



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

REQUEST FOR PROPOSALS (RFP)

2016 PAVING PROJECTS:

The Town of Readfield seeks proposals from qualified firms to complete partial or complete paving on several road projects:

1" Surface Pave Only: Adell Rd, Harmony Hills Rd., Lakeview Dr., Memorial Dr.,
Russell St., Thundercastle Dr.,
1/2" Shim & 1" Overlay: P-Ridge Road

All proposals are to be submitted in sealed envelopes marked "PAVING DOCUMENTS – DO NOT OPEN" addressed to the Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 until **3:00 P.M. on Friday, July 1, 2016** at which time they will be publicly opened. Proposal forms and specifications may be obtained at the Town Manager's office. The Town of Readfield reserves the right to accept any or reject any or all proposals. Proposers may be present at the proposal opening if so desired.

STANDARD INSTRUCTIONS TO PROPOSERS

1. The attached proposal is to be signed by the proposer, with full knowledge of and agreement with, the general specifications, conditions and requirements of this RFP. The conditions set forth in this RFP are to be considered minimum proposal specifications. Any variance or deviation from the specifications, terms and conditions, no matter how slight must be noted on an attachment labeled **“Variances”**. Failure to document such variances or deviations may, at the Town of Readfield’s sole discretion, disqualify the proposal from consideration.
2. Proposals shall be submitted in sealed envelopes addressed to the Town Manager, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 and shall be clearly marked **“PAVING DOCUMENTS – DO NOT OPEN”**.
3. Faxed, emailed, or incomplete proposals; or proposals received later than the time and date specified in the RFP will not be considered. Withdrawals of proposals, received later than the time and date set for the proposal opening, will not be considered.
4. A mandatory pre-bid meeting will be held on Thursday, June 23 at 9:00 a.m. at the Readfield Town Office.
5. The proposer shall insert in the attached proposal form the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**
6. In accordance with the provisions of 36 M.R.S.A. sec. 1760 et. Seq., the Town of Readfield is exempt from the payment of State sales and use tax and such tax or taxes shall not be included in the proposal prices.
7. The Town of Readfield specifically reserves the right to accept any or reject any and all proposals, wholly or in part; to waive technical defects or procedures; and to make awards deemed to be in the best interest of the Town.

PAVING SPECIFICATIONS

1. Sealed proposals for completing the projects for the 2017 fiscal year will be received at the Town Office until **3:00 p.m. Friday, July 1, 2016 at which time they will be publicly opened.**
2. Firms are requested to submit signed, written proposals giving fixed firm bids on the attached proposal form. It is the intent of the Town of Readfield to award a binding contract to the selected firm. A final contract award will be considered by the Readfield Select Board at a regular meeting on July 11, 2016.
3. The Town of Readfield reserves the right to increase or decrease stated quantities on the same or additional roads at the same unit prices as the Town sees fit. Actual work contracted will depend on available funding.
4. Any subcontractor involved in the project must be identified at the time of proposing. Contractors and any subcontractor engaged in the above work must agree to provide proof of liability insurance in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000.00) that names the Town of Readfield as an additional insured. Proof of additional insurance is required, but not limited to, workers compensation and liability insurance for vehicle and equipment. Certificates of insurance must be on file with the Town prior to the commencement of any work. Contractors must be in good financial standing with the Town or their respective towns and must provide proof that all personal property taxes owed to respective municipalities have been paid or have a signed payment agreement with the respective town prior to bidding. Contractors further will follow Town policy on political activity, harassment, and workplace violence while providing services in Readfield.
5. The proposer will be responsible for providing all necessary flaggers, signs, barricades and other safety devices necessary to control & direct traffic during reclamation and paving operations, according to the MUTCD manual and DOT best management practices. In addition, for wearing surface projects the proposer will be responsible for the cleaning and sweeping of the street prior to applying a tack coat and wearing course. All joints shall be tack coated.
6. Ground butt joints will be required at all paved driveways. Non-paved driveways will require a minimum of a one (1) foot paved apron. The proposer will also be required to meet all laws, rules and regulations of the State of Maine during the course of this project. “Dig Safe” notification and requirements shall be the responsibility of the Town unless delegated to the proposer in writing by mutual agreement.
7. Current MDOT specifications shall be met for all materials and equipment involved with this paving project.
8. HMA shall only be applied to clean, dry, tack coated surfaces when the atmospheric temperature is above 50°F. HMA shall be delivered to the spreader above 250°F. Deliveries below 250°F will not be accepted.
9. HMA shall be compacted to reduce air voids to between 5% and 8% by volume. Compaction shall be accomplished with a three roller system beginning with a static steel-wheeled roller, followed by a pneumatic tired roller, and finished with a static steel wheeled roller (or comparable). All rollers shall be 8 ton minimum.
10. Documentation must be provided to verify HMA job mix formula prior to application.
11. Work completion date will be negotiated with the successful proposer, but in no case will the completion date be after September 30, 2016 for “summer” paving unless mutually agreed upon by both parties. Consideration will be given to proposals with “spring” work completion dates between May 1, 2017 and June 30, 2017
12. Proposers are required to attach to their proposal an outline of their qualifications, including a list of equipment that will be used to fulfill the terms of this contract and a listing of municipal or governmental entities that they may have contracted with in recent years.

Questions regarding this RFP should be referred, in writing, to:

Eric Dyer, Road Commissioner
Readfield Town Office
8 Old Kents Hill Road
Readfield, ME 04355
Email: readfield.finance@roadrunner.com

PAVING PROPOSAL FORM

PROPOSED PAVING PROJECTS FOR THE TOWN OF READFIELD

Adell Road (from Rt. 17 to Rt. 17)

ESTIMATED TONNAGE= 134 tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,320’ x 16’.

Lakeview Drive (from Winthrop Rd. to End)

ESTIMATED TONNAGE= 193 tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,900’ x 16’.

Thundercastle Drive (from Old Kents Hill Rd. to Torsey Shores)

ESTIMATED TONNAGE= 421 tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 3,168’ x 21’.

Harmony Hills Road (from Rt. 17 to End)

ESTIMATED TONNAGE= 221 tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,743’ x 20’.

Memorial Drive (from Beaver Dam Rd. to Winthrop Town Line)

ESTIMATED TONNAGE= 154 tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,215’ x 20’.

Russell Street (from Sturtevant Hill Rd. to End)

ESTIMATED TONNAGE= 258 tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 1,848’ x 22’.

P Ridge Road (from Nickerson Hill Rd. to Rt. 17)

ESTIMATED TONNAGE=441 tons of full-width variable-depth SHIM and **882** tons of 1”± Compacted 9.5 mm WEAR SURFACE with tack coat, on approximately 6,336’ x 22’.

Please quote all projects with Hot Mix Asphalt (HMA).

PAVING PROPOSAL

Name of Company: _____

9.5 mm Wearing Surface 1” Compacted

HMA: (Estimated tons) X _____ Cost per Ton = Total \$ _____

9.5 mm Shim at variable depth Compacted

HMA: (Estimated tons) X _____ Cost per Ton = Total \$ _____

Tack Coat

(Estimated gallons) X _____ Cost Per Gallon Applied = Total \$ _____

Signature: _____ Date: _____

SERVICES AGREEMENT

ROAD PAVING 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 perform paving on selected Town roads, as needed and directed by the Town Manager/Road Commissioner or his/her designee. All mixing plants, equipment, and materials involved with the completion of the specified work shall meet current MAINEDOT 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 Paving Specifications and Proposal Form, 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 Paving Specifications and Proposal Form. 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 OWNER shall remit to the CONTRACTOR the total payment of \$_____ per ton for specified HMA shim, \$_____ per ton for specified HMA overlay and \$_____ per gallon for specified tack coat; by the first warrant following completion of all services. The total cost of this agreement will not exceed \$_____ without written approval from the OWNER. 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 Paving Specification.

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: _____