

**TOWN OF HERMON
CONSTRUCTION & PAVING PROJECTS**

INVITATION TO BID

**Offers shall be clearly labeled "Construction & Paving Bids"
and submitted to Town Clerk at:**

Town of Hermon

333 Billings Road

Hermon, ME 04401

Bid Opening: Wednesday, April 27, 2022

11:00 A.M.

The deadline for bids submitted to Town Clerk is 11:00 am, April 27, 2022, where bids will be opened publicly and read aloud at Hermon Town Office, 333 Billings Road, Hermon, Maine.

Town Clerk email: CushmanKL@Hermonmaine.gov

Bidders may bid on paving and paving related project work items and/or additional construction projects identified if desired.

Paving/Reclaim stop & start points on roadways will be marked out by the inspecting engineer by April 14, 2022

Register to receive addendums and for inquiries:

SPerkins@Hermonmaine.gov

SECTION I

TOWN OF HERMON ESTIMATED OVERLAY QUANTITIES

Street Name	Length'	Width'	Depth"	Tonnage
New Boston (Sec. 1)	784'	24'	1"	115
New Boston (Sec. 2 - 19.5mm)	1,100'	21'	2"	488
New Boston (Sec. 2 – 9.5mm)	1,812'	21'	1"	244
New Boston (Sec. 3 – Shim 9.5mm)	3,940	21'	.75"	530
Fenway Drive	1,591'	21'	1"	214
Cedar Brook Drive	1,038'	21'	1"	134
Bog Road (Section- Shim)	9,706'	21'	.75"	934
Black Forrest Drive	1,975'	21'	1"	254
PW Access Road	420'	21'	1"	54

Estimated total tonnage: 2,967

Some “overlay” section totals have been adjusted for wheel ruts and cul-de-sacs
Inspecting engineer will mark all stop and start points for overlays and shims

The depth of pavement is expressed as “after compaction”

Above numbers are estimated quantities only. All bidders are required to verify the Town of Hermon estimates

Road widths are expressed for estimating only; follow original lane widths when installing HMA.

Contact the DECD office at: 848-1010 with questions, or SPerkins@Hermonmaine.gov

SECTION II

A. Description of Paving Course

The work shall consist of installing Hot Mix Asphalt Pavement using designated mix types for the roadways as proposed in SECTION 1. Paving bid award winner will grind all intersections, project start and end locations and the paved driveways. Contractor will match the existing width of the roadways. (Roadway widths described in the list of work are for estimating purposes only) All work shall be constructed as outlined in this contract and as directed by the Inspector or Municipal Representative. All work will be completed pursuant to the most current edition of the MDOT Standards and Specifications Section Paving 400.

B. Overlay Locations

New Boston- Section 1, 784' @ 1" thick surface overlay, 9.5 mm MDOT pay item 403.208 beginning at the intersection of Route 2/New Boston Road extending 784' to marked terminus.

New Boston Road- Section 2 5" full width reclamation for 1,100' as marked with 18" of processed reclaim material installed and compacted to raise roadway to the greatest possible extent in lowest area to prepare for binder and surface.

New Boston Road- Section 2, 1,100' @ 2" thick binder install in reclaim section, 19.5 mm MDOT pay item beginning at marked reclaim section.

New Boston Road- Section 2, 1,812' @ 1" thick surface overlay, 9.5mm MDOT pay item 403.208 beginning marked "Section 2" start point extending to the marked terminus.

New Boston Road- Section 3, 3,940' @ .75" thick shim, 9.5 mm MDOT pay item 403.208 beginning at the end of Section 2 and ending at the intersection of Fuller Road and New Boston. No driveway grinding this section, shim .75" from the center to a "drag" on edge of pavement to fill wheel ruts and restore crown. (Maintenance project to prepare for future overlay)

Fenway Drive, 1,591' @ 1" thick 9.5 mm surface overlay, MDOT pay item 403.208 beginning at the intersection of Fenway Drive and New Boston and ending at the Fenway Drive cul-de-sac.

Cedar Brook Drive- 1,038' @ 1" thick surface overlay, 9.5 mm pay item MDOT 403.208 beginning at the intersection of Coldbrook Road and ending at terminus at Cedar Brook Drive Extension.

Bog Road- Shim 9,706' @ .75" thick surface shim 9.5 mm MDOT pay item 403.208 from Route 2 Intersection to Treadwell Acres as marked by inspecting engineer. No driveway grinding this section, shim .75" from the center to a "drag" on edge of pavement to fill wheel ruts and restore crown. (Maintenance project to prepare for future overlay)

Black Forrest Drive, 1,975' @ 1" thick 9.5 mm MDOT pay item 403.208 from Blackstream Road intersection to terminus as marked by inspecting engineer.

PW Access Road- Overlay 420' @ 1" thick 9.5 mm MDOT pay item 403.208 from PW yard to recycling area

C. Equipment Requirements

Contractor must furnish enough equipment to transport and install HMA uninterrupted so that a continuous paving job occurs without delays. Contractor may own enough construction vehicles and paving equipment to complete the jobs or they may rent pieces meeting specifications below to satisfy this requirement. See liquidated damages section for information including contractor providing unsatisfactory equipment or resources.

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MDOT Supplemental Specifications, section 401.08
2. All Pavers used on the project will meet or exceed the requirements of the most recent edition of the MDOT Supplemental Specifications, section 401.09
3. All Rollers used on the project will meet the requirements of the most recent edition of the MDOT Supplemental, section 401.10

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 MDOT Supplemental Specifications, section 401.07

2. The automation of batching shall meet the requirements of the most recent edition of the MDOT Supplemental Specifications, section 401.072.

3. At automatic mixing plants, automatic tickets shall be printed which meet MDOT Supplemental Specifications, section 401.073.

E. 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 each HMA type. For a Superpave design, a current MDOT-approved Superpave JMF shall be submitted. If an alternate design similar to the former MDOT designs for B, C, or D mixes is desired, the contractor shall submit a previously MDOT-approved JMF's conforming to the latest MDOT Standard Specifications. 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 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 bituminous material to be used and the plant location.

F. Construction

1. Grind joints at the beginning and terminus of new paved areas intersecting existing road pavement, including all paved driveways. **Remove all deleterious material and grindings created by construction.**

2. Contractor shall place reflective delineator posts, spaced every 100' apart where shoulder drop is 2 inches or more from the pavement surface.

3. The installation of Hot Mix Asphalt shall be carried out 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. All paving will be completed by August 31, 2022. Contractors shall have access to all roadways after July 15, 2022, unless alternate mutually agreed schedules are acceptable to Hermon Public Works or the Road Commissioner.

4. All existing paved surfaces to be newly paved shall be thoroughly cleaned and dry and shall be tack coated prior to placement at a minimum rate of .02 gal/sy. In addition, any manholes or catch basins needing to be raised will be completed by the contractor and at the direction of the Municipal Representative (Inspector). Notice will be given to Owner and any utility in the paved way prior to installation of HMA by the contractor that manholes need to be adjusted. Bangor Water District must be notified for adjustments to their utilities in the roadway or shoulders.

5. All paving operations shall cease when the surface to repave is wet.

6. 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).

7. The cross-slope of the final paved surface shall be as close to 1/4" drop per foot of lane width as possible except in super-elevated areas or as otherwise instructed by the Owner or their representative.

8. Surface tolerances shall be checked according to MDOT Supplemental Specifications, sections 401.101.

9. All mixing, spreading, finishing, compacting and constructing of joints shall meet MDOT Supplemental Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

G. Testing

An inspector or engineer representing the Town of Hermon must be on site for all dates that paving takes place.

All materials and every detail of work will be subject to inspection by the Municipal Representative. 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 may be taken in accordance with AASHTO procedures every 1000 tons if requested by inspecting engineer.

b. Samples of the Hot Mix Asphalt may 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 MDOT Supplemental Specifications.

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 MDOT Supplemental Specifications.

2. Acceptance

a. 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 removing and replacing of the covering or making good the parts removed will be paid for as extra work.

Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removing and the replacing of the material will be at the Contractors 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 IS BEING PERFORMED.

H. Scheduling

The awarded contractor must meet with the Municipal Representative within 15 days of acceptance to determine a schedule for all work. The town representative must also be notified at least seven (7) days before commencement of work. All road and street overlays may begin July 15, 2022, and be completed no later than August 31, 2022, unless mutually extended by the contractor and Town.

I. Miscellaneous

1. 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.

2. Right to change, subtract or add work

The Town of Hermon reserves the right to remove any individual road(s) from the above description of work. The owner may purchase more or less tonnage of HMA at the bid price regardless of the removal/addition of any of the project roads listed.

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 any new acceptable costs.

3. Clean up

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

4. Insurance

a. The Contractor shall maintain during the period of the contract such Contractor's General Liability and Property Damage Insurance and statutory Workers Compensation that shall protect the Town and Contractor from claims for damage for personal, bodily and property damage in an amount of \$1,000,000 for general liability and \$500,000 for workers compensation (each occurrence). A Certificate of Insurance shall be provided at the time of contract signing listing the Town of Hermon as being additionally insured.

The liability insurance and worker's compensation coverage shall remain in force until the work is completed and accepted by the municipality. The Contractor shall furnish, to the municipality, a certificate of insurance, with the bid submission. Failure to provide this certificate will constitute a breach of the Contract and may, in the discretion of the owner, result in termination of the Contract or refusal of bid.

b. The Contractor shall have, maintain, and show proof of worker's compensation insurance with the bid packet and during work in the amounts described above in "4. Insurance-a."

5. 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.

6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Municipality, 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.

7. Acceptance period

The Municipality shall have up to a maximum of 45 days from date of bid opening to accept any bids.

8. 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.

9. Rejection of offers

a. The Municipality reserves the right to reject any or all proposals, in whole or in part, whenever such rejection is in the Town's 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.

10. 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.

11. 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, traffic control, and final cleanup.

12. Liquidated damages

Work not accomplished by the completion date of August 31, 2022 may be considered liquidated damages by the Road Commissioner, or the Owner, at the rate of \$500 per day unless extensions are granted by the Owner.

SECTION III

BID FORMS

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 and Statutory Workers Compensation in the amounts specified, which is in force and shall remain in force during the term of this contract. The successful contractor will provide a Certificate of Insurance to the town naming the Town as a co-insured.

3. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.

4. All prices quoted shall be firm for the term of this contract.

5. All prices quoted shall be firm for the term of this contract, unless as provided in Section 6 below:

6. 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 market fluctuations. A base bid price must be submitted on the bid form.

Additional Construction Projects

Companies may bid on any separate construction project of interest or paving projects only. Qualified companies may bid on both paving and construction projects if scheduling doesn't present a conflict.

New Boston Road- Section 1 Project Completion by July 8, 2022

Beginning at the intersection of Route 2 and New Boston Road on the northerly side of the road complete ditching for improved drainage 784' and groom the shoulder for 2' paved shoulder installation. Add 12.5mm modified binder to widened shoulder level with roadway anticipating a future overlay of surface HMA to this section. Town of Hermon will include the final overlay of the surface in the paving list schedule, contractor will install the 12.5 MM modified binder material and compact. Replace 6 driveway culverts in the section and rebuild the entrances to the full extent of the right of way. Install 5-9" rip rap ledge rock in ditch for erosion control from Box 29 to the MDOT right of way line at Route 2 to include inlets and outlets of culvert installs. Cleaning and sloping the radius and shoulders near Route 2 & New Boston intersection required both sides of the roadway.



New Boston Road- Section 2 Project Completion by July 8, 2022

Beginning at Box 186 and extending to include Box 192 driveway entrance for approximately 1000' ditching from the high point in the roadway both directions on the northerly side and replacing 3 driveway culverts. Ditching will occur to "clean" ditches and deepen where necessary to create positive water flow both directions and to lower driveway culverts providing 12" of "cover" at minimum. Include shaping shoulder, 5-9" ledge rock at culvert inlet and outlets, erosion control by seeding and mulch in disturbed areas. Driveway entrances are to be groomed and prepared for pavement install with 2" minus or processed reclaim material after culvert replacement/additions. Gravel driveways will be improved with 2" minus or processed reclaim as a finish to the full extent of the right of way (30' from centerline of roadway)



Shoulder work (Pulling high shoulders - assorted roads) Completion by July 8, 2022

Some roadways on the paving list may need high shoulders “pulled” and material removed before paving. Provide an hourly quote for pulling shoulders to include material removal and broom clean up to prepare for paving. Areas to be pulled will be indicated by the Town of Hermon and mutually agreed by the contractor.

EOP/ Driveway radius material installed Completion by August 31, 2022

After paving where necessary we may need shoulder material added to back up edge of pavement and for any gravel driveway where a lip has been created to the full extent of the ROW. Provide hourly rate for installation and a separate per yard price for 2” minus material.

2” minus material for EOP/ Driveway add

Provide a material price for shoulder, edge of pavement and gravel driveway use per yard on bid form.

Blackforrest Drive Cross Culvert Replacements Completion by July 8, 2022

Two 30” cross culverts at Blackforrest Drive require complete replacement. The estimated ADS culvert length required will be 60’ +/- with excavation, new gravel material mixed with some native material and thorough compaction in 10”-12” maximum lifts. 5-9” ledge rock will be installed around both inlet and outlet ends of culvert and “cleaning” around both ends will occur. Bump notice signs will be required for a ten-day period and then paving with 12.5 mm binder to level of roadway.

BID FORM

Companies may offer pricing for paving projects only or bid on "additional construction projects" if qualified. Town of Hermon has the right to purchase more or less services after reviewing qualifications and references. The Town Council will award project(s) based on "bid most advantageous to the Town".

<u>Pay Item</u>	<u>Estimated Tons</u>	<u>Base Price Per Ton</u>	<u>Total</u>
Section I & II			
MDOT Surface 9.5 MM	2,479	\$ _____	\$ _____
MDOT Binder 19.5 MM	488	\$ _____	\$ _____

	<u>Price per sq. yard</u>	<u>Total</u>
New Boston Road (Reclaim Section-5") 1,100' total	\$ _____	\$ _____
Escalator (4-27-2022)	\$ _____	

Total Paving Bid: _____

Additional Construction Projects:

New Boston Road- Section 1 Project	(Lump Sum)	\$ _____
New Boston Road- Section 2 Project	(Lump Sum)	\$ _____
Shoulder work (Pulling high shoulders- All roads)	(Hourly)	\$ _____
EOP/ Driveway material installed (See description)	(Hourly)	\$ _____
2" minus material for EOP/ Driveway add	(Per yard)	\$ _____
Blackforrest Drive Cross Culvert Replacement	(Lump Sum)	\$ _____

Addendums acknowledged/ received: _____ Initials: _____

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Printed Name and Title of Owner or Authorized Individual:

Name: _____ Title: _____

Signature: _____