town shall make payment in full after completion, inspection and acceptance by the Road Commissioner. The payment made will encompass all aspects of the job from start to finish and be Unit Price Per Ton/ Yard. Included is surface preparation, mobilization, hauling, material placement, butt joints, handwork, traffic control, final cleanup and any other miscellaneous expenses.

- 11) Asphalt Escalator – The Town will use the latest edition of MDOT Special Provisions section 108 to protect the Town and the contractor against price fluctuations that may occur due to paving schedule delays, bad weather, other priorities, market pricing, etc.

**SECTION 3
TOWN OF PERU**

AUTHORIZATION BID FORM

**We (I) herein submit this bid 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 these estimates may vary. We agree to supply the products and services required whether more or less in the best interest of the Town at the prices quoted herein.
- 2) We (I) carry General Liability (including Products Liability) Insurance which is in force and shall remain in force during the terms of this contract.
- 3) Our (my) company is bondable and if required by the Town a Performance Bond is obtainable and will be produced upon award of the bid.
- 4) We (I) 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 unless specifically changed in the best interest of the Town and acceptance by the Road Commissioner.

Company Name _____

Address _____

Telephone _____

Printed Name of
Authorized Individual
Title or Owner _____

Signature _____

Date _____