ANNOTATED AGENDA
Town of New Gloucester
SPECIAL BOARD OF SELECTMEN'S MEETING
5:30 p.m.
Wednesday, September 9, 2020
Via Zoom

SPECIAL BOARD OF SELECTMEN'S MEETING

I. CALL THE MEETING TO ORDER & ATTENDANCE

II. PLEDGE OF ALLEGIANCE

III. NEW BUSINESS
A. Action Items

1.55 To See What Action the Board Wishes to take in Regard to *Public Works Paving RFP*

Please see attached paperwork.

1.56 To See What Action the Board Wishes to take in Regard to *Transfer Station Hours*

Please see attached paperwork.

VI. ADJOURN

1.55

Town of New Gloucester
385 Intervale Road
New Gloucester, ME 04260

Invitation to Bid on

ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES

For the Contract Period 9/1/20 through 6/30/21

The Town of **New Gloucester**, is seeking bids for road resurfacing, reclamation and other road repair services.

All bids shall be submitted on the Proposal Forms included with this bid document.

Bids can be mailed or hand delivered in a sealed envelope marked "**Road Paving Bid**" to the Town Manager, Brenda Fox-Howard. Bids must be received no later than **5:00 pm, Wednesday, September 9, 2020,** at the New Gloucester Town Office. Bids will be opened at the regularly scheduled Select Board meeting following at 5:30 p.m. Via Zoom.

Town of New Gloucester
Attn: Town Manager
385 Intervale Road
New Gloucester, Maine
04260

2020 NOTICE OF INTENT TO BID ON ROAD RESURFACING, RECLAMATION & OTHER ROAD REPAIR SERVICES

Firm: _____ **WILL** ☐ **WILL NOT** ☐

Submit a bid to furnish the above referenced product or service.

This request for information is being sent to you and to other service or product providers to assist us in determining who will be submitting a bid.

Whether or not you choose to submit a bid at this time, please return this form if you wish to be retained on our list of bidders.

☐ We are not submitting a bid this year, but please keep us on your list of bidders.

☐ You may remove us from your bidders list (NOTE: Firms who do not return this form will be automatically removed from our bidder list).

Contact Name: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Please return this form immediately upon receipt (by mail, email or fax) to:

Town of New Gloucester
Attn: Town Manager
385 Intervale Rd.
New Gloucester, ME 04260

ATTENTION BIDDERS:

PLEASE READ ALL SPECIFICATIONS AND REQUIREMENTS CAREFULLY AS CHANGES, ADDITIONS OR DELETIONS TO THIS BID MAY HAVE BEEN MADE.

THE TOWN OF NEW GLOUCESTER AND THE PARTICIPANTS IN THIS BID WILL ASSUME NO RESPONSIBLITY FOR FAILURE OF BIDDERS TO CAREFULLY REVIEW THE INFORMATION CONTAINED IN THIS INVITATION TO BID.

TOWN OF NEW GLOUCESTER PURCHASING GENERAL TERMS AND CONDITIONS

1. **INTENT TO BID**

An "Intent to Bid Form" is included with this bid package. This form must be completed and returned immediately upon receipt.

2. **SUBMISSION OF BIDS**

Bids must be submitted on the forms included with this bid package.

Bidders should understand that the submission of a bid represents an offer that may be accepted in whole or in part by the Participants. **The acceptance of a bid either in whole or in part constitutes the formation of a Contract.**

A bid may not be withdrawn after the date and time of bid opening and no bids will be accepted after the deadline.

1. Bids can be mailed or hand delivered in a sealed envelope to the Town Office, Attn: Town Manager. (Bids will NOT be accepted via fax or Email)

2. **NEEDS OF PARTICIPANTS**

The estimated needs of The Town of New Gloucester are aggregated for bidders' use in estimating the amount of work to be done under this contract. In addition, estimated needs by The Town are also provided for reference. Under no circumstances should bidders assume that these estimates represent the exact amount of work to be done. Bidders requiring more information than what is provided should contact The Public Works Director, Ted Shane, @ 207-926-4574 for clarification of scope of work, and no consideration will be granted for any alleged misunderstanding of the product or service to be sold and/or delivered.

3. **PRICES**

The Town of New Gloucester is seeking offers to obtain the most favorable prices for the Town. Contractors shall include in their offers any and all discounts, trade or otherwise.

The Town of New Gloucester is exempt from the payment of Federal and State sales taxes and prices shall be exclusive of any such taxes. All prices are to be net, with all discounts including but not limited to discounts for trade and time, reflected in the offered price. **All prices are to include the cost of delivery and other associated charges.** All prices shall be firm until the end of the contract period.

4. **INSURANCE**

Contractors shall be required to have during the full term of this contract adequate insurance to ensure that The Town of New Gloucester is protected from any and all liability and damage, whether willful or not, resulting from negligence, error or omission on the part of Contractor or any subcontractor engaged by Contractor. Such coverage may include, but shall not be limited to, Workers Compensation, Employer Liability, Product Liability, Comprehensive and Property Damage.

All bidders must furnish a Certificate of Insurance with their bid. Failure to provide proof of insurance coverage may result in automatic rejection of bid.

5. **BID AWARDS**

Bid awards are made on the basis of a combination of considerations—price, service, contractor reputation, prior performance, if applicable, and ability to meet the terms of this Contract. Bidders should understand that although price is an important consideration, it is not the sole determining factor in making any Town of New Gloucester bid award.

The Town of New Gloucester reserves the right to accept or reject any or all offers, cancel the request for offers and to submit another request for offers, whichever is in its best interests.

6. **SUBLETTING**

Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior consent of The Town. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.

7. **BID PERFORMANCE**

The Contractor agrees to bear all costs incurred by The Town of New Gloucester arising from the failure of the Contractor through omission or commission to comply with all Federal, State, and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold The Town of New Gloucester harmless and to indemnify The Town of New Gloucester for these costs as well as all costs of collection, including but not limited to reasonable attorneys' fees.

If the Contractor fails to fulfill its obligations under this Contract and on time, or otherwise violates any provision of this Contract, The Town may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The Town shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the

Contractor, the Contractor will remain liable after termination and The Town may collect damages, including costs of collection and reasonable attorney fees.

Except as may be provided elsewhere in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by The Town, who shall mail or otherwise furnish its decision to the Contractor. The decision of The Town shall be final.

a. **EQUAL OPPORTUNITY**

The Town of New Gloucester and the Participants named in this bid are equal opportunity employers and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Contractors and contractors or their agents doing business with The Town and its members shall not violate the above clause or the Civil Rights Act of 1964. Violations by contractors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract.

b. **ADDITIONAL INFORMATION**

Bidders needing more information than is found in these specifications should contact The Town of New Gloucester:

Brenda Fox-Howard
Town Manager
207-926-4126 Extension 5 or townmanager@newgloucester.com

2020 PAVING BID SPECIFICATIONS

1. TIME FRAME

Unless specifically accepted by The Town, all work is to be completed by October 15, 2020, any work accepted by the Town to be completed at a later date must be completed before June 30, 2021. It is the Contractor's responsibility to determine which roads have work completed under this contract and to make such arrangements as are necessary for the completion of paving before the October 15th date.

2. CONTRACTOR'S RESPONSIBILITY

The Contractor will furnish, manage and supervise all engineering, labor, material and equipment to complete the work. The Contractor shall be responsible to the town for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work under the Contract.

The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Director or designee, does not perform his work in a proper and skillful manner, or is intemperate or disorderly shall, at the request of the Director or designee, be immediately removed 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 designee.

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

The Contractor shall be responsible for traffic control and signage during the performance of work and shall comply with any existing ordinances regulating traffic control or, if none, to the requirements of the Director or designee. The Contractor shall also conform to the Manual of Uniform Traffic Control Devices rules and regulations that apply. Contractor's security personnel are not permitted to carry weapons of any kind at any time while at the site of any work done under this contract.

The Contractor shall pay all sales, consumer use, and other similar taxes for the work or portions thereof provided by the Contractor that are legally enacted at the time offers are received, whether or not yet effective.

The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

3. PRE-INSPECTION

Each Contractor, before submitting an offer, shall become completely informed of the required work and shall rely on its own investigation of the road resurfacing needs. Awarded bidders shall be available to The Public Works Director, Road Commissioner, or their designee who wishes to have the site(s) proposed for paving and/or reclaiming 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.

4. QUALITY OF WORK

All work performed must meet a standard of quality that satisfies the Director or other responsible town representative. Any work that does not meet the satisfaction of the town representative shall be replaced or repaired at Contractor's expense. Satisfactory standard of quality shall be defined as a standard of work and product that any reasonable person with knowledge of paving standards would deem to be acceptable.

Payment for work determined to be unsatisfactory may be withheld until Contractor completes the replacement or repair.

5. PERFORMANCE BOND

If required, Contractors shall submit to The Town of New Gloucester a Performance Bond in the amount of 100% of the estimated Contract total within ten (10) days of receipt of notice of acceptance of the Contractor's offer or part of the offer. A bonding company licensed to do business in the State of Maine shall issue these bonds. Bidders are required to provide optional pricing for the provision of a Performance Bond. Communities may select pricing offers with or without a Performance Bond. If pricing with a Performance Bond is not offered, the town may require a Performance Bond, which shall be provided at the bid prices offered without a Performance Bond.

The Town of New Gloucester will not enter into a contractual arrangement for any work with any company who is not bondable or is unwilling to provide a Performance Bond if requested.

6. PRICING

The Town of New Gloucester in this bid has listed their needs into one bid in order to obtain the lowest prices available. Bidders are asked to consider this when extending their offers.

Price adjustments for hot mix asphalt in excess of 500 tons total will be permitted per Maine DOT Special Provision Section 108 Payment (Asphalt Escalator).

7. RIGHT TO CHANGE OR ADDITIONAL WORK

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

Any additional paving work added to the contract while the contractor is in the community during a scheduled paving period shall be at the same unit price. Special paving projects outside of the original contract, requiring the contractor to make an additional trip, and less than 500 total tons shall be at a negotiated rate between the contractor and the Director or designee. Special paving projects will be performed at the original unit price if the total tonnage exceeds 500 tons. This price will hold regardless if the 500 tons is on one street or several streets.

8. DELIVERY SLIPS

With the delivery of each haul, the Contractor shall deliver to an authorized representative of the municipality a serially pre-numbered delivery slip. At a minimum, the delivery slip 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 municipality shall list each delivery slip in sequence with the weight for each slip indicated.

9. PROGRESS SCHEDULE

The Contractor shall contact the Director or designee of The Town of New Gloucester at least ten (10) days prior to commencing work and shall coordinate the scheduling of work with the Director or designee or person in charge in each community. UNLESS OTHERWISE AGREED TO, NO SATURDAY OR SUNDAY WORK WILL BE PERMITTED.

10. CLEAN UP

The Contractor shall confine operations at each site to areas subject to permits, ordinances, regulation or law, and shall not encumber the site with any materials or equipment.

The Contractor shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations at all times. At the completion of the work for each site, the Contractor shall remove all its waste materials and rubbish from and about the site, as well as its tools, equipment, machinery and surplus materials. The clean-up, transportation, and disposal of waste materials shall be done in conformance with all Federal, State, and local statutes, regulations, ordinances and rules including, but not limited to, all environmentally related statutes, regulations, ordinances and rules. If the Contractor fails to clean up each site at the completion of its work, the municipalities on their own, may do so and/or hire someone else to do so and the costs, including the costs for collection and reasonable attorney's fees incurred by the Town, shall be paid by the Contractor.
The Town reserves the right to reduce payment by the amount of clean- up costs they incur pursuant to this paragraph.

11. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. All employees on the work and all other persons who may be affected thereby.
b. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of work.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the Town on their own to remedy the damage or loss, and to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor or by reducing payment by the cost of damage caused by the Contractor.

12. INSURANCE

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the Town. The Contractor shall furnish a certificate of insurance to The Town of New Gloucester 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 result in termination of the Contract. Within one month of notice to the Contractor of the acceptance of its offer, the Contractor shall furnish to The Town of New Gloucester a copy of insurance policy.

13. WARRANTIES

The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery materials, services or work provided or performed relative to this Contract will:

a. Conform in all respects to the specifications in this Contract.
b. Be fit for the purpose or purposes of intended use.
c. Conform to all applicable Federal, State, and local laws and regulations.
d. Be new, of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

Any use statement, guarantee or warranty stated in the proposal relating to equipment, materials, service or work will be superseded by the terms and conditions stated herein or, in their absence, by the following:

If said equipment, materials, service, or work which is found to be defective in material, workmanship, or design fails or is found to be non-conforming with State or Federal regulations or with the conditions of this Contract within twelve (12) Months after the work is completed and accepted, it shall be repaired or replaced by the Contractor at absolutely no cost to the Town.

All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims and security interests of whatever nature and substance.

All materials used must be used in such a manner that the Town has full protection of all warranties that come with the purchase of the materials.

The Contractor agrees that it shall not compromise in any manner a Manufacturer's warranty. The Contractor further agrees that if it does, regardless of fault, the Contractor shall indemnify and hold harmless the Town for all damages and consequences arising from the compromise of the warranty including all costs and reasonable attorneys' fees incurred in the enforcement of this paragraph.

14. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless The Town of New Gloucester and its employees from and 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.

15. ACCEPTANCE PERIOD

The municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer. An offer from a Contractor providing for a shorter acceptance period will not be an acceptable offer.

16. AWARD OR REJECTION OF OFFERS

The offer of a qualified, experienced, and reasonable Contractor that is in the best interest of The Town will be accepted. The Town reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Town 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, or reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract. The Town reserves the right to accept offers in whole or in part, to accept offers by types of work including, but not limited to, road resurfacing or road reclamation, shoulder work, parking lots, by municipality, or by hot mix taken at the Contractor's plant, all as separate items. Multiple acceptances may be made to ensure that all work will be completed within the Contract period. In determining the ability of a Contractor to perform the work, the following other qualifications, in addition to the costs, will be considered by the Town:

a. The ability, capacity, and skill of the Contractor to perform the service required within the specified time.
b. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
c. The quality of performance of previous contractors or services.

d. Such other information as may be secured by the municipality having a bearing on the decision to accept a proposal.

17. PRE-BID CONFERENCE

At the discretion of the Director or designee, 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.

18. CONTRACT QUALIFICATIONS

Contractor shall provide with its bid the following information:

a. Certification of a minimum of two years of relevant experience.
b. A list of three references, including the names and telephone numbers of a contact person for each. These references must be for completed jobs that are similar in scope to the work to be performed under this Contract.

19. PAYMENT

Payment in full shall be made after completion, inspection and acceptance by the Director or designee of all work the Contractor is to do for the Director or designee pursuant to the Contract.

20. RIGHT TO WITHHOLD PAYMENTS

The Town of New Gloucester may withhold payments claimed by the Contractor for valid reasons, including any of the following:

a. Defective work.
b. Damages for non-conforming work.
c. Failure to provide a representative of the Town the opportunity to inspect the work.
d. Damage to a third party.
e. Claims filed or reasonable evidence indicating probable filing of claims.
f. Failure of the Contractor to make payments to subcontractors or for materials or labor.
g. Regulatory non-compliance or enforcement.

21. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the municipality may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The municipality shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination, less the Amount of damages caused by the Contractor's breach. If the damages are more than the

compensation payable to the Contractor, the Contractor will remain liable after termination, and the site owner may collect damages including costs of collection and reasonable attorneys' fees.

22. TERMINATION

If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is culpable of a substantial violation of a provision of the Contract, then the Town, without prejudice to any right or remedy, and after giving the Contractor seven days written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. The Contractor shall be responsible for all costs incurred by the Town to complete the work that exceeds the Contract price, including costs and Reasonable attorneys' fees to collect the costs.

23. DELIVERABLES

In addition to the requirements found elsewhere in the Contract, the Contractor, no later than the completion of the work at each site, and earlier if requested by the Town, shall deliver to the Town the following:

a. All literature, manuals, documents, and warranties for materials used.
b. Any blueprints prepared for this Contract.
c. All other tangible items prepared, developed, or otherwise created by the Contractor to perform this Contract.

ALL DELIVERABLES OR MATERIALS THAT ARE SUBJECT TO PARAGRAPH ON DELIVERABLES ARE THE PROPERTY OF THE MUNICIPALITY.

ROAD RESURFACING AND RECLAMATION SERVICES

GENERAL SCOPE OF WORK

The estimated Road Resurfacing and Reclamation needs of the Town for the period of this bid include information on areas that need resurfacing, reclamation and miscellaneous related services. Bidders who need more information as to the scope of work of The Town, either individually or collectively, must contact the municipality.

It is understood and agreed that the actual needs may vary and the awarded bidders shall perform the work actually needed at the prices bid.

A. Road Resurfacing

This work consists of the supply and placement of surface mix and binder course, or the equivalent contractor supplied mix designs for roadways and parking lots in The Town.

B. Road Reclamation Services

This work consists of performing the reclamation work identified herein. Contractor, prior to the submission of its offer, must contact the Public Works Director or designee or Road Commissioner for The Town of New Gloucester to determine which process would be most appropriate for the area to be reclaimed. The work is to include grading, watering, traffic control, and compacting, and that work shall be included in the bid price.

1. Offers on the following reclamation processes should be made:
   a. Cold planing
   b. Full depth in place road reclamation

2. In addition to the general specifications for the two processes listed and the general specifications, all contractors shall also meet the following:
   a. Equipment: roller (min. 8 ton rated), water truck, and grader.
   b. Compaction: compaction of finished work shall meet a minimum of 95%.

3. Cold Planing General Specification

Definition: Cold planing is the automatically controlled removal of pavement to a desired depth with specifically designed equipment and restoration of the surface to a specified grade and slope level, and free of imperfections. The resulting textured pavement can be used immediately as a driving surface, or will be in a condition suitable for overlaying with pavement material. This item is intended for the full width cold planing of a roadway surface. Transition joints

and butt joints are listed below. Incidental to this price is equipment, manpower, labor, and traffic control. Unless specified in the bid, mechanical or vacuum type sweeping equipment is incidental to this item.

Definition: Cold planing transition joints or butt joints is the automatically controlled removal of pavement to a desired depth with specifically designed equipment and restoration of the surface to a specified grade and slope level, and free of imperfections at an intersecting roadway or curb line. The resulting textured pavement can be used immediately as a driving surface, or will be in a condition suitable for overlaying with pavement material. This item is intended for the cold planing of transition joints and butt joints. Incidental to this price is equipment, manpower, labor, traffic control and sweeping/clean-up.

4. Safety Conditions

The following safety conditions shall be observed during all cold planing work done by the Contractor:

a. Adequate loading and sweeping equipment shall be provided daily to remove all cutting from the surface. Removed material shall be disposed of as designated. In the event the entire width of pavement along a section has not been planed by the end of the work period resulting in a vertical longitudinal face, the maximum deviation between the two surfaces should not exceed 1½ inches.

b. Vertical cuts along a gutter line will be allowed at the end of a work period. Should the depth of cut be three inches or greater, proving hazardous to traffic, the contractor shall provide suitable signing and/or warning devices.

c. Transverse faces existing at the end of work period should be tapered in a manner approved by the Director or designee to avoid a hazard for traffic.

d. Asphaltic concrete that cannot be removed by cold planing equipment because of physical or geometrical restraints should be removed by other methods acceptable to the Director or designee.

e. If independent grade reference is required, it shall be designated in the contract documents, and the Director or designee should provide elevations.

f. Traffic control for cold planing will be handled in accordance with the requirements contained herein.

g. Work shall be measured by the square yard of surface area planed to a specific depth.

In place full depth reclamation General Specifications

Definition: In-place cold recycling is the reusing of existing asphalt and suitable sub-base materials for a new sub-base or for a cold mix in place recycled road surface. The existing materials are pulverized and blended to achieve a uniform mixture known as stabilized sub-base.

Pulverize blended mixture to 2½ inch minus. Remove all cobbles four inches or larger. Blend should not have more than 50% gravel. The more existing pavement that is in the blend will increase the asphalt content, thus creating a more stable roadway.

FOR BOTH ROAD RESURFACING AND ROAD RECLAMATION SERVICES, THE PUBLIC WORKS DIRECTOR OR DESIGNEE SHALL BE THE SUPERVISOR AND SHALL HAVE FULL AUTHORITY TO INSTRUCT CONTRACTOR ON WHAT AND HOW THE WORK IS TO BE DONE.

C. Butt Joint Grinding

Grinding/milling of transverse joints or butt joints to tie in the overlay paving with existing paving is required by some municipalities. A per square foot price shall be provided for this work.

D. Specifications

Unless otherwise asked by a Director or designee, current Maine DOT Standard Specifications, with the latest revisions, shall govern the supply of materials, the manufacture of bituminous concrete, and the placement, compaction and testing of the bituminous concrete. The interpretation of the specifications by the Director or designee shall govern unless the Contractor produces a written interpretation from MDOT. All work is to comply with all Federal, State and local statutes, regulations, ordinances, rules or permitting requirements.

E. Mix Design

The bituminous plant mix shall be composed of a mixture of aggregate and bituminous material. The several aggregate fractions shall be sized, uniformly graded, and combined in accordance with the Special Provision. The Contractor shall submit, for the Director or designee's approval, a job-mix formula for each mixture to be supplied to the project. The job-mix formula shall establish a single percentage of aggregate passing each required sieve size, and shall be within the master gradation range specified for the particular type of mixture. 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 plant location.

F. Capability

To be considered for contract award, the Contractor must be able to demonstrate the ability to place an average of 800 tons of bituminous concrete per day of operation.

G. Equipment

All equipment proposed to be used shall be of sufficient size and in such mechanical condition as to meet requirements of the work, to produce a satisfactory quality of work, and to meet all safety requirements. In addition, all work and equipment shall comply with the most current MDOT specifications for such work and equipment. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use.

H. Miscellaneous Instructions

1. All driveway entrances shall blend to meet the new pavement. Any driveway that is lower than the street shall have a berm installed to prevent surface water from entering the driveway unless otherwise specified by the Director or designee or his representative.

2. Unless otherwise indicated by municipality, Contractor shall place reflective delineator posts, spaced a minimum of every 50' apart, in areas where shoulder drop is 3" or more from pavement surface.

3. The construction of road mix bituminous pavement 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 50° F and has not been below 40° F during the preceding 24 hours, except with written permission of Director or designee.

4. All newly overlaid sections shall be tack coated for a minimum of three feet at all beginning and end points.

I. Inspection of Work

All materials and every detail of the work will be subject to inspection by the Director or designee or his representative. The Director or designee shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor required to make a complete and detailed inspection. The Director or designee shall also have the right to inspect by pavement samples and testing done at the discretion of the individual municipality. The Contractor shall pay for all failing tests. Penalties for failing to meet the specifications shall be determined by Public Works Director or designee.

FY21 ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES

For the Contract Period 9/1/20 through 6/30/21

ASSURANCES

We herewith submit our bid in accordance With the requirements and specifications herein and acknowledge as follows:

1. That we have read these specifications and will comply with all requirements of this bid.
2. That the needs stated herein are the best estimates of The Town of New Gloucester at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates.
3. We carry full liability insurance coverage that is in force and shall remain in force during the term of this contract.
4. Our company is bondable and a Performance Bond will be provided if required for award of any portion of this bid.
5. We will comply with the requirements relating to reporting requirements for products and services provided under this bid.

Date: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Printed Name and Title: _____

Signature: _____
(Owner or authorized representative of owner)

ROAD RESURFACING, RECLAMATION, AND OTHER ROAD REPAIR SERVICES

For the contract period from 9/1/20 thru 6/30/21

REPORTING CONTACT

Periodic reporting of products or services sold is a requirement of this and all bids administered by The Town of New Gloucester. The Contractor must provide to The Town, the actual amount of work performed within 60 days of the completion of all work.

Please provide contact information for the person who shall provide the report:

Name and Title: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

2020/21 Town of New Gloucester Estimated Needs and Quantities		
ITEM	**UNIT**	
Latex Modified Single Chip Seal	Sq. Yard	
Surface Mix (9.5 mm)	Ton	**3,800**
Surface Mix (12.5 mm)	Ton	
Binder Course (19 mm)	Ton	
Binder Course (25 mm)	Ton	
Hand Work (est. tons)	Ton	
Curbing (est. linear feet)	LF	
Milling (est. square yards)	Sq. Yds	
Butt Joints (est. square yards)	Sq. Yds	250
Reclaim (est. square yards)	Sq. Yds	
Sweeping		
Municipality	Y or N	YES
Contractor	Y or N	NO
Tack Coat prior to surfacing	Y or N	YES
Liquid Calcium required	Y or N	NO
Reflective Centerline Delineators	Y or N	NO
Contractor responsible for Reflective Delineators mounted on grade stakes for drop-offs at edge of pavement greater than 3' at 50' intervals	Y or N	NO
Performance Bond required	Y or N	YES
Notes: Cobb's Bridge Rd. (R.R. tracks to Auburn Line) North Pownal Rd. (Winsaw Rd. to Pownal Line) Total		1,650 Tons 2,150 Tons 3,800 Tons

FY21 Paving Bid
Bidder's List

Crooker Construction, LLC
103 Lewiston Road
P O Box 5001
Topsham, ME 04086
T: (207) 729-3331
F: (207) 725-0926

Dayton Sand & Gravel
928 Goodwins Mills Road
Dayton, ME 04005
T: (207) 499-2306

F.R. Carroll, Inc.
25 Doles Ridge Road
P O Box 9
Limerick, ME 04048
T: (207) 793-8615
F: (207) 793-6647

Glidden Paving & Excavating, Inc.
326 New Portland Road
Gorham, ME 04038
T: (207) 856-9990

Lane Construction Corp.
Attn: Estimating
953 Odlin Road
Bangor, ME 04401
T: (207) 945-0873

P & B Paving, Inc.
220 Lewiston Road
Gray, ME 04039
T: (207) 657-2706

Pike Industries, Inc.
95 Warren Avenue
Westbrook, ME 04092
T: (207) 854-2561
F: (207) 854-2539

Shaw Brothers Construction
341 Mosher Road
P O Box 69
Gorham, ME 04038
T: (207) 839-2552
F: (207) 839-6239

Spencer Group Paving LLC
11 General Turner Hill Road
Turner, ME 04282
T: (207) 225-2159

All States Asphalt, Inc.
699 Main Street
Richmond, ME 04357
T: (207) 295-7590

1.56

Sharlene Myers

From: Ted Shane
Sent: Thursday, September 3, 2020 4:54 PM
To: Town Manager
Cc: Sharlene Myers
Subject: new hours

Hi,

For next week's Agenda please

Transfer Station proposed new hours.

Tuesday	**8:00 A.M. – 6:00 P.M.**
Thursday	**8:00 A.M. – 6:00 P.M.**
Friday	**7:00 A.M. – 12:00 P.M.**
Saturday	**8:00 A.M. – 4:00 P.M.**

There hours of operation remains the same at 33, therefor no increase in the wage line.

Ted