



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

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REQUEST FOR PROPOSALS

ROAD CRACK SEALING SERVICES

INTRODUCTION - The Town of Readfield, Maine (hereinafter, the "Town") is seeking sealed quotes for Road Crack Sealing Services. There will be an optional pre-bid meeting at the Town Office at 10:00 a.m. on Wednesday, May 11, 2016. All quotes are to be submitted in sealed envelopes marked "ROAD CRACK SEALING SERVICES" to the Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355, by **1:00 p.m. on Friday, May 13, 2016**. Any Quote received after this scheduled opening time shall not be considered. No faxed or emailed quotes will be accepted.

The Road Commissioner will open and review all proposals with available members of the Road Committee at 3:00 p.m. on Friday, May 13, 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 p.m., Monday, May 16, 2016. Winning contractor(s) will be expected to sign contract(s) on Tuesday, May 17, 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 15, 2016

By: _____
Eric Dyer, Town Manager

Important RFP Dates:

Optional Pre-Bid Meeting: 10:00 a.m. Wednesday, May 11, 2016
Bids Due: 1:00 p.m. on Friday, May 13, 2016
Bids awarded or rejected: Monday May 16, 2016, Select Board meeting starts 6:30 p.m.
Contract(s) signed: Tuesday, May 17, 2016
Work Initiation Date: To be negotiated, subject to available funding
Completion Date: September 30, 2016, unless otherwise negotiated

Site Location and Photos:

The work will be conducted within the Town of Readfield, ME. Exact locations may vary and will be determined by the Town Manager/Road Commissioner or his/her designee. Sections of the following roads are being considered for crack sealing work:

- Adell Road
- Harmony Hills Road
- Lakeview Drive
- Memorial Drive
- Old Kents Hill Road
- P Ridge Road
- Russell Street
- Scribner Hill Road
- Sadie Dunn Road

SCOPE OF SERVICES

ROAD CRACK SEALING SERVICES

Contractors shall be responsible for the following services on designated Readfield roads:

- Review designated cracks in Town roads, as directed by the Town Manager/Road Commissioner or his/her designee
- Clean all cracks to be sealed/filled
- Install a hot rubberized sealant in designated cracks
- Control traffic appropriately (including signage and flaggers) during crack sealing contract.

All work shall be done according to MDOT specifications (section 424), DEP Best Management Practices and according to further directions by the Road Commissioner or his designee as needed.

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

All contractors are encouraged to review conditions on Town roads. This contract might or might not include any or all paved Town roads and will be based on the quoted rate per gallon of installed sealant and the actual amount of gallons of installed sealant. The final list of roads or specific road locations will be made with the Town Manager/Road Commissioner or his designee. The final amount of installed sealant also will depend on the available Town funds for this work.

PROPOSAL FORM

ROAD CRACK SEALING SERVICES

PROPOSAL

Proposer's name: _____

Address of business: _____

Names of principals: _____

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the ROAD CRACK SEALING SERVICES for the Town of Readfield, Maine, in accordance with the SCOPE OF SERVICES and SERVICE AGREEMENT for the sum of:

\$ _____ per gallon installed.

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: _____

EXHIBIT 1.

SERVICES AGREEMENT

ROAD CRACK SEALING SERVICES

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 seal/fill cracks on selected Town roads, as needed and directed by the Road Commissioner and/or his designee. All work shall be done according to MDOT specifications and DEP standard best practices.

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: ROAD CRACK SEALING SERVICES 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 and shall also have the right to inspect and test, at the OWNER's expense, by any methods adequate to ensure an acceptable quality of work

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 the total payment based on the quoted rate of \$_____ per gallon and actual gallons of sealant applied on specified roads by the first warrant following completion of all services. The TOWN 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 or convenience 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: _____