

**Invitation and Request for Proposal  
Asphalt Paving Project No. 17-01  
Freeport, Maine  
Issue date: Wednesday, April 12, 2017**

The Town of Freeport is soliciting bid proposals from qualified contractors to provide the materials and work required to place Hot Mix Asphalt (HMA) on selected asphalt paving projects. The Town retains the right to accept or reject any bids or irregularities. Bid proposals must be submitted in a sealed envelope to: Adam Bliss, Freeport Town Engineer, 30 Main Street, Freeport, ME 04032 by Tuesday, May 2, 2017 at 12:00 p.m.

This request for proposal covers HMA paving associated with two road reconstruction projects. The Town does not guarantee that the total amount of identified work will be authorized, since this amount will depend on the bid price obtained, and other factors. In addition, different or additional paving locations may be requested, if conditions and time allow. Road reconstruction project locations are to be constructed starting after June 4, 2017, unless preauthorization is provided by the Town Engineer/ Public Works Director.

The currently anticipated paving projects are summarized as follows.

- South Freeport Road, South Freeport - approximately 10,100 linear feet. Full depth reclaim approximately 26 feet wide; 2.5 inches of 19.0 mm HMA for length of reclaim by 26 feet wide, joints as directed; and, 1.5 inches of 12.5 mm HMA (in 2018) over total length.
- Curtis Road - approximately 7,800 linear feet. Full depth reclaim approximately 21 feet wide; 3.0 inches of 19.0 mm HMA, joints as directed; and, 1.5 inches of 9.5 mm HMA (in 2018) over total length.

All materials and workmanship shall be in accordance with Maine DOT Standard Specifications, with the Contractor to provide traffic control and signage, as required. The Contractor shall be responsible for all safety within the work area.

All pavement work under this contract shall conform to the MDOT Standard Specification Section 401-Hot Mix Asphalt Pavement, with the following revisions. The design traffic level for placed mix shall be 0.3 to < 3 million ESALS. 50 Gyrations mix is required. NO RECYCLED ASPHALT PAVEMENT (RAP) SHALL BE INCLUDED IN THE MIX. The Contractor shall utilize the necessary equipment to meet the minimum quality standards, and shall include a rubber-tired roller of at least 15 tons weight. Payment for installed asphalt will be subject to an escalator for the price of liquid asphalt, as shown in the attached 2017 Price Adjustment for Hot Mix Asphalt. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies; the use of petroleum based fuel oils will not be permitted.

The HMA binder material shall be 19.0 mm or 12.5 mm HMA pavement, placed in two lifts, as specified.

The existing pavement shall be thoroughly cleaned and dry and shall be tack coated at a minimum rate of 0.02 GAL / SY applied by a truck mounted spreader prior to placement of new asphalt. All paving operations shall cease when the surface to repave is wet. Once equipment is mobilized to the site and paving operations have begun, the road paving must be completed.

The selected contractor may not start a paving operation and stop mid-way through the entire project.

Butt Joints shall be made where the work terminates on existing pavement, at existing flush surfaces, and at other locations identified by the Town as part of the project. All joints shall be a minimum of 3 feet wide, with payment made under the "Butt Joints" item. Any manholes, catch basins, and similar structures will be accommodated by grinding existing pavement at least 1.5" deep to the dimensions as directed. Grinding will be performed by the Contractor, with payment under the "Removing Pavement Surface" item.

All pavement is intended to be placed by machine, although some road radius paving may require nominal "handwork" that will be paid at the bid price. Driveway aprons and sidewalks are considered handwork and are not included in this contract.

The Contractor shall coordinate the execution of the work with the Director of Public Works giving at least three (3) days notice for commencement of the work or changes to the schedule. If work is scheduled for a Friday, and the Contractor cancels in less than three days notice, the Contractor shall pay for the scheduled time of the Public Works employee(s) at their overtime rate, four hour minimum per employee scheduled (2 maximum). The Town's representative has the authority to stop work due to non-compliance with the specified project conditions, including ambient temperature and wet existing pavement.

All materials and every detail of work will be subject to inspection by a Representative from the Town of Freeport. The Town Representative will be allowed access to all parts of the work, including review of the delivery slips for the project. A copy of the last delivery slip with the total asphalt amount for each project shall be provided to the Town Representative.

The Town Representative will also have the right to inspect and test, at the Town's expense, by the following methods:

#### 1. Pavement Samples

- a. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 500 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.
- b. Core samples for density testing may be taken in accordance with AASHTO procedures as desired, approximately every 500 tons.
- 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.

#### 2. Acceptance

If the Town requests, 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 Town, the removing and replacing of the covering or making good the parts removed will be paid for as unit price work. Should the work exposed prove to be unacceptable in the judgment of the Town, the removing and the replacing of the material will be at the Contractor's expense.

## Miscellaneous provisions

### 1. Pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. 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. Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the Town. The Contractor shall furnish a certificate of insurance within two weeks of notice to the Contractor of the acceptance of its bid. The failure to provide this certificate will constitute a breach of the Contract and may result in termination of the Contract.

### 3. Warranty

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 will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

### 4. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Freeport, and 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 Town.

### 5. Payment

The Town 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. For payment on this project, the Town will apply a price adjustment ("escalator,") either up or down, as described on the attached page titled "2017 Price Adjustment for Hot Mix Asphalt."

### 6. Schedule

Paving work on South Freeport Road must start after June 4<sup>th</sup>. All paving work must be completed before September 30<sup>th</sup> without exception.

**Bid Form**

The Bid shall be submitted on the Contractor's letterhead or other official document, and signed by an authorized representative, for the requested unit prices, extended prices for the estimated quantities, and a sum of the total work. The Bidder shall identify any variations from the specifications or work as described. All bids must be provided in a sealed envelope

The estimated quantities for the bid are listed in the following table. The quantities represent the estimated work amounts for the identified project locations only. Paving of different project locations could substantially alter the actual contract quantities.

All bidders must include a price for all requested items. The Contractor shall agree to furnish all labor and materials and do the work as specified and prescribed, and agree that he will accept in full payment the unit price bid amounts. Any work required to provide a complete project and that is not identified in a specific pay item shall be considered incidental to the other items.

**Freeport Asphalt Paving Project No. 17-01  
 Bid Quantity Tables**

<b>Road Reconstruction Projects</b>				
<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Bid Unit Price</b>	<b>Extended Item Price</b>
Soil Cement	SY	29,200		
Pavement surface, 9.5 mm HMA	Ton	1,600		
Pavement binder, 12.5 mm HMA	Ton	2,500		
Pavement binder, 19.0 mm HMA	Ton	7,100		
Butt joints	SY	400		
Removing pavement surface	SY	200		
Tack coat	Gallon	1,200		
Full depth reclaim, two passes	SY	48,000		
	<b>Total extended price</b>			

**TOWN OF FREEPORT  
2017 Price Adjustment for Hot Mix Asphalt**

Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items (as specified by the Maine DOT):

- 403.206 Hot Mix Asphalt – 25 mm (1 in)
- 403.207 Hot Mix Asphalt – 19 mm (3/4 in)
- 403.208 Hot Mix Asphalt – 12.5 mm (1/2 in)
- 403.209 Hot Mix Asphalt – 9.5 mm (sidewalks, drives, & incidentals) (3/8 in)
- 403.210 Hot Mix Asphalt – 9.5 mm (3/8 in)
- 403.211 Hot Mix Asphalt – Shim
- 403.212 Hot Mix Asphalt – 4.75 mm (3/16 in)
- 403.213 Hot Mix Asphalt – 12.5 mm (base and intermediate course) (1/2 in)

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below (using DOT specification references) times the difference in price in excess of 5 percent between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

403.206	4.8%	403.210	6.2%
403.207	5.2 %	403.211	6.2%
403.208	5.6%	403.212	6.8%
403.209	6.2%	403.213	5.6%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor and the Maine DOT website.

Period Price: The period price of performance graded binder will be determined by using the average New England Selling Price, listed in the Asphalt Weekly Monitor and the Maine DOT website that is current with the pay period ending date of the progress estimate.