



From: Ted Snowdon  
Director Department of Public Works

April 28, 2021

Subject: Request for Bid  
2021 Paving Bid  
Wiscasset, Maine

The Town of Wiscasset is seeking qualified bidders for Hot Mixed Asphalt Paving. Please include with your bid complete warranty information and proposed start date. The following specifications detail the design and extent of the proposed work. To be considered, potential bidders must complete the enclosed bid form and return it to the following address **before 2:00 p.m. on Tuesday, May 18, 2021.**

**The envelope must be sealed clearly marked:**

**“2021 Hot Mixed Asphalt Paving Seal Bid”  
Attention: Town Manager  
Town of Wiscasset  
51 Bath Road  
Wiscasset, ME 04578**

Bids received will be opened at the Board of Selectmen meeting scheduled to commence Tuesday, May 18 at 6:00 p.m. Submitted bids and references will then be reviewed on Wednesday, May 19 by Ted Snowdon. The bid will be awarded to the most qualified low bidder. **The Board reserves the right to reject any or all bids at their discretion.**

All questions regarding this bid shall be directed to Ted Snowdon, Director of Public Works, Wiscasset, Maine. Ted may be reached weekdays at the Town Garage at 207/882-8220.

## **Town of Wiscasset, Maine**

### **CONTRACT BID SPECIFICATIONS** **HOT MIX ASPHALT PAVING**

#### **GENERAL SCOPE OF WORK:**

The work shall consist of Sweeping, Butt Joints and Paving (3/4" shim 1.25" surface) using the latest edition of Maine DOT's standard specifications.

#### **A. Project Location**

- 1. Middle Street Parking Lot behind Treats**
- 2. Langdon Road**
- 3. Beechnut Hill Road Extension**
- 4. Hodge Street**
- 5. Whites Lane**
- 6. Shinbone Alley**
- 7. Middle Street Parking Lot across from #54**
- 8. Water Street Parking Lot By #79**

## CONTRACT BID SPECIFICATIONS

### HOT MIX ASPHALT PAVING

#### A. Description of Course

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways, sidewalks and parking lots. All work shall be constructed as outlined in this contract and as directed by the Municipal Representative.

#### B. Equipment Requirements

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08
2. All Pavers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.09. When appropriate, a highway class paver meeting the specification with an 8ft main screed may be used.
3. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

#### C. Plant Requirements

1. Batch and Drum Plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.07
2. The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.072
3. At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, section 401.073

#### D. Materials

1. The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs.

The Contractor shall submit, for the Municipal Representative's approval, a current job mix number (JMN). For a Superpave design, a current MAINEDOT-approved Superpave JMN shall be submitted. If an alternate design similar to the former MAINEDOT designs for B, C, or D mixes is desired, the contractor shall submit a previously MAINEDOT-approved JMF's conforming to the MAINEDOT Standard Specifications, Revisions of April 1995. The JMF's shall be reviewed and approved by the Municipal Representative or an independent testing agency prior to submittal. **All JMN's will be required to accompany the bid form.**

The JMN shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

## E. Construction

1. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.
2. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches or more from the pavement surface.
3. 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.
4. All layers to be newly paved shall be thoroughly cleaned by the contractor and dry and shall be tack coated prior to placement of all layers at a rate of .03 – 0.05gal/sy. In addition, all paving operations shall cease when the surface to repave is wet.
5. All traffic control will be provided by the **Contractor** and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
6. The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section utilizing materials estimated above in the bid documents, except in super elevated areas. If noted in contract documents to place shim to desired grade and cross slope, a desirable cross slope would be ¼" per foot of lane width (2%).
7. Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.
8. All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINEDOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

## F. Testing

All materials and every detail of work will be subject to inspection by the Municipal Representative who may require the Contractor's quality control person to be onsite to monitor material placement and compaction. The Municipal Representative shall be allowed access to all parts of the work. The Municipal Representative shall also have the right to inspect and test, at the Municipality's expense, by the following methods:

### a. Pavement Samples

1. Core samples for density testing may be taken in accordance with AASHTO procedures every 1000 tons to achieve a minimum 92.0% density on uniform lifts designed to be greater than 1".

2. Samples of the Hot Mix Asphalt may be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.
3. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method D shall be used.
4. Upon demand from the Municipal Representative, the Contractor must supply a ten foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MAINEDOT Standard Specifications.

b. Acceptance

1. If the Municipal Representative requests it, 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 Municipal Representative, the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removal and replacement of the material will be at the Contractor's expense.

**ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY AN AUTHORIZED MUNICIPAL REPRESENTATIVE MAY BE ORDERED REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE MUNICIPAL REPRESENTATIVE FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.**

**G. Miscellaneous**

a. 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.

b. 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. The Town reserves the right to change unit quantities up to 20% without negotiating a new price.

c. Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

d. Performance bond

When bid amounts exceed \$250,000.00, 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.

e. 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.

f. Warranties

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.

g. 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.

h. Acceptance period

The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.

i. Notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

j. Rejection of offers

The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal

from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

k. Pre-bid conference

At the discretion of the municipal representative a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

l. Payment

The Municipal Representative shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control (if specified herein), and final cleanup. Tack shall be included in the unit price.

m. Asphalt Escalator

The municipality will use the latest edition of Maine-DOT Special Provision Section 108 to protect the municipality and the contractor against price fluctuations that may occur due to paving schedule delays, bad weather, other priorities, market pricing, etc.

## METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Method of Measurement The Town or Municipality will measure latex modified emulsion and aggregate cover (Chip Seal) by the square yard (SY) & CMA, PMRAP and HMA by the Ton. Payment will be for the actual number of square yards/tons applied in accordance with the Standard Specifications, See State of Maine Standard Specification 2002, Section 109 – Measurement and Payment. Payment shall be full compensation for all **labor, materials, equipment, traffic control, including flaggers**, required to complete the work in accordance with these specifications. See Project Descriptions for project locations and lengths.

Basis of Payment the Town or Municipality will pay for the Work, in place and accepted, in accordance with the applicable sections of the Special Provisions at the contract unit price per ton / square yard applied. **Payment for Tack and Traffic Control will be incidental to the Hot Mixed Asphalt Item.** Upon completion of work, and acceptance by the Road Commissioner, the Contractor shall submit a payment request to the Road Commissioner. The Town retains the right to adjust the quantity as listed below +/- 15%, due to budget purposes, without negotiating a price adjustment.

## BID & AWARD INFORMATION

All Bids shall be submitted to the Wiscasset Town Office no later than **2:00 p.m. on May 18, 2020** commencing at 6:00 p.m. The Town retains the right to determine the responsible, reliable, low bidder & to adjust the quantity as listed below +/- 20%, due to budget purposes, without negotiating a price adjustment.

