



Town of Farmingdale
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Request for Proposals

For

Northern Ave. Paving

RELEASED May 28, 2020

GENERAL

The Town of Farmingdale is seeking sealed proposals for **Northern Ave. Paving** There will be a pre-bid meeting for this contract on June 17, 2020 at 5:30pm.

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 at 5:00pm local time on June 24, 2020. Emailed or faxed submissions will not be accepted. Only hand-delivered or mailed responses are acceptable. Title of RFP and Contractors name must be clearly marked on the front of the envelope.

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 complete RFP Response page (included).

EXCEPTIONS

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

CONTRACT PRE-REQUISITES

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 all that necessary personnel are properly trained and/or licensed to operate required equipment.

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

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.

CONTRACT AWARD

When awarded, a contract with the specifications of the agreement shall be sent to the company selected by the Town.

INDEMNIFICATION

The Contractor agrees to hold the Town of Farmingdale harmless from any claim of death, injury, property damage or other loss that may result from the Contractor’s performance under the contract, including negligent acts and omissions. In the event that such a claim is made against the Town of Farmingdale, the Contractor shall defend the Town of Farmingdale, and shall hold harmless and indemnify the Town of Farmingdale for any damages.

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 necessary steps to assure the minority businesses, women-owned businesses, and labor surplus firms are used whenever possible.

Bidder has read and understands the bid instructions and has provided, on 4 separate attached pages, the information requested by the Town.

Town of Farmingdale RFP RESPONSE FORM



Northern Ave. Paving

Name of Contractor/Company: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Mailing Address: _____

LUMP SUM for one (1) mile of paving : _____

Date Signed: _____

Contractor EIN No. _____

Project Start Date _____

Project Completion Date _____

Signature and Title of Contractor or Duly Authorized Officer

The Town of Farmingdale is requesting an estimated Start date and a completion date so that other work can be scheduled.

BOS BOS BOS Contractor

Town of Farmingdale

Northern Ave. Paving

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. Services

At least one way traffic shall be maintained at all times. All work shall be protected by proper work zone devices and procedures. Flaggers shall be used to assure safe and timely traffic flow.

3. 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.
- E. Contractor shall provide the Town of Farmingdale with a list of employees working on this project.
- F. In the event of any change of employees subsequent to the initial employee list provided to the Town, the Contractor shall within five (5) business days provide the Town with a revised list of employees.

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

Addendum “A”

Northern Avenue Paving

Scope of Work

The completion date of this contract is September 15, 2020.

The Town of Farmingdale is seeking bids for Paving a portion of Northern Avenue. The Town is seeking bids to pave one mile of road on Northern Ave. This project starts at where the portion of recently paved road ended for one half mile and then starting at the south side of the over pass for one half mile. Paving will need to start no sooner than August 1st and will need to be done no later than September 15th. This is to allow cross pipe work to be done on Northern Ave. during the month of July. Bids shall be submitted on the provided bid sheet.

- A. ALL old asphalt shall be ground/milled two inches (2”).
- B. All “reclaimed” asphalt shall be disposed of by the contractor.
- C. Minimum width of asphalt pavement shall be 24 feet and highway cross slope shall be ¼” per foot.
- D. On the sharp corner a three foot (3’) apron shall be installed for one hundred fifty feet (150’).
- E. Tack coating shall be applied between milled asphalt to MDOT specifications.
- F. Surface course of asphalt shall be 12.5mm surface and two inch (2”) thick AFTER compaction.
- G. The Contractor shall provide sufficient vehicles, equipment (to include two (2) 8-10 ton drum rollers and one (1) rubber tire roller), and personnel to safely complete the project and shall provide all materials required to complete the project.
- H. Contractor shall cut and/ or grind all joints where new pavement matches existing pavement including intersections and paved driveways. All driveways shall be matched with pavement to a distance of not less than two (2) feet into the driveway, whether paved or gravel driveway needs apron. Joints shall be 1½” deep and 8 feet in length across the entire width of the road. If Joints are cut more than five (5) days prior to paving operations the joints shall be patched in. All joints are to receive a "tack coat" at the rate of 0.05 gal/ square yard prior to placing a new course.
- I. Road shoulder shall be matched to the new asphalt surface. Finished grade of the shoulder shall be ½” on 12” starting at edge of pavement sloping away.
- J. Gravel shoulder shall be 4” wide where applicable. Shoulder material shall be ¾” minus gravel and shall be compacted. NO vegetation shall be present in shoulder gravel.
- K. Highway surface shall be swept of any and all shoulder material after compaction.

BID BOND:

A bid bond must be submitted with the proposed bid. Consideration of any proposed bid shall be contingent upon having received the bid bond. A bid bond is issued as part of a bidding process by the surety to the Town to guarantee that the winning bidder will undertake the contract under the terms at which the contractor bid. The Bid Bond, shall amount to ten per cent (10%) of the proposed contract. A Bid Bond guarantees that the Town will be paid the difference between the contractor's bidding price and the chosen bid price for the duration of the bid contract. This action is only triggered should the principal be awarded the contractor but fails to enter into the contract as stipulated with the Town. The Bid Bond deposit shall be returned to all bidders upon determination of a final contract award and signing of the contract except any contractor(s) who refuse to accept the Town offer of the bid proposal.

PERFORMANCE BOND:

Contractor must furnish a Performance Bond, satisfactory to the Town, in an amount equal to at least 100% of the annual contract price. This bond must be obtained by Contractor prior to the start of the project and maintained throughout the term of this contract. The purpose of the performance bond is to make money available to the Town in the event Contractor does not complete part or all of the duties under this contract. The bond money will be used to complete the work.