2012 ROAD RECLAMATION AND PAVING WORK

INVITATION TO BID

Proposals are requested for full depth reclamation and paving (HMA and CMA) work for the Town of Chebeague Island, Maine. The project scope includes three sections of road involving various combinations of reclamation and paving, shim, and overlay. The total length will not exceed 2 miles.

Bid documents may be obtained by contacting:

Town of Chebeague Island
192 North Rd.
Chebeague Island, ME  04017
Attn: Eric Dyer, Town Administrator
Phone: (207) 846-3148
Website: www.townofchebeagueisland.org/

Sealed bid proposals are due by March 23, 2012 at 12:00 noon in the Chebeague Island Town Office at the above address, envelope clearly marked “2012 ROAD RECLAMATION AND PAVING WORK” Bids will be opened and read aloud at the Chebeague Island Town Office at 12:00 noon on Friday March 23, 2012. The contract may be awarded at a meeting of the Chebeague Island Board of Selectmen on March 28, 2012. Pre-bid inspection is encouraged. The Town reserves the right to reject any or all bids or portions thereof.
To: Town of Chebeague Island  
192 North Rd.  
Chebeague Island, ME 04017  
Attn: Eric Dyer, Town Administrator  

From: _______________________________ (Contractor Name and Address)  

PROPOSAL

The undersigned proposes to furnish all labor, materials, equipment and transportation necessary for the 2012 ROAD RECLAMATION AND PAVING WORK for the Town of Chebeague Island, Maine, in accordance with specifications entitled: “CHEBEAGUE ISLAND 2012 ROAD RECLAMATION AND PAVING WORK SPECIFICATION” dated February 29, 2012 and hereby made part of this Contract, for the sum of:

Item 1) North Road Section 1, total for work as specified, option a (3”): $ ____________________  
Item 2) North Road Section 1, total for work as specified, option b (2”): $ ____________________  
Item 3) North Road Section 2, total for work as specified: $ ____________________  
Item 4) Transfer Station Road, total for work as specified: $ ____________________  
Item 5) Extended - Full Depth Reclamation (cost per square yard): $ ____________________  
Item 6) Extended - Cold Mix Asphalt (cost per ton, in place): $ ____________________  
Item 7) Extended - Hot Mix Asphalt (cost per ton, in place): $ ____________________  
Item 8) Extended - Tack Coat (cost per square yard, in place): $ ____________________

CONTRACT

This proposal shall become the Contract between the Contractor and the Town of Chebeague Island upon acceptance by a majority of the Selectmen of the Town of Chebeague Island.

Signed: _______________________________ (Contractor)  
Date: ________________  
____________________________________ (Contractor Address)  

2012 Road Reclamation and Paving Work
The Board of Selectmen has accepted Items __________________________ of this proposal for the Town of Chebeague Island, Maine; to which the selectmen have signed and sealed this Contract on behalf of the Inhabitants of the Town of Chebeague Island.

Board of Selectmen:

Signed: __________________________ Date: ______________ (Selectman)

Signed: __________________________ Date: ______________ (Selectman)

Signed: __________________________ Date: ______________ (Selectman)

Signed: __________________________ Date: ______________ (Selectman)

Signed: __________________________ Date: ______________ (Selectman)
CHEBEAGUE ISLAND 2012 ROAD RECLAMATION AND PAVING WORK SPECIFICATION

February 29th, 2012

SECTION 1

LOCATIONS & DIMENSIONS

A. North Road Section 1 (from South Road to Division Point Road) – NR1
   1. NR1 has an estimated length of 4,615 feet
   2. NR1 has an average width of 21 feet
   3. NR1 has an estimated area of 10,770 square yards

B. North Road Section 2 (From Division Point Road to School House Road) – NR2
   1. NR2 has an estimated length of 5,275 feet
   2. NR2 has an average width of 21 feet
   3. NR2 has an estimated area of 12,310 square yards

B. Transfer Station Road (From North Road to the gate at the station) – TS
   1. TS has an estimated length of 310 feet
   2. TS has an average width of 19 feet
   3. TS has an estimated area of 654 square yards

MATERIALS ESTIMATES

A. Cold Mix Asphalt (CMA)
   1. 1,700 tons of CMA is anticipated for North Road Section 1, option a (3”)
   2. 1,135 tons of CMA is anticipated for North Road Section 1, option b (2”)
   3. 1,295 tons of CMA is anticipated for North Road Section 2
   4. Actual CMA usage may vary

B. Hot Mix Asphalt (HMA)
   1. 70 tons of HMA is anticipated for the Transfer Station Road
   2. Actual HMA usage may vary

C. Diluted Asphalt Emulsion Tack Coat
   1. 82 gallons of asphalt emulsion tack coat are anticipated for North Road Section 2

THE ABOVE NUMBERS ARE ESTIMATES ONLY AND THE CONTRACTOR IS RESPONSIBLE FOR PROPOSING THEIR OWN VALUES, PREFERABLY AFTER A SITE INSPECTION.
SECTION II

WORK REQUIREMENTS

A. Project Description

Work under this contract shall consist of the Contractor furnishing all transportation, labor, equipment, and materials to manufacture & place Cold Mix Asphalt and Hot Mix Asphalt and to perform Full Depth Reclamation of pavement. The cold mix shall be processed through a pugmill, and follow a job mix formula submitted by the Contractor and approved by the Town Administrator or his/her Designee. The hot mix shall follow a job mix formula submitted by the Contractor and approved by the Town Administrator or his/her Designee. Placement of hot and cold mix asphalt shall be done to the depths specified in subsection E below, and the existing non-reclaimed surfaces shall be tack coated as specified in subsection E. The Contractor shall sweep the road prior to placement activities. Reclamation shall be performed as specified in subsection E. Traffic control shall be the responsibility of the Contractor with assistance and guidance from the Town as necessary.

B. Method

All work shall be performed as outlined in these specifications and as directed by the Town of Chebeague Island Town Administrator or Designee.

C. Requirements

1. The Bidder shall own, operate and maintain a working laboratory at his/her plant or utilize a qualified testing subcontractor to perform all specified tests on any liquid asphalt samples or provide relevant product data from the emulsion supplier. The laboratory shall be operated by a full-time qualified technician and shall be available for use or inquiry by the Town Administrator or his/her Designee. The laboratory shall also include sufficient equipment to test aggregate and mixes to provide for quality finished product.

2. The successful Bidder shall employ experienced labor and shall furnish material and equipment for safe and proper operation. All work and operations called for on the part of the successful bidder shall be performed in a high quality workmanlike manner, and in accordance with Industry Standards.

3. The Bidder shall have a minimum of three (3) years of experience in the production & placement of the types of material specified to insure proper mixtures and satisfactory service. The contractor shall submit with the bid their intentions to subcontract any portion of the work described herein. This shall include all work to be subcontracted & the vendor or contractor who will perform the work.

4. The contractor shall submit with the bid proof of liability insurance with a minimum of $400,000.00 to the Town and when awarded add the Town as a rider to their policy.

5. The Contractor shall submit a list of four similar and successfully completed jobs, whose relevance to the proposed job shall be deemed by the Town. The contact information of a person involved with each of these projects shall also be included.
D. Materials and Equipment

1. Liquid Asphalt - Liquid asphalt grades for production shall be: MS-4, CMS-2 or HFMS-2. The type and grade of liquid asphalt shall be approved by the Town Administrator prior to commencing work.

2. Asphalt Emulsion Tack Coat – Asphalt grades for application shall be: RS-1 or CRS-1.

3. Aggregate - The aggregates shall be purchased by the Contractor and shall be free from dust and thoroughly blended or screened before stockpiling. The aggregate gradation shall conform to design formulas in the “COLD MIX SPECIFICATIONS” table below; or as approved by the Town Administrator or Designee.

4. Composition of Mixture - The aggregate and asphalt shall be thoroughly mixed so that the asphalt material is uniformly distributed throughout, providing a minimum of 90% of the aggregate particles are uniformly coated when placed on the roadway. Prior to commencing work, the Contractor shall submit the mix design including the aggregate source to the Town Administrator for approval. All mixture placed shall be stable under normal traffic conditions, displacement shall be remedied by the Contractor.

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Residual % Bitumen

|             | 2.5 - 4.0   | 3.5 - 4.5   | 3.7 - 4.7 | 4.0 - 5.0 | 2.8 - 4.0 | 3.0 - 4.4 |

5. Pug Mill - Mix shall be done with a rotating twin paddle shaft pugmill providing suitable pressure-kneading action in mixing. The hydraulically driven pugmill shall be able to mix material in a crossing pattern for more thorough mixing. Mixing by blading, shoveling, and/or scooping will not be permitted. The mixer shall be a continuous traveling type pugmill designed to accurately proportion either by volume or by weight, so that when the aggregate and asphalt materials are incorporated in the mix a thorough and uniform coating will result. The mixer shall be equipped to mechanically or electrically interlock the asphalt feed with the aggregate feed such that uniformity of the mixture is assured at all times. The traveling pugmill mixer shall be provided with volumetric or other gauging equipment which shall be capable of providing accurate control at all times of the amount of aggregate entering the mixer per time interval. The mixer shall be
equipped with a positive displacement metering system capable of totaling the quantity of asphalt material applied to the mixing chamber. The capacities of the cold feed bins shall be sufficient to maintain a continuous flow of material. Each bin shall have a mechanical device for uniform feeding of the aggregate. The mixer unit shall be approved by the Director or his/her Designee prior to commencing any work.

E. Construction

1. Full Depth Reclamation Operations – Reclamation operations shall conform to acceptable practices. Reclamation shall be to a depth of no less than 4” and shall result in a reclaimed product with particles of a size suitable for base material. The reclaimed surface shall be finish graded to allow for proper drainage and then rolled and compacted by one or more 7 - 10 ton steel 2-axle wheel (one being vibratory) rollers.

2. Placing Operations - Placing operations shall conform to acceptable paving practices. Mixtures produced under this contract shall be placed on the roadway with a highway class paver, equipped with a power adjustable main screed. Pavers shall meet the following minimum requirements.
   a) A track or rubber tire mounted highway class paver with a minimum tractor weight of 28,000 pounds, and a minimum main screed width of 8 feet.
   b) All paver screeds shall be outfitted with auger and tunnel extensions as recommended by the manufacturer, and have power extendible, activated, and heated screed extensions designed by the manufacturer for highway paving. Screeds shall be configured to place mixtures to the required width, crown, and breakpoints. Immediately after the material is spread it shall be rolled and compacted by two or more 7 - 10 ton steel 2-axle wheel (one being vibratory) rollers.

3. Tack Coating Operations - Tack coats shall be applied uniformly across the entire pavement surface and result in approximately 90 percent surface coverage. A light tack coat of emulsion shall be applied at a rate of approximately 0.02 g/yd². Tack coating equipment shall be sufficient to meet the identified uniformity, coverage, and application criteria.

4. North Road Section 1 - This section of road will undergo full depth reclamation of the entire paved surface followed by finish grading and compaction. A layer of cold mix asphalt will then be placed to a width of 21’ for the length of the section (approx. 4,615 feet) to a thickness of 3” for option a, and to a thickness of 2” for option b.

5. North Road Section 2 - The surface of this section of road will be cleared of dirt and debris and a tack coat will be applied to the paved surface. A 1” average depth cold mix asphalt shim will be placed and followed by a 1” cold mix asphalt overlay. Both the shim and overlay will be placed to a width of 21’ for the length of the section (approximately 5,275 feet).

6. Transfer Station Road - This section of road will undergo full depth reclamation of the entire paved surface followed by finish grading and compaction. A 2” layer of hot mix asphalt will then be placed to a width of 19’ for the length of the section (approximately 310 feet).
F. Testing

All materials and work may be subject to inspection by the Town Administrator or Designee. The Town Administrator or designee shall be allowed access to all parts of the work and shall also have the right to inspect and test, at the Town of Chebeague Island’s expense, by any methods adequate to ensure an acceptable quality of work.

CONTRACT CONDITIONS

A. Estimates

The estimates provided in SECTION I are the best estimates of the Town of Chebeague Island, but these estimates may vary from actual conditions. The Contractor is responsible for using their own estimates in developing their PROPOSAL.

B. Pre-bid inspection

It is strongly recommended that each Contractor, before submitting a bid, become completely familiar with the various sites and the required work. The Town of Chebeague Island Town Administrator 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 pre-bid inspection.

C. Right to Change or Add Work

The Town of Chebeague Island reserves the right to submit change orders in writing to the Contractor. In that event, the Town of Chebeague Island will negotiate with the Contractor to determine the new terms and costs.

D. Clean Up

At the completion of work, each site shall be left in a neat and clean condition, subject to approval of the Town Administrator or a Designee.

E. Liability Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed. The Contractor shall furnish, to the Town of Chebeague Island, a certificate of insurance, within three business days of notice to the Contractor of the acceptance of its proposal.

F. Worker’s Compensation Insurance

The Contractor shall be in compliance will all State of Maine worker’s compensation requirements and shall furnish proof of same to the Town of Chebeague Island, within three business days of notice to the Contractor of the acceptance of its proposal.
G. Indemnification

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

H. 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.

I. Acceptance Period

The Town of Chebeague Island shall have up to a maximum of thirty (30) days from date of bid opening to accept an offer.

J. Notice of Acceptance

The Contractor will be notified in writing by the Town of Chebeague Island of the acceptance of its offer in whole, or in part, within ten (10) 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.

K. Rejection of Offers

The Town of Chebeague Island reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Town of Chebeague Island 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 Town of Chebeague Island 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.

L. Schedule and Completion Date

Work may commence immediately following receipt of the notice of acceptance. Work shall be divided into two distinct phases to accommodate the securing of funding for the second phase of the project at Town Meeting on June 9th, 2012. Funding for the second phase of the project is highly likely, but not guaranteed. The Contractor and Town Administrator shall agree on a mutually acceptable project schedule. All work, including cleanup, shall be completed by July 27, 2012. Work shall not be performed between June 30 and July 8, 2012 in order to accommodate anticipated heavy holiday traffic unless it can be demonstrated that such work can be conducted safely, will not impact the integrity of the project, and will not unreasonably limit access.
M. Bid price

The bid price(s) quoted in the PROPOSAL shall include preparation, mobilization, barging, installation, final cleanup, and all labor and materials required to complete the work as specified. The bid price shall be firm for the term of this Contract.

N. Asphalt Price Adjustment

A fluctuating price will be required for this bid to allow for price adjustments based on the Period Price of asphalt cement using the New England Average Selling Price. The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price. Posted “Base Price” for this bid will be $___________ per ton of asphalt cement. For work completed outside of the completion dates set forth in each Bid Specification, the Town will evaluate the Period Price on the completion date and the Period Price when the work is actually completed. Payment will be made based on the lower of the two amounts.

“Base Price” = the price of PG binder liquid per ton that exists on the bid opening date.
“Period Price” = the price of PG binder liquid per ton on the paving date, using the New England Average Selling Price
“New England Average Selling Price” = the price Listed on the MDOT website. See link below.
http://www.maine.gov/mdot/comprehensive-list-projects/asphaltprices.php
Cold Mix: Period Price minus Base Price divide by 238 (Gal. in ton emulsion) x .66 (asphalt in Gal. emulsion) = Adjustment per Gallon of Emulsion used. Gallons used will be based on the mix design.

O. Payment

The Town of Chebeague Island shall negotiate and agree to terms of payment prior to the start of work. Unless otherwise negotiated the Town will make payment in the amount of one-third (1/3) of the accepted bid price following the start of the project and payment in the amount of two-thirds (2/3) of the accepted bid price after completion, inspection and acceptance. In most cases pay requests must be received no less than five (5) business days prior to a Board of Selectmen meeting to be placed on the financial warrant. Payments will typically be disbursed following approval at Selectmen’s Meetings. Meetings typically occur on the second Wednesday of each month.

P. Conflict Resolution

Every effort shall be made to resolve conflicts between the Town 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 Town and Contractor.

Q. Termination

The Town of Chebeague Island 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.