



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

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REQUEST FOR PROPOSALS

ROAD SHOULDER INSTALLATION SERVICES

INTRODUCTION - The Town of Readfield, Maine (hereinafter, the "Town") is seeking sealed quotes for Road Shoulder Installation Services. There will be an optional pre-bid meeting at the Town Office at 11:00am on Wednesday, May 11, 2016. All quotes are to be submitted in sealed envelopes marked "ROAD SHOULDER INSTALLATION 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 PM 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 PM, 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: 11:00 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 paving schedules & available funding
Completion Date: November 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.

SCOPE OF SERVICES

ROAD SHOULDER INSTALLATION SERVICES

The Town of Readfield seeks road shoulder installation services on both sides of several roads. Distances reflect road length, not lane miles. Contractors shall be responsible for measurements of roads. Listed below are approximate lengths and bidders may bid on any or all roads, but bids must have separate prices for each road:

<u>Road Name</u>	<u>Road Length in Feet</u>
Adell Road	1,320
Harmony Hills Road	1,742
Lakeview Drive	1,901
Memorial Drive	1,214
Nickerson Hill Road (newly paved section)	2,200
Palmeter Ridge Road	6,336
Russell Street	1,848
Thundercastle Road	5,808
TOTAL	22,370

Contractor shall be responsible for installing shoulder material on each road, following the Town's standards for road shoulders (2' width) as much as practicable in each case, and as directed by the Town Manager/Road Commissioner or his designee. Contractor shall use a shoulder widener with operator, plus additional equipment and personnel to compact the shoulders and sweep the road. The Town will provide shoulder gravel through a separate vendor. The Contractor will truck the gravel from the Town's sand & salt shed area for installation on road shoulders.

All work shall be done according to MDOT specifications (section 204), DEP Best Management Practices, including appropriate signage, and according to further directions by the Road Commissioner or his designee as needed. The Town will be responsible for updating all Dig Safe road project tickets with the winning contractor(s) name(s). All mail boxes and private signs will be the responsibility of property owners to replace or reset.

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

All proposers are encouraged to review conditions on each road.

PROPOSAL FORM

ROAD SHOULDER INSTALLATION SERVICES

Proposer's name: _____

Address of business: _____

Names of principals: _____

Proposers may provide bids for shoulder installation services on any single road, or any combination of roads, or on all eight roads as long as separate prices are provided for each road and not a lump sum for all roads or any combination of roads. The Select Board could consider separate contracts for each road project.

Alternatively, Proposers also may provide an inclusive hourly rate bid for shoulder installation services and a rate for trucking, in addition to lump sum bid amounts for each road.

Base bid for road shoulder installation services on each road:

Adell Road	\$ _____
Harmony Hills Road	\$ _____
Lakeview Drive	\$ _____
Memorial Drive	\$ _____
Nickerson Hill Road (newly paved section)	\$ _____
Palmeto Ridge Road	\$ _____
Russell Street	\$ _____
Thundercastle Road	\$ _____

Alternate hourly rate for shoulder installation services: \$ _____ and trucking hourly rate: \$ _____

The Town will furnish all needed shoulder gravel through a separate vendor. The contractor will be responsible for trucking gravel from the sand & salt shed area

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

ROAD SHOULDER INSTALLATION 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 install shoulder gravel 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 SHOULDER INSTALLATION 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 prices 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: _____