Greetings,

The Town of Mechanic Falls is requesting sealed bid proposals for various paving projects. Appointments to view the projected projects should be made by contacting the Town Manager.

All sealed bid proposals shall be submitted to the Mechanic Falls Town Office, C/O Town Manager, 108 Lewiston Street, Mechanic Falls, ME 04256 no later than 11:30 AM, on Wednesday, March 18th, 2020 at which time they will be opened and read.

Bids must be sealed and include the words Paving Bid Enclosed on the outside of the envelope. The bid must include a completed Bid Form (supplied) but may also include a separate line item proposal attachment. The Mechanic Falls Road Commissioner will review the bids at their next regularly scheduled meeting. The Mechanic Falls Town Council reserves the right to accept or reject any or all bid proposals when considering the best interest of the Town. The Mechanic Falls Town Council reserves the right to renegotiate with the lead bidder to fit project to available funds.

If you have any questions regarding the bid specifications, or would like to review the projects, please contact the Town Manager at 345-2871 or email me at zmaher@Mechanicfalls.org.

Sincerely,

Zachary W. Maher
Town Manager
Town of Mechanic Falls
GENERAL SPECIFICATIONS

These specifications are the general requirements of the bid, and the bidder should completely outline on their proposal the scope of work being proposed and attach it to the Bid Form supplied.

Timeframe: Work could begin as soon as July 1, 2020 and should be completed no later than October 31, 2020. Time frame would be established and secured with the bid awardee.

It is the responsibility of the bidders to confirm all estimated lengths, widths and tonnages required.

The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, traffic control, and final cleanup. Alternative products or methods other than proposed will be considered.

Damages: Liquidated damages for failure to complete the project within the contracted time frame will be established upon signing an agreement with both the Town and the awardee.

Change Orders: All proposed change orders shall be submitted in writing with the price of the proposed work, and require the signature of the Contractor’s Representative and the Town Representative.

Accessibility: Awardee will be responsible for supplying OSHA complaint access and safety parameters for the duration of the construction.

1) Scope of Work:

The Contractor shall not sublet or subcontract to another without written consent of the Town of Mechanic Falls.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, including but not limited to, signs and proper flagging for the project according to MDOT standards.

The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 45° F and rising.

Contractor shall provide the specified mix, transportation, application, and compaction of all mix with sufficient equipment to satisfactorily complete the project (Must use self-propelled street pavers with a screed that is of sufficient width to adequately do the job and at least two 10 ton steel rollers with vibes and one 12 ton rubber roller with curtains). Minimum allowable pavement thickness shall be “no less than 2” after compaction on base mix.

The cross-slope of the final paved surface shall be as close to 1/4” drop per foot of lane width as possible except in super-elevated areas.

The Town requires that all depths to be within 10% of the desired amounts (e.g. 1.7” to 2.3” for a specification of 2.0”). All bituminous compaction must be at least 92% (pneumatic tire compaction required). A firm such as S.W. Cole may be hired to provide spot checks on compaction and pavement
depth. The temperatures of every hot bituminous load is to be checked and be within MDOT acceptable
temperature range before placement (provide documentation of each temperature check to Owner).

Any adding of gravel will be the responsibility of the Town. Fine grading and compaction of soils for all
unpaved areas shall be the responsibility of the contractor.

Tack coating between lifts of pavement is required in all overlay situations. All existing paved surfaces
to be newly paved shall be thoroughly cleaned and dry and shall be tack coated prior to placement at a
minimum rate of .02 gal/sy. In addition, any manholes or catch basins will be adjusted at the direction of
the Municipal Representative. All paving operations shall cease when the surface to repave is wet.

All road openings / driveways shall be tied into the roadway with a paved apron and will be at least the
same thickness in depth as the pavement thickness required for the specific location, and shall be flared
out at the roadway edges at no less than 45 degree angles. All locations where new pavement meets old
pavement shall be joined together using a saw-cut and butt joint. Paving must occur during weather
parameters that are consistent with MDOT specifications (temperature, humidity, rain, etc.).

The contractor shall be responsible for all cleanups of waste materials and trash at all times. No piles of
waste mix will be left on roadsides. The Town of Mechanic Falls may reduce payment for any cleanup
that the Town may have to perform.

Mobilization charges must be included within the paving quotes.

The contractor will provide all labor and materials to complete the described work. All work will
comply with Federal, State and Local Statutes, Regulations, Ordinances and Rules, or Permitting
requirements.

II) Listed Proposed Projects:

**Austin Rd**
Approx. 0.25 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat.

**Benson Court**
Approx. 0.04 miles edge to edge of existing pavement (aprox. 20 feet wide)
2” compacted base coat.

**Cross St (From N. Main 120’ West)**
Approx. 0.02 miles edge to edge of existing pavement (aprox. 20 feet wide)
2” compacted base coat.

**Elm St (from RxR to Lewiston Rd)**
Approx. 0.1 miles edge to edge of existing pavement (aprox. 30 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat on road plus resurface parking
stall on east side of road.

**Fourth Ave**
Approx. 0.15 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat
**Grove St**
Approx. 0.11 miles edge to edge of existing pavement (aprox. 18 feet wide)
2” compacted base coat or comparable Cold Mix Asphalt alternative.

**Highland Ave (Pole 55 West to Rt.11)**
Approx. 0.11 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat.

**Jordan Rd**
Approx. 0.96 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat or comparable Cold Mix Asphalt alternative.

**Milton Lane**
Approx. 0.53 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat or comparable Cold Mix Asphalt alternative.

**North St. (Pole 37 to Town Line)**
Approx. 0.6 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat.

**Park St. (Lewiston St over RxR past 46 Park St)**
Approx. 0.2 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat.

**Patterson Rd.**
Approx. 0.8 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat or comparable Cold Mix Asphalt alternative.

**Pine St.**
Approx. 0.5 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat.

**Spring St.**
Approx. 0.31 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat or comparable Cold Mix Asphalt alternative.

**Standpipe Rd.**
Approx. 0.44 miles edge to edge of existing pavement (aprox. 18 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat or comparable Cold Mix Asphalt alternative.

**Walker Rd. (RxR west to Town line)**
Approx. 0.4 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat or comparable Cold Mix Asphalt alternative.

**True St.**
Approx. 0.21 miles edge to edge of existing pavement (aprox. 20 feet wide)
Shim pave as needed for smoothness and 2” compacted base coat.

### III) Permits and Fees:

The contractor shall secure and pay for all permits, fees, licenses, and inspection necessary for the execution and completion of the work (if required).

The contractor shall bear all cost incurred arising from the failure of the contractor to comply with all Federal, State and Local regulation or permitting requirements. Further, the contractor shall bear all cost incurred arising from negligent workmanship on the part of any of those in his employ.

### IV) Insurance:

The contractor shall provide the Town with evidence of Workman's Compensation insurance, adequate personal injury, property damage, and employer's liability insurance; minimum of $1,000,000 at the time of bid.

The contractor shall hold the Town harmless from any losses or damages caused by his employees in relation to the work.

### V) Warranties and Obligations:

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. If any equipment, material, or workmanship fails or is found to be in non-conformance with State or Federal Regulations within 12 months of completion and acceptance, it shall be promptly repaired or replaced at no cost to the Town.

Copies of all applicable material and or performance warranties shall be supplied to the Town.

### VI) Payment:

It will be necessary for some or all of the payment due by the Town contract to be paid after July 1, 2020. Project is subject to public budget referendum approval on June 9, 2020.

The Town shall make a payment of not more than 25% of the cost of the project to the awardee prior to the commencement of work.

Upon declared completion of the project by the contractor, the Town’s designee shall have no less than 5 days to inspect and verify the work to have been done to specifications. Upon successful inspection, the Town shall make 70% payment when invoiced by the contractor. The
remaining 5% shall be paid one year later upon demand of the contractor once the work has successfully passed a re-inspection.

VII) Miscellaneous:

Pre-inspection
Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Municipal Representative will be available to have the site/sites proposed for paving inspected. 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.

Right to change or additional work
The municipality reserves the right to submit change orders in writing to the Contractor. In that event, the municipality will negotiate with the Contractor to determine the new costs.

Performance bond
The Contractor shall submit to the Municipality a Performance Bond in the amount of 100% of the Contract within ten (10) days after receipt of notice of acceptance of the Contractor's offer or part of the offer. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the Municipality, result in termination of the Contract.

Insurance
The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish, to the municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may, in the discretion of the municipality, result in termination of the Contract. The Contractor shall furnish to the Municipality a copy of an insurance policy within one month of notice to the Contractor of the acceptance of its offer.

Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Municipality, 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 Municipality.

Acceptance period
The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.
Town of Mechanic Falls
Bid Form

2020 Paving Projects

Company Name: 
Representative Name: 
Address: 
Phone#: __________________________ Email: __________________________

Bid Price:

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Exceptions Taken By Bidder:

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