

**INVITATION FOR BIDS
TOWN OF PITTSFIELD
PUBLIC WORKS DEPARTMENT**

May 07, 2019

Sealed bids will be received at the Pittsfield Town Office, 112 Somerset Ave., Pittsfield, ME 04967 until **2:00 p.m., Friday, May 24, 2019** when they will be publicly opened and read for:

2019 ROAD PAVING PROGRAM

Additional copies of the bid package may be obtained at the Pittsfield Town Office (207) 487-3136 or www.pittsfield.org

Kathryn Ruth
Town Manager

Road Pavement Work

Information for Bidders

Bids will be received by the Town of Pittsfield (herein called the "Owner"), at the Pittsfield Municipal Building, until 2:00 p.m., Friday, May 24, 2019 and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to Kathryn Ruth, Town Manager, 112 Somerset Ave., Pittsfield, ME. Each sealed envelope containing a bid must be plainly marked on the outside as "2019 Road Paving Program" and the envelope should bear on the outside, the name of the bidder, their address, and the name of the project for which the bids are submitted.

All bids must be made on the required bid forms with required signatures and bid documents. Only one copy of the BID form is required. **Bids are requested on in place units per the bid sheet quantity.**

The Owner may waive any informalities or minor defects or accept or reject any and all bids. Should the total bid exceed budgetary limitations, the Owner (Town) may delete a proposed road project or amend a proposed project to stay within the authorized budget. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder shall withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded with the specified period, the time may be extended by mutual agreement between the Owner and the bidders.

The Town has a **preliminary list of roads** for its FY 2019 paving and reclamation projects that is part of the bid form. Due to budgetary limitations, this list may be modified and changed. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions by prospective bidders as to the interpretations of the Information For Bidders, Forms of Proposal, Form of Contract, Plans, Specifications or Bids, must be submitted in writing to the Town, at least three (3) days before the date herein set for the opening of bids. Failure of any bidder to receive any such Addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents. **All prospective bidders need to notify the Town Manager's Office of its intent to bid and provide contact information for any addendums to townmanager@pittsfield.org**

Prospective bidders and their agents will be permitted to make, at their own responsibility and expense, such borings, sounding, or other investigations over the site of the proposed work, as they deem necessary. They must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they deem necessary, as the actual conditions and requirements of the work and as to the actual quantities required for the construction. Prices bid shall include all costs for the construction complete between the limits indicated on the Plans and/or as set out in the Specifications.

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and Contract Documents (including ALL addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way, relieve any bidder from the obligation in respect to his bid.

The Owner shall provide to bidders, prior to bidding, all information which is pertinent to, and delineates and described, the land owned and rights-of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a certified check or bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the certified checks of all except the three lowest responsive, responsible bidders. When the Agreement is executed, the certified checks of the two remaining unsuccessful bidders will be returned. The certified check of the successful bidder will be retained as the performance bond until work is completed and then returned.

Attorney-in-fact who sign bid bonds must file a certified and effective dated copy of their power of attorney with each bond.

The party to whom the contract is awarded will be required to execute the Agreement within five (5) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the Bid Bond or certified check accompanying the proposal shall become the property of the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner, all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall, in no way, relieve any bidder from any obligation in respect to his bid.

The bidder's attention is directed to the "General Provisions" of the contract specifications which contains requirements, provisions, policies and permits applicable to work under the contract.

Compliance with Federal or State wage rates is not a requirement of this contract.

Each bidder shall enclose with their bid, a list of references with phone numbers.

The Town of Pittsfield will prioritize the road work to be undertaken following receipt of the bids. If sufficient funds exist to do all the work listed, all the streets will be scheduled. However, if the Town budget is insufficient to do all the road work, the roads to be paved in 2019 will be prioritized. The Town of Pittsfield also reserves the right to substitute, delete and/or add street work.

**SUPPLEMENTAL SPECIFICATIONS
DIVISION 100
GENERAL PROVISIONS**

The provisions of Division 100 of the State of Maine, Department of Transportation Standard Specifications shall apply with the following additions or modifications:

SECTION 101 -- DEFINITIONS AND TERMS:

- 101.11 Commissioner: This subsection is revised to read as follows: The Town Manager of the Town of Pittsfield, Maine.
- 101.24 Department: This subsection is revised to read as follows: The Public Works Department, Pittsfield, Maine.
- 101.27 Engineer: This subsection is revised to read as follows: Engineering firm authorized by the Town of Pittsfield, Maine to be responsible for the engineering supervision of the contract work and acting directly or through an authorized representative (if designated by the Town). If not designated, this will be the Public Works Foreman.
- 101.75 State: This subsection is revised to read: Town of Pittsfield acting through its representatives.

SECTION 102 -- BIDDING REQUIREMENTS AND CONDITIONS

- 102.01 The Town of Pittsfield reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the Town of Pittsfield that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The Town of Pittsfield reserves the right to reject or accept any or all bids and/or bid sections if it would be in the public interest to do so.
- 102.03 Method of Obtaining Specifications, and Proposal Forms. This subsection is revised to read as follows: Copies are available from the Town Manager, Pittsfield Town Office, 112 Somerset Avenue, Pittsfield, Maine 04967
- 102.10 Proposal Guaranty. This subsection is revised to read as follows: No proposal will be considered unless accompanied by a guaranty in an amount not less than the amount indicated in the proposal from and made payable to the Town of Pittsfield, Maine. Acceptable forms of guaranty are a satisfactory bid bond, a cashier's check, a certified check, a negotiable certificate of deposit or a United States Postal money order. A bidder using a certificate of deposit for a proposal guaranty must have the certificate form approved by the Town prior to the submission of the bid.

If a bond is used it shall be prepared on the prescribed form and shall be procured from an insurance company or bonding company satisfactory to the Town and licensed to do surety bond business in the State of Maine and shall be executed or countersigned on the part of such company by a licensed resident agent in the State of Maine.

SECTION 103 -- AWARD AND EXECUTION OF CONTRACT

103.02 Award of Contract. This subsection is revised to read as follows: The award of contract if it is awarded, will be within ninety (90) calendar days after the opening of proposals, to the lowest responsible bidder whose proposal complies with all the requirements specified. Award will not be made to a bidder who cannot show such assurance. The successful bidder will be notified by registered or certified letter mailed to the address shown on the proposal, that the bid has been accepted and that they have been awarded the contract.

103.05 Performance Bond. This subsection is revised to read as follows: The successful bidder's bid bond (certified check) shall be kept and used as a performance bond.

Upon the satisfactory completion of work determined by the Public Works Foreman, the certified check will be returned to the bidder.

103.06 Execution and Approval of Contract. This subsection is revised to read as follows: The selected bidder shall sign the contract agreement within five (5) calendar days after the date of the Notice of Award, and shall return all executed and required contract documents to the Town of Pittsfield, Maine within said period. In the event said 5th day falls on a holiday, Saturday or Sunday, the Contractor shall be considered in compliance with this Subsection provided all executed and required contract documents are received on the next Town business day thereafter. The Town of Pittsfield may execute the contract agreement within 30 days of the date of the Notice of Award, but in no event prior to such execution by the Contractor. In the event the Town of Pittsfield fails to execute the contract agreement within the required 30 days, the selected bidder shall have the right to withdraw the proposal without loss of the proposal guaranty. All contracts shall be considered effective upon execution by all parties thereto. Two counterpart originals of the contract agreement shall be executed, one to be kept by the Town of Pittsfield, the second to be returned to the Contractor. The Contractor may request in writing and the Town may provide for an extension of time for execution of the contract agreement by the Contractor for good cause shown and provided said extension is in the best interest of the Town.

103.07 Failure to Execute Contract. This subsection is revised to read as follows: Failure of the selected bidder to execute and provide all requisite contract documents at the times stated in the proposal shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Town of Pittsfield, Maine. The Town may then award the contract to the next lowest responsible bidder if such award would be in the best interest of the Town. Alternatively, the work may be re-advertised and constructed under contract or otherwise, as may be in the interest of the Town. Any bidder failing to execute any contract under this Subsection shall be prohibited from submitting a new proposal for the same work in the event that work is re-advertised and constructed under contract or otherwise as may be in the best interest of the Town. Any bidder failing to execute any contract under this Subsection shall be prohibited from submitting a new proposal for the same work in the event that work is re-advertised.

103.08 Insurance. Paragraph (g) of this subsection is revised to read as follows:

(g) Execution and Limitation. Each policy (Certificate of insurance showing coverage for Workers' Compensation, Auto/Fleet insurance) shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company. Each policy shall name the Town of Pittsfield, Maine as an additional insured, but for each such policy coverage and limits applicable to the Town of Pittsfield, Maine shall be in the amount of \$1,000,000, which amount shall include court costs, interest, and all other costs.

SECTION 104 -- SCOPE OF WORK

104.60 Repair of Roads Damaged by Contractor. The third paragraph of this subsection is revised to read as follows: Should the Contractor's operations create a dust nuisance on haul roads to private property, the Contractor will be responsible for the abatement of the dust nuisance. The Contractor will not be compensated for dust control. Such work shall be considered incidental to the completion of this project. All costs shall be included in the bid prices of the various items for this project. Other maintenance of such roads will be the responsibility of the Contractor.

SECTION 105 -- CONTROL OF WORK

105.08 Construction Stakes, Lines and Grades. This subsection is revised to read as follows: Unless otherwise provided for, the Contractor shall furnish all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and markings as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, he will be responsible for the resulting expense to re-establish such destroyed control data. The Contractor will also be responsible for any mistakes or delay that may be caused by the loss or disturbance of such control data. Construction stakes, staking and setting of grades are the exclusive responsibility of the Contractor. The Contractor will be responsible for all layout.

SECTION 107 -- RELATIONS WITH AND RESPONSIBILITY TO PUBLIC

107.26 Soil Erosion and Water Pollution Control.

(a) the second paragraph of this subsection is revised to read as follows:

In case of failure by the Contractor to control erosion, pollution and/or siltation, the Engineer reserves the right to use the Town's forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's progress payment estimate.

(b) The last two paragraphs of this subsection are revised to read as follows:

Method of Measurement and Payment. No separate measurement or payment will be made for this item. All work will be considered incidental to the completion of this project. All costs shall be included in the bid prices.

SECTION 109 -- MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities. The words "a State Inspector" shall be replaced by the words "an inspector".

109.07 Partial Payments. The second paragraph shall be replaced by the following "Except as provided in Subsection 107.15, the amount for payment shall be 100 percent of the estimate until completion, after which retainer will be reduced to 5 percent of the total estimate.

SPECIFICATIONS

1. Work Scheduled

- A. Roads and streets -- no work on these roads to be undertaken after 8:00 p.m. unless otherwise approved in advance by the Public Works Foreman.
- B. The Contractor shall schedule work with utility companies for the adjustment of their property located within the scope of the project with the exception of sewer manholes on roads requiring 1 inch surface only, the manholes may be raised after the completion of paving to finish grade in which case the Town shall patch with hot mix

2.

FULL DEPTH RECYCLED PAVEMENT

This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Public Works Foreman.

Pulverized material shall consist of the existing bituminous pavement and, if specified, a designated portion of the underlying gravel, pulverized, and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 50 mm [2 in] square mesh sieve.

The pulverizer shall be a self-propelled machine, specifically manufactured for cold in-place recycled type work and capable of reducing the required existing materials to a size that will pass a 50 mm [2 in] square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

Placement of the Full Depth Reclamation recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

The full depth recycled material shall be rolled with a vibratory pad/tamping foot roller, a vibratory steel drum soil compactor. The pad/tamping foot roller drum shall have a minimum of 112 tamping feet 73 mm [3 in] in height and a minimum contact area per foot of 110 cm² [17 in²]. The vibratory steel drum roller shall have a minimum 2.15 meter [84 in] width single drum. Alternate compaction equipment/method to be utilized shall require prior approval by Director of Public Works or engineering firm authorized by the Town of Pittsfield.

The entire depth of existing pavement shall be pulverized together with approximately 25 mm [1 in] of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 50 mm [2 in] square mesh sieve.

Full Depth Reclamation work shall not be performed when weather conditions are such that proper pulverizing, spreading, or compaction of the pulverized material cannot be accomplished.

The complete surface of the Full Depth Reclamation course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 10 mm [$\frac{3}{8}$ inch].

3. Mixes/Equipment

Mixes and equipment shall conform to Maine Department of Transportation Supplemental Specifications for Highway and Bridges, Division 401, Hot Mix Asphalt 19.0 mm nominal maximum size (Item 403.207); Hot Mix Asphalt, 12.5mm nominal maximum size (Item 403.208); Hot Mix Asphalt, 9.5mm nominal maximum size, machine placed (Item 403.210) or Hot Mix Asphalt, 9.5 nominal maximum size, sidewalks, drives, islands, and incidentals (Item 403. 207) as directed by the Public Works Foremanr.

- A. Tack Coat Specifications -- Tack all old pavement, HFMS-1 asphalt at a rate of no less than .01 and no greater than .03 gallons per square yard of pavement surface area. Tack coat shall be applied by a self-powered unit having a minimum capacity of 1000 gallons.
- B. Restrictions of Placement of Pavement -- The placement of hot plant mix bituminous pavement shall be carried on only when the surface on which the material is to be placed is dry and the atmospheric temperature is above 50 degrees Fahrenheit and has not been below 40 degrees Fahrenheit during the preceding 24 hours except with written permission of the Public Works Foreman.

4. Delivery Slips

Serially pre-numbered delivery slips for each haul shall be given upon the Town's receipt of each haul to an authorized representative of the Town. At a minimum, the delivery slips shall contain the date of the haul, its weight rounded to the nearest one-hundredth of a ton and the running total weight for the date. The job foreman shall indicate the street location on each delivery slip. Invoices received by the Town shall list each delivery slip in sequence with the weight for each slip indicated.

5. Work Zone Safety Traffic Control

- A. The Contractor shall be responsible for work zone signage and traffic control. This shall conform to MUTCD, Part VI, and dated September 3, 1993.
- B. The Contractor shall place reflective delineator posts, spaced a maximum of 100 feet apart, and in areas where the shoulder drop is 3 inches or more from the pavement surface.
- C. Temporary center line pavement markers shall be placed by the Contractor on roads that are to be striped after paving and on the edge of the mat adjacent to any lane not paved that will be left overnight.

6. Pre-paving Preparation

The Town Public Works Department shall be responsible for pre-paving preparation involving installation of culverts, and ditches.

The Contractor shall be responsible for sweeping of all road sections to be paved, removal of loss material, and provide for adequate depth of new pavement at areas such as cross culvert replacement where there was gravel.

7. Pavement, Base and Shim/Leveling Coats

- A. Base coat shall be 2 inches of compacted mix for reclaimed or newly constructed roads and butt jointed to old pavement at the end of sections, intersections and driveways. On roads that are primarily shim/overlay or overlay projects with limited unpaved areas, 2 inches of mix will be acceptable and saw cuts may not be necessary.

- B. All thickness measurements refer to compacted materials. The contractor will be required to cut pavement cores at the request and direction of the Public Works Foreman.
- C. Shim/leveling Shim/leveling coat should be applied so as to lessen the crown of severely crowned roads as well as the elimination of ruts.
- D. On roads that have underground utility fixtures, such as but not limited to, storm drain basins, water gate valves and sewer/phone manholes, the Contractor shall notify the owners and schedule an adequate amount of time with them to adjust these fixtures so that they will be ½ inch to 1 inch below finish grade of the surface coat. In most cases, the following companies or departments will apply.

Some of the utility owners may contract out their work and may need two weeks' notice to schedule:

Sewer -- Town of Pittsfield Sewer Department, 416-2321

Water – Town of Pittsfield Water Department, 416-2321

Storm drainage – Town of Pittsfield Public Works Department, 487-6942

8. Pavement Surface Coat

- A. At intersections and ends of sections to be paved, the Contractor shall match to the existing pavement so that there will be a gradual transition for the driving public and winter plowing operations.
- B. All paved driveway entrances shall blend to gradually meet the old pavement. Any driveway that is lower than the street may require a berm installed so as to prevent surface water from entering the driveway, as specified by the Public Works Foreman. Driveway entrances must be paved in a manner that will not create puddles or ponds in the driveway.
- C. A 2-foot paved apron at all gravel driveways and roads will be required. At some gravel driveways, a paved swale may be needed and will be assessed on a case by case basis.

9. Gravel Shoulders

All roads paved under this contract will be shouldered with either acceptable excess existing shoulder gravel or reclaimed asphalt on site, 1 ½ " gravel or reclaimed asphalt as required up to 2 feet in width and sloped away from the pavement and rolled under this contract. Should it be determined by the Public Works Foreman that additional shoulder gravel or reclaimed asphalt is required it will then be supplied and installed by the Pittsfield Public Works Department.

10. Changes of Mutual Agreement/Records.

After Award of the Contract and Notice to Proceed have been signed, any waivers, changes, clarifications or additions concerning work or specifications shall be in writing, stating the waiver, change, clarification or addition. This will be referenced to the section of the contract being addressed, dated and signed by the Town's representative, Town Manager and Public Works Foreman and the representative of the Contractor, Estimator, Foreman, or other Company Official of the Contractor's choosing. These documents shall become part of the Highway Department's permanent record along with a copy of the contract.

TOWN OF PITTSFIELD

2019 ROAD PAVING PROGRAM

BID FORM

The following prices are bid for covering the projected work as described in the “2019 Road Paving Program Bid” (May 07, 2019) for the Town of Pittsfield. All bids to be considered must contain this pricing form and the signature bid form.

Note: Pavement reclaim prices shall include preparation of the reclaimed material for vehicular traffic immediately after the reclaiming process. Fine grade prices include the addition of gravel supplied and delivered by the Town of Pittsfield.

Projects

- A. Grind butt joints, apply tack coat, shim coat (9.5mm mix) and then pave the one and one half inches surface coat (12.5mm mix) on the following roads or streets:
 - 1. Detroit Street from Route 11/100 to Dobson Street Intersection
 - 2. Peltoma Avenue from bridge to Abandoned Airport Runway Entrance.

- B. Reclaim the existing pavement, fine grade, pave with two inches of 19mm base on the following streets:
 - 1. Snakeroot Road from Taylor Road for approximately 1.1 miles to Major Cross Culvert at base of hill before Snakeroot Organic Farm.
 - 2. Snakeroot Road from Railroad Tracks for a distance of approximately .3 miles.

SUMMARY

2019 Paving Program

HMA Bituminous Paving Program

<u>A.) Locations</u>	<u>Tonnage</u>	<u>Pavement Type</u>
1. Detroit Street (Shim)	233 tons	9.5mm HMA Bituminous Paving
Detroit Street (Surface)	349 tons	12.5mm HMA Bituminous Paving
2. Peltoma Avenue (Shim)	1491 tons	9.5mm HMA Bituminous Paving
Peltoma Avenue (Surface)	2236 tons	12.5mm HMA Bituminous Paving

<u>B.) Locations</u>	<u>Tonnage</u>	<u>Pavement Type</u>
1. Snakeroot Rd. (Reclaim) Snakeroot Rd. (Binder)	12,936 Sq.Yds. 1,423 tons	19mm HMA Bituminous Paving
2. Snakeroot Road (Reclaim) Snakeroot Rd. (Binder)	3,696 Sq.Yds. 407 tons	

**TOWN OF PITTSFIELD
2019 Paving Program (A. Locations)
2019 HMA Bituminous Proposal Quotation Form**

1. **Detroit Street**, Section:
Place approximately **233** tons of 9.5mm (Shim) 1.0" thick, from **Route 11/100**
to **Most Recent Paved Section at Dobson Street.**

_____	_____	\$ _____
Price/Ton	Est. Tonnage	Cost

Detroit Street, Section:
Place approximately **349** tons of 12.5mm (Surface) 1.5" thick, from **Route 11/100** to **Most Recent Paved Section at Dobson Street.**

_____	_____	\$ _____
Price/Ton	Est. Tonnage	Cost

2. **Peltoma Avenue** , Section:
Place approximately **1491** tons of 9.5mm (Shim) 1.0" thick, from **Bridge**
to **Abandoned/Discontinued Airport Runway Entrance.**

_____	_____	\$ _____
Price/Ton	Est. Tonnage	Cost

Peltoma Avenue , Section:
Place approximately **2236** tons of 12.5mm (Surface) 1.5" thick, from **Bridge**
to **Abandoned/Discontinued Airport Runway Entrance.**

_____	_____	\$ _____
Price/Ton	Est. Tonnage	Cost

**TOWN OF PITTSFIELD
2019 Paving Program (B. Locations)
2019 HMA Bituminous Proposal Quotation Form**

1. **Snakeroot Road**, Section:
Full depth reclaim of approximately **12,936** Square yards from **Most recent paved section at Taylor Road** to **Most Recent Paved Section at cross culvert by base of hill before Snakeroot Organic Farm.**

_____	\$ _____
Est. Square Yards	Cost

- Snakeroot Road**, Section:
Place approximately **1,423** tons of 19mm (binder coat) 2.0" thick, from **Most recent paved section at Taylor Road** to **Most Recent Paved Section at cross culvert before Snakeroot Organic Farm.**

_____	_____	\$ _____
Price/Ton	Est. Tonnage	Cost

2. **Snakeroot Road**, Section:
Full depth reclaim of approximately **3,696** Square yards from **Rail Road** Tracks for approximately .3 miles (1,584') toward Route 11/100.

_____	\$ _____
Est. Square Yards	Cost

- Snakeroot Road**, Section:
Place approximately **407** tons of 19mm (binder coat) 2.0" thick, from **Rail Road** Tracks for approximately .3 miles (1,584') toward Route 11/100.

_____	_____	\$ _____
Price/Ton	Est. Tonnage	Cost

**TOWN OF PITTSFIELD
2019 Paving Program
2019 HMA Bituminous Proposal Quotation Form**

My/Our TOTAL QUOTATION for the "2019 Paving Program" HMA bituminous paving program of the Town of Pittsfield, consisting of items 1 through 4 A and 1 through 4 B locations as itemized above is: \$ _____

Written Out: _____

If favored with a contract, I/We agree to furnish the materials, labor, and related services quoted herein at the prices and under the conditions indicated, provided the award is made within 90 days.

Name and Address of Contractor:

Telephone Number: (207) _____ FAX Number: (207) _____

By: _____

Printed Name

Signature

Title: _____ Date: _____

Please note that unsigned submissions will be disallowed

If favored with a contract, I/We agree to furnish the materials, labor, and related services quoted herein at the prices and under the conditions indicated, provided the award is made within 90 days.

Name and Address of Contractor:

Telephone Number: (207) _____ FAX Number: (207) _____

By: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

**BID OPENING IS 2:00 p.m., Friday, May 24, 2019 at the Town of
Pittsfield Town Office**

BID FORM

Proposal of NAME:

Hereinafter called "Bidder" organized and existing under the laws of the State of _____

Doing business as**

To the _____, herein called "Owner".

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Road Pavement Work in strict accordance with the Contract Documents within the time set forth therein, and at the price stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certified as to his own organization that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder acknowledges receipt of the following Addendum: _____

NOTE: Town is tax exempt.

** Insert "a corporation", "a partnership" or "an individual" as applicable.

- A. Bid Forms enclosed for Part A and B,
- B. Selection will be based on the individual bid(s) submitted in Part A and B. In case of discrepancy in any Proposal between words and figures, the listed price in words will govern in comparing bids. The Town reserves the right to award all or portions of Parts A and B based on budgetary constraints and prioritization.

C. Include Bid Bond.

Seal (if corporation)

Signature of Bidder

Name & Title of Bidder

Business address of Bidder

Town, state and zip code

Dated at _____, the _____ day of _____ 2019.

**AGREEMENT TO BE USED
WILL BE THE TOWN'S
STANDARD SERVICES
CONTRACT**

THIS AGREEMENT, made this _____ day of _____ 2019, by and between the Town of Pittsfield hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for an in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the road pavement work in Pittsfield, Maine.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project as specified herein.
3. The CONTRACTOR will commence the work following the date specified in the Notice to Proceed and will complete the work by October 1, 2019 unless the period for completion is extended otherwise. The CONTRACTOR acknowledges that the time for completion of the work is an essential condition of the Contract Documents and the Contractor further agrees to pay as liquidated damages, the sum of \$250 for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified herein.
4. The CONTRACTOR agrees to perform all work described in the Contract Documents and comply with the terms therein for the Contract price of \$_____.
5. The OWNER will pay the CONTRACTOR at the completion of the work, an amount corresponding to the quantity of work actually completed and as specified in the Contract Documents.
6. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

_____ By _____

Name _____

Name Kathryn Ruth

Title _____

Title Town Manager

(SEAL)

CONTRACTOR

ATTEST

_____ By _____

Name _____

Name _____

_____ Address _____

NOTICE TO PROCEED

To _____ Date

_____ Project

You are hereby notified that you may commence Work in accordance with the Agreement dated _____, 2019, on or before _____, 2019, and you are to complete the Work by _____, 2019.

OWNER:

Town of Pittsfield

By: _____

Name Kathryn Ruth

Title Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the _____ day of _____, 2019.

Signature _____

By _____

Title _____

NOTICE OF AWARD

To _____

Project Description 2019 Road Paving Program in Pittsfield, ME

The OWNER has considered the bid submitted by you for the above described work in response to its Invitation to Bid and Instructions to Bidders.

You are hereby notified that your bid in the amount of \$_____ has been accepted for items in the amount of \$_____.

You are required to execute this Agreement within five (5) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2019.

OWNER:

Town of Pittsfield

By _____

Name Kathryn Ruth

Title Town Manager

ACCEPTANCE OF AWARD

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2019.

By _____

Title _____