

SECTION A

PENOBSCOT COUNTY 2017 ROADWAY PAVING PROJECT GREENFIELD TOWNSHIP INSTRUCTION TO BIDDERS

1. The Penobscot County Commissioners are soliciting bid proposals for road paving in Greenfield Township. The bid specifications are comprised of the following sections, all of which represent an integral part of the County's request for bid proposals.
 - A. Instruction to bidders
 - B. Bid form
 - C. Specifications for paving project
 - D. Contract

Prospective bidders shall become completely familiar with the required work and shall rely on their own investigation. The County Representative will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site. Any questions concerning these specifications shall be addressed to: Barbara Veilleux, Director (942-8566) or George Buswell, Deputy Director (991-0201) for Penobscot County Unorganized Territory Administration.

2. All bids must be submitted on the enclosed bid form supplied by the County and included herein. All bids must be signed and placed in a sealed envelope bearing the name and address of the bidder and clearly marked "**Unorganized Territory Paving Project for Greenfield Township**" and addressed to:

**PENOBSCOT COUNTY UNORGANIZED TERRITORY ADMINISTRATION
BARBARA A. VEILLEUX, DIRECTOR
97 HAMMOND STREET
BANGOR, ME 04401**

No bid will be accepted after the time specified for **Bid Closing**.

3. Sealed bids are due at the Penobscot County Commissioner's Office by 9:00 AM, **Tuesday, July 11, 2017**. Bids will be opened that morning at 9:30: AM at the regular meeting of the Penobscot County Commissioners.
4. The Contractor agrees to maintain liability insurance in the amount of \$1,000,000 to protect it from personal injury, death or property damage claims which may arise from the road projects under this contract. The County shall be named as an "additionally insured party" under this policy. The Contractor further agrees to indemnify, assume the defense of and save harmless, the County and its agents and employees from liability, action, claims or damage suffered by any person or association, which results from the willful or negligent action or inaction of the

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INSTRUCTION TO BIDDERS (Page 2 of 2)

Contractor in the performance of duties and the work performed under this contract. The Contractor shall also carry adequate insurance to cover the risk and requirements specified under the Worker's Compensation Laws of the State of Maine, if applicable. In lieu of Worker's Compensation insurance, the Contractor must provide Independent Contractor Certification from the Worker's Compensation Board. All certificates of insurance must be submitted to the County before any work begins.

5. Qualifications for bidders: After the bid opening, Penobscot County may make such investigation as it deems necessary to determine the ability of the bidders to perform the work. Bidders shall furnish to the County, all such information and data for this purpose as the County shall request. The County of Penobscot reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Penobscot County Commissioners that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.
6. The County of Penobscot, through its County Commissioners, reserves the right to **ACCEPT OR REJECT** any or all bids in whole or in part. The County of Penobscot, acting through its County Commissioners, reserves to itself the exclusive right to accept high bids when in the County Commissioner's sole discretion, believes it would be in the best interest of the Unorganized Territories. In making such a decision, the Penobscot County Commissioners may consider, but not limited to, any of the following factors: quality, specifications, number of materials bid, access to suppliers, availability of delivery time of items bid, locations of manufacturers, location and reputation of the bidder.
7. All work is to be completed by September 1, 2017.

SECTION B

**PENOBSCOT COUNTY
UNORGANIZED TERRITORIES
BID FORM**

**GREENFIELD TOWNSHIP
PAVING PROJECT**

GREENFIELD, CROSS AND CROCKER TURN ROADS/CULVERT CUTS

Estimated Binder Tons _____

Binder Price Per Ton \$ _____

Total Culvert Cut Repair \$ _____

GREENFIELD ROAD/SHIM & SURFACE MIX

Estimated Shim Tons _____

Shim Price Per Ton \$ _____

Estimated Overlay Tons _____

Overlay Price Per Ton \$ _____

Total Shim & Surface Mix \$ _____

TOTAL ESTIMATED PROJECT PRICE \$ _____

Contractor Name

Date

Address

Address

Telephone

SECTION C

BID SPECIFICATIONS 2017 ROADWAY PAVING PROJECT GREENFIELD TOWNSHIP

Greenfield, Cross and Crocker Turn Roads/ Culvert Cuts

This project requires the furnishing and placement of hot bituminous binder. The project contains six locations where the existing pavement was cut and removed to allow for culvert replacements. The existing gravel in each site will need to be removed to allow for a 2" course of binder to be placed between the cuts. The binder will be uniformly compressed and will be blended with the existing pavement to allow for a smooth transition over the repaired area. All repair sites have been numbered with spray paint on the pavement. Estimates of the size of the repair sites are as follows:

Site 1 = 51' x 21' Greenfield Road
Site 2 = 10' x 21' Greenfield Road
Site 3 = 8' x 21' Greenfield Road
Site 1 = 6' x 20' Cross Road
Site 1 = 6' x 20' Crocker Turn Road
Site 2 = 6' x 20' Crocker Turn Road

Greenfield Road/Shim & Overlay

These projects require the furnishing and placement of tack coat, shim and hot bituminous overlay.

Description:

Section One: Beginning at the intersection with the Crocker Turn Road and proceeding east for a distance of approximately 4,740 linear feet to the Olamon Stream Bridge.

Section Two: Beginning at the Olamon Stream Bridge and proceeding east for a distance of approximately 4,770 linear feet to the intersection with the Cross Road.

This work will require tack coat before shim. Shim, then overlay using 3/8 inch crushed aggregate surface mix compacted to 1.00" thickness. The new paved width to match existing (approximately 21 feet). All ends of this project are marked with white paint on the pavement.

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Coordination:

No work will begin prior to a one-week minimum notification to the Penobscot County Unorganized Territory Administration Office. (207-942-8566 office) (207-991-0201 George Buswell) or (207-944-5817 Barbara Veilleux).

Traffic Control:

The Contractor shall be responsible for providing all necessary flagmen, signs, barricades and other safety devices necessary to control and direct traffic during the paving operations.

Work to be Included:

Lips shall be ground at the beginning and end of each section of new pavement to match existing roadway surface. **Tack coat shall be applied to the existing paved roadway just prior to placement of the shim mix. Tack coat shall be applied at the rate of 0.025 gallons per square yard.**

Placing the Hot Asphalt Mixture:

Bituminous courses shall be constructed only when the base course of existing pavement is dry, free of loose debris and the weather is not rainy, except by authorization given by Penobscot County's Unorganized Territory Administration Office. Such courses shall not be constructed when the atmospheric temperatures is below 40 degrees F. The mixtures shall be delivered on the job with a minimum workable temperature of not less than 275 degrees F.

Compaction or Roller:

Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which result in crushing of the aggregate, or in displacement of the HMA will not be permitted. Any HMA pavement that becomes loose, broken or contaminated, or is in any other way defective shall be removed and replaced at no additional cost with fresh HMA pavement, which shall be immediately compacted to the adjacent area.

Two rollers will be required on the overlay course. The breakdown roller will be a minimum 10 ton steel drum roller followed by a finish roller to provide the final compaction. Speeds of any rollers shall not exceed 3 miles per hour.

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Pavement Tolerances:

The course after final compaction shall conform to the following requirements: It shall be smooth and true to the established crown and grade of the existing roadway to match into. On all overlay, the average thickness specified, shall at no point vary more than 1/4" from the specified thickness.

Basis of Measurement and Payment:

Newly paved areas will be measured full length and width, and calculated using the specified thickness. A copy of all load slips shall be provided to Penobscot County's Unorganized Territory Administration Office prior to field measurements. A representative of the paving contractor is encouraged to assist during the final measurement.

SECTION D

PENOBSCOT COUNTY UNORGANIZED TERRITORY “SAMPLE” PAVING CONTRACT GREENFIELD TOWNSHIP 2017

The Penobscot County Commissioners acting in their capacity as Municipal Officers in and for Greenfield Township, ME, hereinafter referred to as the “County”, in accordance with vote of said County Commissioners at their regular meeting held July____, 2017 enter into this contract with _____, hereinafter referred to as the “Contractor”, for the paving projects hereinafter described and designated under the following terms.

1. The Contractor agrees to perform and complete the paving projects as listed in the Bid Specifications, attached hereto, and made part of this contract.
2. The Contractor agrees to furnish adequate equipment and manpower necessary to perform the work herein specified, as listed in the Bid Specifications to the satisfaction of the County.
3. The Contractor agrees to maintain liability insurance in the amount of \$1,000,000.00 to protect it from personal injury, death or property damage claims which may arise from the road projects under this contract. The County shall be named as an “additionally insured party” under this policy. The Contractor further agrees to indemnify, assume the defense of and save harmless, the County and its agents and employees from liability, action, claims or damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under this contract. The Contractor shall also carry adequate insurance to cover the risk and requirements specified under the Worker’s Compensation Laws of the State of Maine, if applicable. In lieu of Worker’s Compensation insurance, the Contractor must provide Independent Contractor Certification from the Worker’s Compensation Board. All certificates of insurance must to submitted to the County before any work begins.
4. If the Contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail, setting the basis for the County’s complaint. Upon receipt of such notice, the Contractor shall have **Ten (10) days** to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period the County’s representative is dissatisfied with the Contractor’s performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified letter, notify the Contractor to discontinue all work to be performed under this contract. The County may thereupon, by contract or otherwise, complete the work and the Contractor and its surety shall be liable for costs, which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

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“SAMPLE” CONTRACT (Page 2 of 2)

5. All projects shall be completed by September 1, 2017.
6. The contractor agrees to give the Penobscot County Unorganized Territory Administration Office a minimum of a one-week notice prior to beginning any work.

In consideration of the faithful performance of this work as set forth above, the County agrees to pay the Contractor \$_____ per ton for the binder course, \$_____ per ton for the shim course and \$_____ per ton for the overlay course.

Payment will be made upon the completion and inspection by the Penobscot County Commissioners or their designee.

IN WITNESS WHEREOF, the parties to this agreement have executed the same in triplicate on the _____ day of July, 2017 and hereunto set our hands.

Penobscot County Commissioners

Witness

Peter K. Baldacci, It's Chairman

Thomas J. Davis, Jr.

Laura J. Sanborn

Witness

Contractor