



## TOWN OF READFIELD

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### REQUEST FOR PROPOSALS

#### Concrete Box Culvert Headwall and Wing Wall Repairs

INTRODUCTION - The Town of Readfield, Maine (hereinafter, the "Town") is seeking sealed Proposals for Concrete Box culvert headwalls and wing walls repairs. There will be a pre-bid meeting for all Proposers at 9:00 AM Thursday, April 14, 2016 at the Readfield Town Office. All Proposals are to be submitted in sealed envelopes marked "Concrete Box Culvert headwall and wing walls Repairs" to the Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355, by **3:00 p.m. on Friday, April 22, 2016**. Any Proposal received after this scheduled opening time shall not be considered and emails and faxes will not be considered.

The Road Commissioner will open and review all proposals with available members of the Road Committee at 4:30 PM on Friday, April 22, 2016. The Select Board will review all proposals and consider any Road Commissioner and Road Committee recommendations for contract award(s) at a meeting starting at 6:30 PM, Monday, May 2, 2016. Winning contractor(s) will be expected to sign contract(s) on Tuesday, May 3, 2016.

The Proposal must be signed by the Proposer with its full name and address and enclosed in a sealed envelope. Questions regarding this Request for Proposals should be directed toward the Town Manager. All questions by prospective proposers pertaining to this Request for Proposals must be received, in writing, by the Town Manager at least five (5) days before the date set for the opening of the Proposals. Any questions which, in the opinion of the Town Manager, requires interpretation, will be addressed by a written interpretation in the form of a numbered Addendum, sent by registered mail to each person or firm who has taken out a Request for Proposal not later than three (3) days prior to the scheduled opening of the Proposals. Addenda issued later than three (3) days prior to the scheduled opening of the Proposals may be by telephone. Proposers shall acknowledge receipt of all Addenda in the space provided thereof in the Proposal Form, whether the Addenda are in response to questions or otherwise issued by the Town and whether the Addenda are received by mail or telephone.

Each Proposer is required to state in its Proposal: the Proposer's name and place of business and the names of persons or parties interested as principals with it; that the Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly

or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

The successful Proposer shall be required to sign an agreement substantially similar to the standard Town Services Agreement, a copy of which is attached hereto as Exhibit 1. Before commencing work under the Services Agreement, the successful Proposer shall produce evidence satisfactory to the Town that it and its subcontractors, if any, have secured public liability, automobile and workers' compensation insurance coverage (and for professional service contracts, professional liability insurance coverage) as set forth in Exhibit 1. Each Proposer must inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. The Town disclaims any and all responsibility for injury to Proposers, their agents or others while examining the work site or at any other time. Proposers are responsible for all of their costs in preparing and submitting proposals hereunder. No Proposals may be withdrawn within a period of thirty (30) days after the opening of bids.

Each Proposer must be current in personal property tax payments to the respective municipality where the firm is located or provide a letter from the municipality stating the Proposer is in good standing related to tax payments.

Each Proposer must abide by the Town of Readfield's prohibitions against workplace violence, sexual harassment, and political activities in Readfield while working in Readfield.

SCOPE OF SERVICES – The Scope of Services is attached.

GENERAL – The Proposal must include all materials, equipment and labor necessary to perform the Services and must state the name of the person(s) or entity (entities) owning the materials and equipment and/or providing the personnel that forms the basis for its proposal. All Services to be furnished to the Town shall be performed with equipment, methods and use of personnel in accordance with the pertinent Occupational and Safety and Health Act requirements of the State of Maine and the United States.

ACCEPTANCE/REJECTION – The Town reserves the right to waive any informalities in proposals, to accept or reject any or all proposals, should it be deemed in the best interest of the Town to do so.

Date: April 6, 2016

By: \_\_\_\_\_  
Eric Dyer, Town Manager

**Important RFP Dates:**

Mandatory Pre-Bid Meeting:	9:00 AM Thursday, April 14, 2016
<b>Bids Due:</b>	<b>3:00 p.m. on Friday, April 22, 2016</b>
Bids awarded or rejected:	Monday, May 2, 2016, Select Board meeting starts 6:30 PM
Contract(s) signed:	Tuesday, May 3, 2016
Work Initiation Date:	On or after July 1, 2016 (unless otherwise negotiated)
<b>Completion Date:</b>	<b>October 30, 2016 - weather permitting</b>

**Site Location and Photos:**

The box culvert is located on Old Kents Hill Road, in Readfield ME. The closest physical address is 52 Old Kents Hill Road.



Downstream



Downstream



Upstream



Upstream

## **SCOPE OF SERVICES**

### **Concrete Box Culvert Headwall and Wing Wall Repairs**

The Town of Readfield seeks repairs on Concrete Box Culvert headwall and wing walls on Old Kent Hill Road. Contractors shall be responsible for measurements.

Contractors shall be responsible for the following services:

- Closing of the road or associated traffic control.
- Call Dig Safe for the project.
- Install erosion control measures where needed per Department Environmental Protection, best management practices.
- Remove sand and debris from areas needing repair upstream and downstream.
- Remove all deteriorated concrete to good sound concrete. Use phenolphthalein test to ensure concrete has proper ph.
- Remove all deteriorated rebar and replace it in-kind, maintaining 2" of cover over all rebar.
- Apply Duralprep bonding agent per manufacturer's directions, to concrete getting resurfaced
- Assemble concrete forms and coat with Harris Green form release per manufacturers direction
- Arrange for slump and air tests upon concrete delivery and for cylinders to be taken and tested. All test results shall be submitted to the Town.
- Place concrete and vibrate for good consolidation
- Leave forms in place a minimum of 7 days and wet cure all exposed surfaces or use a curing compound.
- After forms are stripped, protect concrete from dirt and contamination by best means until concrete has cured for 28 days
- Apply Certi-vex Penseal 244 100% penetrating sealer per manufacturer's directions on all exposed surfaces

All work and testing shall be done according to MDOT Standard Specifications: Section 502, Structural concrete class L.P, DEP Best Management Practices and according to further directions by the Road Commissioner or designee as needed.

Weather permitting; all work shall be completed by October 30, 2016, unless agreed to in writing by both parties of this agreement.

**PROPOSAL FORM**

**Concrete Box Culvert Headwall and Wing Wall Repairs**

**PROPOSAL**

Proposer's name: \_\_\_\_\_

Address of business: \_\_\_\_\_

Names of principals: \_\_\_\_\_

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the Concrete Box Culvert Headwall and Wing Wall Repairs for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ \_\_\_\_\_

Addenda receipt acknowledgement: \_\_\_\_\_

This Proposal is made without any connection with any other Proposer making any proposal for the same Services; and that no person acting for or employed by the Town is directly or indirectly interested in the Proposal or any agreement which may be entered into to which the Proposal relates or in any portion of the profits therefrom.

**Signed and dated:** \_\_\_\_\_

**SERVICES AGREEMENT**

**Concrete Box Culvert Headwall and Wing Wall Repairs**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Town of Readfield, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "OWNER") and \_\_\_\_\_ (hereinafter "CONTRACTOR"). The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Scope of Services entitled: Concrete Box Culvert Headwall & Wing Wall Repairs issued \_\_\_\_\_, 2016 by the Town Manager, and shall do so in accordance with the Contractor's Proposal dated \_\_\_\_\_, 2016.

The CONTRACTOR must be current in personal property tax payments to the respective municipality where the firm is located or provide a letter from the municipality stating the CONTRACTOR is in good standing related to tax payments.

The CONTRACTOR agrees to abide by the OWNER's prohibitions against workplace violence, sexual harassment, and political activities in Readfield while working in Readfield.

The CONTRACTOR must maintain liability insurance, in the amount of \$400,000 per occurrence, for personal injury, death and property damage claims which may arise from operations under this agreement. The CONTRACTOR shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers' Compensation Act.

The CONTRACTOR will provide to the OWNER a Certificate of Insurance naming the OWNER as an additional insured prior to the start of any work under this agreement. The OWNER disclaims any and all responsibility for injury or damages to the CONTRACTOR, its agents, or others at any time during this agreement.

The CONTRACTOR will provide the OWNER with a current and complete W-9 form prior to the start of any work under this agreement.

The CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, and their agents, employees and/or invitees 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 OWNER.

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 materials and work may be subject to inspection by the OWNER. The Town Manager or designee shall be allowed access to all parts of the work. The OWNER shall also have the right to inspect and test by any methods adequate to ensure an acceptable quality of work at the OWNER's expense unless otherwise specified.

It is strongly recommended that the CONTRACTOR, before submitting a bid, become completely familiar with the job site and the required work. The OWNER may be available to participate in pre-bid inspections at designated times and locations, and occasionally by request. 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 a formal pre-bid inspection.

The bid price(s) quoted in the Proposal Form shall include preparation, mobilization, installation, final cleanup, and all labor and materials required to complete the work as specified in the SCOPE OF SERVICES. The bid price shall be firm for the term of this AGREEMENT.

The OWNER reserves the right to submit Change Orders in writing to the CONTRACTOR. In that event, the OWNER will negotiate with the CONTRACTOR to determine any new terms or costs.

At the completion of work, each site shall be left in a neat and clean condition, subject to approval of the Town Manager or a Designee.

The TOWN shall remit to the CONTRACTOR fifty percent (50%) of the total payment of \$\_\_\_\_\_ by the first warrant following satisfactory completion of half of all services. The remaining balance of fifty percent will be due by the first warrant following satisfactory completion of all services. The OWNER reserves the right to withhold payment should it be determined that the CONTRACTOR has not performed the services required as stated in the SCOPE OF SERVICES.

Every effort shall be made to resolve conflicts between the OWNER and CONTRACTOR through direct negotiations between the parties. If resolution cannot be reached within a reasonable timeframe then the matter will be referred to third party arbitration by mutual agreement of the OWNER and CONTRACTOR.

The OWNER shall have the right to terminate this contract for cause with a minimum notice to the CONTRACTOR of Five (5) business days. Failure to comply with any requirement of this contract shall be cause for termination.

Witness

TOWN

\_\_\_\_\_

By: \_\_\_\_\_

Eric Dyer, Town Manager

Witness

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_