



TOWN OF LISBON

Lisbon and Lisbon Falls

Settled in 1628 -- Incorporated June 22, 1799

Town Offices – 300 Lisbon Street, Lisbon, Maine 04250

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Town Council

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Town Manager

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June 6, 2018

The Town of Lisbon is currently accepting proposals from qualified bidders to provide a combination of hot mixed asphalt paving services. Services will include providing adequate labor, equipment, and materials to perform the selected pavement and surface treatment applications in various locations throughout the Town of Lisbon during the 2018-2019 Fiscal Year. Please see the attached spreadsheet for proposed locations and treatment options currently being considered. The anticipated scope of work will include pavement milling, reclaiming, fine grading, base pavement, surface pavement, driveway aprons and shoulder rehabilitation per the attached specifications.

Proof of Worker's Compensation and General Liability insurance are required and the Town of Lisbon reserves the right to reject any and all bids.

Each bid must be submitted in a sealed envelope, addressed to Tom Martin, Public Works Director, at 300 Lisbon Street, Lisbon, Me 04250, and plainly marked "Road Paving Bid". The envelope should bear the contractors name and address on the outside.

Bids will be awarded pending final approval by the Town Council.

Sealed bids to be submitted to the Town Office Attn: Tom Martin by June 14, 2018 at 10:00 AM at which time they will be opened and read aloud. For questions call Tom at 353-3000 ext. 116 or by e-mail at tmartin@lisbonme.org.

Sincerely,

Tom

Tom Martin
Public Works Director

BID FORM

Submit all bids to The Town of Lisbon by 10:00 AM, June 14, 2018.

The Town reserves the right to reject any and all bids.

Totals	Mix type	Estimated Tons/ SY	Cost per Ton/SY	Item Total \$
HMA 2" Base	12.5 mm	3316/Tons		
HMA 1.5" Surface	9.5 mm	2738/Tons		
HMA Hand Placed	9.5 mm	300/Tons		
Milling		SY		Provide Unit Cost
Reclaim and Fine Grading		33,000/SY		
Driveway Aprons, prep, grade & pave 3" HMA		700 SY		
Butt Joints		500 SY		
Shoulder/Lawn Rehabilitation		23000 LF		

Company Name

Company Address

Company Representative

Bidder SHALL submit mix design that meets HMA requirement with bid.

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>

Town of Lisbon
Bid Specifications
Hot Mix Asphalt Program

GENERAL SCOPE OF WORK:

The anticipated scope of work will consist of a combination of milling, reclaiming, fine grading, compacting, installation of base and surface paving and rehabilitation of shoulders and lawns..

A. Project Locations:

1. Warren Circle – Reclaim and Pave Entire Road
2. Amalfi Street – Surface Pave
3. Andrea Street – Some trench patching/reclaim/base and Surface Entire Road
4. Madelyn Street - Reclaim and Pave Entire Road
5. Whitney Street - Reclaim and Pave Entire Road
6. Nason Street - Reclaim and Pave Entire Road
7. Pinewoods Road - Reclaim and Pave from Ferry Road to Spruce Street
8. Ferry Road Street - Reclaim and Pave to Marshall Road
9. Park Street – Reclaim and Pave, surface entire Road
10. Osborn Street – Reclaim and Pave from Marshall Street to Dead End
11. Matthew Street – Reclaim and Pave
12. Marshall Street – Reclaim and Pave

B. Equipment Requirements

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MDOT Supplemental Specifications.
2. All Pavers used on the project will meet the requirements of the most recent edition of the MDOT Supplemental Specifications.

3. All Rollers used on the project will meet the requirements of the most recent edition of the MDOT Supplemental Specifications.

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 MDOT Supplemental Specifications.
2. The automation of batching shall meet the requirements of the most recent edition of the MDOT Supplemental Specifications.
3. At automatic mixing plants, automatic tickets shall be printed which meet MDOT Supplemental Specifications.

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 formula (JMF). For a Superpave design, a current MDOT-approved Superpave JMF shall be submitted. If an alternate design similar to the former MDOT designs for B, C, or D mixes is desired, the contractor shall submit a previously MDOT-approved JMF's conforming to the MDOT 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.
2. The job mix formula 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.
3. A tack coat shall be used where new pavement shall bond to/or contact existing pavement.

E. Construction

1. All driveway entrances shall be ground prior to placement and a butt joint will be utilized to match with existing pavement. Any driveway that is lower than the street shall have a berm installed so as to prevent surface water from entering the driveway unless otherwise specified by the Municipal Representative. For drives, sidewalks, island and other incidental handwork off the traveled way, commercial "D" mix may be used.
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 carry 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. All paving will be complete by October 15th.
4. 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 .025 gal/sy. In addition, any manholes or catch basins will be adjusted at the direction of the Municipal Representative. All 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 to 1/4" drop per foot of lane width as possible except in super-elevated areas.
7. Surface tolerances shall be checked according to MDOT Supplemental Specifications.
8. All mixing, spreading, finishing, and compacting and constructing joints shall meet MDOT Supplemental Specifications.
9. All shoulders/Lawn shall be restored with grading, gravel or loam depending on existing conditions. Min. 4" of loam in lawn areas.
10. Care will be taken to keep verticle and horizontal integrity of the existing road profile. Any change in these alignments must be approved by the Director on a case by case basis. Some softening of profiles is to be expected. Predetermined grades may be required to assure proper alignment and pitch from centerline of road or street to shoulder. On roads that have been reclaimed contractor shall fine grade (+ or - 1/2" tolerance) road surface to the satisfaction of the Public Services Director prior to paving base course. Reclaimed asphalt shall meet a 2.5" minus gradation. All 4" plus cobbles shall be removed from the road surface. Reclaimed surface shall be roller compacted to a minimum 95% compaction. Cost of all grading and compaction work to be included in the bid price of reclaiming.
11. Excess reclaim from the grading process will be captured and delivered to the Public Works Stockyards for reuse. Balance to remain with the department.
12. Prior to pavement plants opening the contractor shall meet with the Public Works Director, Lisbon Sewer District and Lisbon Water District and give them a preliminary schedule of work to be accomplished under this contract.
13. Lisbon Sewer District shall be notified 2 weeks before any work on a specific street under this contract begins so they can raise manhole covers and frames, if needed.
14. Before "Paving" work begins, the Water District shall be notified so all water gates and shut-offs shall be lifted to the new pavement surface.

15. Some sidewalk and parking areas requiring hand placing and machine laid "Paving" may be included. All driveway entrances shall blend to meet the new pavement.
16. Reflective yellow centerline pavement delineators shall be installed 150 ft. on center after base and surface course installations in rural locations.
17. Work will be scheduled by the Public Services Director and must begin within seven (7) days of notice to proceed.
18. Certified weight slips for each "Paving" load will be collected on the job site daily.
19. Prior to Top Coat installation surface shall be tack coated .03 - .04 gal./ sq. yd. Double tack application rate for milled surfaces. Application rate based on just the asphalt binder content of the emulsion.
- 20. Work done during the 2018/2019 season shall be completed as follows: All 2018 work to be completed by close of plants in 2018 or temperature restrictions. All paving work in 2019 shall be completed by June 30, 2019. It is the intent of this contract to complete the base courses on the roads that have sewer work completed by end of 2018 construction season. (to include driveway aprons and shoulder rehabilitation.) Remaining roads and all Surface courses to be completed in the spring.)**

F. Testing

All materials and every detail of work will be subject to inspection by the Municipal Representative. 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:

1. Pavement Samples

- a. Core samples for density testing will be taken in accordance with AASHTO procedures every 1000 tons.
- b. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.
- 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.
- d. Upon demand from the Municipal Representative, the Contractor must supply a ten foot straightedge. The surface, when tested, shall be in accordance with the most recent edition of the MDOT Supplemental Specifications.

2. Acceptance

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 removing and replacing of the covering or making good the parts removed will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removing and the replacing of the material will be at the Contractors 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

1. Pre-inspection:

Contractor 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.

2. 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.

3. 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.

4. 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.

5. Insurance:

See Page 12

6. 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.

7. 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.

8. Acceptance period:

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

9. 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.

10. Acceptance and/or Rejection of offers:

The Municipality reserves the right to accept or reject any or all proposals whenever such acceptance or rejection is in its 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.

11. 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.

12. Method of Measurement:

The Town or Municipality will measure items as per the State of Maine Standard Specification Revision 2002.

Hot Mix Asphalt (HMA) by the Ton
Milling by the SY
Reclamation by the SY
Butt Joints by the SY
Driveway Aprons by the SY
Shoulder/Lawn Rehabilitation by the LF

13. Basis of Payment:

The Town will pay for the Work, in place and accepted, in accordance with the applicable sections the contract and unit prices agreed upon. Upon completion of work, and acceptance by the Director, the Contractor shall submit a payment request to the Director. The Town retains the right to adjust the quantity as listed below +/- 30%, due to budget purposes, without negotiating a price adjustment. Payment shall be full compensation for all labor, materials, equipment, traffic control, including flaggers, required to complete the work in accordance with these specifications. Tonnage slips will be titled for the street the mix is used on. See Project Descriptions for project locations and lengths.

Payment will be for the actual number of units applied/completed in accordance with the Standard Specifications.

INSPECTION OF WORK:

The approval and acceptance of the work by the Director or his designated representative shall be a condition precedent to payment by the municipality.

CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT:

All personnel shall have sufficient skill and experience to perform properly the work assigned to them.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Director or his designated representative does not perform their work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the Director or his designated representative be removed forthwith by the Contractor or subcontractor employing such person and shall not be employed again in any portion of the work without the approval of the Director or his designated representative.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Director may suspend the work by verbal notice until such orders are complied with.

All equipment which is proposed to be used on the work site shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work and to meet all safety requirements. In addition, all work and equipment shall comply with OSHA Standard Specifications. Equipment used on any portion of the project shall be such that no injury to the property, adjacent property, or passersby will result from its use.

Contractor shall be required to leave all sites where work is performed in a neat and presentable manner as determined by the Director or his designated representative.

INSURANCE:

The Contractor, at its own expense, shall maintain adequate insurance during the performance of the work to protect the interests of the participants. This insurance shall include Contractor's public liability and property damage insurance, motor vehicle public liability and property damage insurance, and Worker's Compensation insurance. The Contractor shall hold the Town of Lisbon harmless from any and all claims for personal injury and property damage arising out of the performance of their work. The Contractor shall provide a Certificate of Insurance naming the participants as insured parties to evidence compliance with this provision. Prior to commencement of any work, the contractor shall provide a Certificate of Insurance with a combined single minimum limit of \$1,000,000 with statutory requirements for Workers Compensation and Fleet Insurance.

GUARANTEE:

The contractor guarantees that the work performed under this contract will be free from defects and flaws.

Bid Alternates	Size	Rate/Hour/LF		
Excavator Hourly	26000 lb			Rubber tire preferred
Skid Steer	7000 lb			
Dump Truck	Wheeler			
Grader				
Vibratory Roller	10000 lb			
Bitumious Curb				
MDOT Type A Gravel	CY			