



Town of Farmingdale
289 Maine Ave.
Farmingdale Maine 04344
207-582-2225
treasurer@farmingdaleme.org

Request for Proposals
For
Farmingdale Paving Project 2024
RELEASED 3/15/2024

GENERAL

The Town of Farmingdale (Town) is seeking sealed proposals for Farmingdale Paving Project 2024.

QUESTIONS

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Town. All questions must be in writing/facsimile and must be received at least five (5) business days before bid opening. A question-and-answer sheet will then be provided to all interested proposers who have email addresses on file. Any addendums will be published on the Town's website (www.farmingdalemaine.org).

RESPONSES

Responses to the RFP must be sealed and are due no later than 6:30pm local time on April 10, 2024. Emailed or faxed submissions will not be accepted. Only hand-delivered or mailed responses are acceptable.

SUBMISSION REQUIREMENTS

All submissions must include the following information to be considered by the Town of Farmingdale:

- Cover letter stating the company's interest in the RFP.
- List of equipment that the company controls to be used for this contract.
- List of references (three minimum, two of which must be commercial).
- Proof of insurability (one-million-dollar liability with the Town listed as additionally insured).
- A completed RFP Response page (included).
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EXCEPTIONS

Please list any exceptions to your proposal on a separate sheet and include it with your response.

CONTRACT AWARD & DURATION

Any contract entered by the Town of Farmingdale shall be in response to the proposal and subsequent discussions. The award shall be based on the criteria described herein.

A contract with the specifications of the agreement shall be sent to the company selected by the Town. The general requirements of the contract are as follows:

- The Town will conduct periodic reviews of the company's performance.
- The Town reserves the right to terminate any contract at its discretion with 30 (thirty) days written notice.

The Bidder understands that the above amount is to cover all services, materials, and labor to complete the project in accordance with the contract.

The Bidder certifies that it has the financial ability to procure all necessary services and materials and has, or will have, sufficient personnel and equipment to perform the contract and is able to complete the project in the time required. Bidder also certifies that it has adequate and up-to-date liability & automobile insurance, workers comprehensive insurance, and that all necessary personnel are properly trained and/ or licensed to operate required equipment.

Bidder attests that it has an in force "Drug-Free Workplace Policy".

Bidder has read and understands the bid instructions that has provided, on **10** separate attached pages, the information requested by the Town.

INDEMNIFICATION

The successful company shall agree to indemnify and hold the Town of Farmingdale harmless from claims, demands, suits, causes of action and judgments arising from the company's performance.

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the bid documents, site conditions, or any other information that may significantly affect the cost, quality, conformity, or timeliness of the work. If a bidder discovers any such ambiguity, etc., it must notify the Town immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc. The Town shall interpret the meaning and effect of any ambiguity, etc., in the manner it deems appropriate at its sole discretion and Bidder agrees to be bound by such interpretation.

Quantities shown in the bid documents are estimates only to be used for the preparation and comparison of bids. They may be increased, decreased, or eliminated in their entirety.

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the plans, specifications, all bid amendments, and all other bid documents; (B) examining the information provided or referenced in the bid documents; (C) examining the site(s) of work and making other examinations and investigations that are needed to make the bidder fully aware of the conditions that would be encountered in performing the work, and (D) communicating with the Town before bid opening.

If so, required by the Town, bids must be accompanied by a Bid Guarantee which must be: (A) in the amount specified in the Notice to Contractors and the bid documents; (B) made payable to the "Town of Farmingdale"; and (C) one of the following types: a bid bond conforming to the next paragraph, a cashier's check, a certified check, or a United States Postal money order.

RESERVATION OF RIGHTS

The Town of Farmingdale reserves the right to reject any and all bids or proposals, decline to proceed with the selection of any candidates, to request additional qualifications and to make inquiries as may be necessary to verify qualifications. Nothing in this document shall require the Town of Farmingdale to proceed with any of the identified services stated in this request for proposals. If the Town of Farmingdale enters a contract for services, the Town shall have the exclusive authority to make decisions regarding any project or work readiness, compliance, and completion.

FEDERAL PROCUREMENT REQUIREMENTS (for contracts with federal support)

The Town of Farmingdale shall follow the standards of conduct provided in 2 C.F.R. § 200.318(c)(1) and no employee, officer, or agent of the Town may participate in the selection, award or administration of a contract supported by a federal award if that person has a real or apparent conflict of interest. The Town shall only award contracts to responsible contractors who show the ability to perform the work successfully under the terms of the contract. The Town shall take all necessary steps to assure the minority businesses, women-owned businesses, and labor surplus firms are used whenever possible.

Town of Farmingdale RFP RESPONSE FORM



Farmingdale Paving Project 2024

Name of Contractor/Company: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Mailing Address: _____

Please put in a total for each individual Street

Ryder Road: _____ Littlefield Lane: _____

Russell Street: _____ Smith Road: _____

Schoolhouse Drive: _____ Dale Street: _____

Ridgeway Drive: _____ Stone Street Place: _____

Date Signed: _____

Contractor EIN No. _____

Signature and Title of Contractor or Duly Authorized Officer

BOS BOS BOS Contractor

Town of Farmingdale

Farmingdale Paving Project 2024

Contract Agreement

This agreement is made this the _____ day of _____, between the Town of Farmingdale, Maine, herein referred to as "Town", and _____ herein referred to as "Contractor".

The Town and Contractor hereby agree to the following.

1. Scope of Work

The Scope of work for this project is set forth in addendum A to this agreement.

2. Independent Contractor

During the performance of this contract, the Contractor shall act in an independent capacity and not as an officer, employee, or agent of the Town. As an independent contractor, the Contractor has the right and duty to supervise its own employees, agents, and equipment. Additional manpower needed to fulfill the obligations of this contract shall be employed by the Contractor, who shall be solely responsible for compliance with applicable state and federal laws including, but not limited to; OSHA, Worker's Compensation Law, employment security law, anti-discrimination law, minimum wage law, and Section 3-106 of the Town of Farmingdale Code. As an independent contractor, the Contractor is also responsible for the following:

- A. Maintaining its equipment in a safe, operable, and legal manner.
- B. Maintaining the jobsite in a safe condition including all traffic control.
- C. All Traffic control shall follow the latest standards of the M.U.T.C.D. (Manual on Uniform Traffic Control Devices) Part 6.
- D. Prompt payment of all wages, payroll taxes, sub-contractors, material, equipment, fuel, and other expenses, taxes, and fees incurred by Contractor in the performance of this agreement.

3. Roles of the Parties

The Contractor shall perform all work in conformity with the contract and in a workmanlike and professional manner. The Town has the authority to inspect all activities under this contract and notify the Contractor of problems or inadequacies.

4. Joint Covenants of Good Faith and Fairness

This contract imposes an obligation of good faith and fair dealing on both parties in the execution, performance, interpretation, and enforcement of the contract. With a positive commitment to honesty and integrity, the Contractor and the Town agree to function within all applicable laws, statutes, regulations, and contract provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of the Contract.

- A. **LIABILITY INSURANCE:** Agent agrees to maintain throughout the term of this Contract and for a period of two (2) years following expiration of this Contract, comprehensive liability insurance and comprehensive automobile liability insurance in the amount of \$1,000,000.00, for personal injury, death and property damages resulting from its acts or omissions, and those of its subcontractors, in the performance of this Contract. The Town and its officers, employees and agents shall be named as loss payees under these insurance coverages. Execution of the Agreement by the Town is conditioned upon prior submission to the Board of Selectmen of the liability insurance policy and automobile liability insurance in a form satisfactory to the Town.

- B. The certificate of insurance's showing coverages herein required shall be filed with the Town of Farmingdale throughout the term of the contract and for the period of two (2) years following expiration of this contract.

- C. The Agent will provide and maintain Workers Compensation Insurance or Approved Predetermination of Independent Contractor Status to Establish Rebuttable Presumption by the General laws of the State of Maine and shall furnish certificates to the Town evidencing such coverage prior to the commencement of work and for the entire pendency of this project.

5. Inspections

The Selectboard may designate a Project Agent, such as but not limited to Road Commissioner, Sewer/Plumbing Inspector has the right to inspect the Contractor's activities, during and after completion, under the contract and who will notify the Contractor of any problems, inadequacies, or non-performance. Materials supplied shall be subject to random testing by the Town. The Contractor shall not commence any work until written notice of at least three days prior has been provided to the Town and direct contact to the Project Agent. The Selectboard, with the advice of the Project Agent, will, on behalf of the Town, determine whether Contractor's performance is satisfactory under this contract.

6. Breach of Contract

Failure of the Contractor to perform according to the terms of this agreement and in the manner specified shall be considered to be a breach of the contract. In the event of such breach, the Town, through its Board of Selectmen or the Project Agent, shall immediately give oral notice to the Contractor. The Contractor will then be required to remedy said breach within a reasonable time and at no additional cost to the town. Reasonable time may vary depending on the nature of the breach as well as road and weather conditions. In the event that the Contractor still does not perform its duties in the time stated, the Town shall have the following options from which the Town may select any or all at its sole discretion:

- A. Terminate the contract. The Board of Selectmen may terminate this agreement by sending the Contractor written notice stating the reason for termination. Contractor will be paid for all work which has been deemed to have been satisfactorily completed at that time. The remainder of the monies under this contract may be used to hire another contractor to complete the agreement.

- B. Substitution. The Town may hire a substitute contractor to perform work under this agreement for any period of time it deems necessary. This substitution will be paid for with funds allocated to this agreement.
- C. Other remedies. In addition to, or in the alternative of, the Town may also seek any other legal or equitable remedy available to enforce this agreement. In the event that the Town brings suit against the Contractor to enforce this agreement, and it prevails on its claim, the Contractor will reimburse the Town for any and all court costs and attorney fees incurred by the Town in the preparation and prosecution of the suit.

7. Payment

The Town shall pay the Contractor the total amount of \$ _____ upon satisfactory completion of the project as determined by the Board of Selectmen and the Project Agent. No payment shall be paid to the Contractor until all work has been completed. Payment is contingent upon appropriations and will not exceed the contract amount unless prior written authorization is granted by a majority vote of the Board of Selectmen with the advice of the Project Agent.

8. Indemnification

Contractor agrees to defend, indemnify, and hold harmless the Town and its officials, employees, and agents from any claims for death, personal injury, property damage, or other loss resulting from the acts or omissions of the Contractor, its employees, agents, or sub-contractors in the performance of this agreement. In the event that such a claim is made against the Town, its officials, employees, or agents, Contractor shall pay any legal fees incurred to defend them and pay any amount for which any of them are held liable.

If the Contractor breaches or attempts to breach any of the terms of this Contract or fails to perform any of the obligations under this Contract, the Contractor shall pay to Town all of the Town’s costs and expenses, including reasonable legal fees, incurred by the Town in enforcing the terms of this Contract.

9. Amendment, Assignment, Severability, Jurisdiction

This agreement may be amended only by written consent of both the Board of Selectmen, after majority vote at a duly called meeting, and the Contractor. This agreement may not be assigned, in whole or in part. Should any part of this agreement be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. This agreement is governed by the laws of the State of Maine.

10. Certification of prior representations

Contractor certifies that all information and representations made by Contractor in its Bid Cover Sheet and all attachments thereto are true and correct as of the date of this agreement. Any material misrepresentations made by or on behalf of the Contractor in any of the contract documents may be considered breach of this agreement.

11. Warranty

Contractor agrees to warranty all workmanship and materials for a period of two (2) years after completion of the project.

12. Suspension and Debarment; Anti-Lobbying (Applicable only for Federally Supported Contracts)

Contractor certifies that it and its affiliates have not been debarred, suspended, or otherwise excluded from or ineligible to participate in Federal assistance programs or activities as defined under federal law. Contractors who bid on contracts of \$100,000 or more shall file the required certification certifying that contractor and any subcontractor has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal grant or contract covered by 31 U.S.C. §1352.

Notice and contact

The following persons are available to accept notices.

- A. Town: Farmingdale _____ Doug Ebert _____, Chairman, Board of Selectmen
Office phone: 582-2225 Cell phone: 242-7174 Home phone:
- B. Town: Farmingdale _____ Steve Stratton _____, Road Commissioner
Office phone: 582-2225 Cell phone: 485-1446 Home phone: 582-3667
- C. Contractor

Office phone: Cell phone: Home phone:

IN WITNESS WHEREOF, the undersigned parties, duly authorized, have caused the agreement to be executed as of the day and year written above.

Witness:_____

Contractor:_____

Date:_____

Town of Farmingdale
By its Board of Selectmen:

Date:_____

Douglas Ebert

Joseph Connors

Isaiah Peppard

BOS BOS BOS Contractor

Town of Farmingdale
Paving Project 2024

The Town of Farmingdale is seeking bids for paving of the following roads and streets.

Scope of work to be performed by the contractor:

Roads to be paved:

- Ryer Road---2,124 ft.
- Littlefield Lane---1,747 ft.
- Russell St---2,124 ft.
- Smith Rd---2,767 ft.
- Schoolhouse Dr---1,431 ft.
- Dale St—1,063 ft. (first section)-793 ft. (second section)
- Ridgeway Dr---570 ft.
- Stone St Pl.—253 ft.

All the streets and roads will need to be milled /ground to at least 2 inches, depending on price.

Specifications:

- All old Asphalt shall be Milled /Ground 2 inches (2")
- All reclaimed asphalt will be disposed of by the Contractor
- Minimum Width of Asphalt Pavement shall be 20-22 feet and the cross slope shall be ¼" per foot
- Tack coatings shall be applied between milled asphalt to MDOT Specs.
- The Course of Asphalt shall be 12.5 mm with the surface being two inches thick (2") after compaction.
- Contractor shall cut and or grind all joints where new pavement matches existing pavement at Intersections and driveways.
All driveways shall be matched to the pavement of not less than 2 feet of the Apron into the driveway whether paved or gravel.
- The Contractor shall provide all vehicles and equipment along with flaggers and materials to safely complete the project.
- Road shoulders shall be matched to the new roadway and the shoulders itself with Quarry Gravel.

Any and all debris left over from the jobs will be cleaned up by the Contractor.

Please call the Road Commissioner, Steve Stratton at 207-485-1446 or by E-Mail @ mudbrookmoses471@msn.com for any questions you may have.

The Completion Date of this Work is September 15, 2024.

Thank you for your interest

Steve Stratton

BOS BOS BOS Contractor

Farmingdale Roads and Streets to be repaved

Ryder Road	2,124 feet of Road Way from the Pavement Seam where we left off Paving to Northern Ave. Road should be Ditched on both sides of the road Road should be Milled down 2 Inches and Graded back to Spec. with 2 Inches of New Asphalt put back If possible bring the Paved Lane out 20 to 22 ft. There should be 2 to 3 Foot Shoulders built over with Quarry Gravel
Littlefield Lane	1,747 feet of Paved Pavement from Northern Ave. to the end of the Pavement Road should be Ditched on both sides of the Road along with Milling the Old Asphalt down 2 Inches The New Overlay of Asphalt should 2 Inches with a 20 to 22 Foot Paved Lane If possible shoulders should be 2 to 3 feet Wide built with Quarry Gravel
Russell Street	2,124 feet of Paved Roadway from Northern Ave . to the end of the Pavement Roadway should be Milled down 2 inches and Graded for a 20 to 22 ft paved lane if possible The New Overlay of Asphalt should 2 Inches with a 20 to 22 Foot Paved Lane if possible
Smith Road	2,767 feet of Paved Roadway from Maple Street to the Hallowell Town Line Roadway should be Milled down 2 Inches and Graded for a 20 to 22 ft paved lane if possible New Overlay of Asphalt should be put down 2 Inches thick with a possible wider travel lane Shoulders should be redone and built back with Quarry Gravel
Schoolhouse Drive	1,431 feet of Paved Roadway with a Cul de sac at the end of the Street Street has a 21 foot paved lane with No Shoulders Roadway should be Ground Down 2 inches --- Milling would be better New Overlay of Asphalt should be put down 2 inches thick
Dale Street	1st section of the Street is 1,063 of Paved Roadway from Park Street to the end of the Paved Lane 2nd part of the Street is 793 feet of Paved Roadway from Alma St to Park St. Total Length of the Street is 1,856 of Paved Roadway Roadway should be Milled down 2 inches from Park Street to the end of Street Street has a 20 foot paved Lane with No Shoulder in the 1st Section and a 2 to 3 foot shoulder in the 2nd Section The New Overlay should have 2 Inches of New Asphalt put down with the Shoulder be built with Quarry Gravel
Ridgeway Drive	570 Feet Paved Roadway end to end Street should be Milled down 2 Inches and Graded to a 20 foot lane 2 Inches of New Overlay Asphalt to be put down for a 20 ft paved lane with No shoulder
Stone Street Pl.	253' Feet from Northern Ave to the end of the paved lane Street should be Milled down to the Gravel to check for the Road Slope and Drainage Street has got a 16 foot paved lane but would like to expand out to a 20 foot paved Lane New over lay would be 2" Inches thick with no Shoulder Work