

SECTION A

PENOBSCOT COUNTY UNORGANIZED TERRITORIES MATTAMISCONTIS ROAD RECLAIM PROJECT 2017 INSTRUCTION TO BIDDERS

1. The Penobscot County Commissioners are soliciting bid proposals for a road reclaim project in the Unorganized Territory of Mattamiscotis 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. Specifications for road projects
 - C. Bid form
 - D. Sample contract

Prospective bidders should thoroughly familiarize themselves with all the sections of these specifications, as an incomplete bid proposal may be grounds for disqualification. Any questions concerning these specifications shall be addressed to: Barbara Veilleux, Director, Penobscot County Roads & Mapping Department, 942-8566.

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 Road Reclaim Project Bid for Mattamiscotis Township" and addressed to:

PENOBSCOT COUNTY
UNORGANIZED TERRITORY ADMINISTRATION
BARBARA 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 on Tuesday, August 15, 2017. Bids will be opened at 9:30 AM that morning at the regular meeting of the Penobscot County Commissioners.
4. 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.

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INSTRUCTION TO BIDDERS
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5. 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 be submitted to the County before any work begins.

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.

SECTION B

BID SPECIFICATIONS MATTAMISCONTIS ROAD RECLAIM 2017

PROJECT LOCATION:

The project begins at the Chester/Mattamiscotis Town Line. We are bidding two options. Option One is for a distance of 8,000 linear feet and Option Two is for a distance of 10,790 linear feet. Both project limits are marked in white paint on the existing pavement with the word (Reclaim).

SCOPE OF WORK:

The Contractor will supply all necessary equipment and manpower to grind and re-lay existing pavement to a depth of 10 inches for a distance of 8,000 feet (Option One) or 10,790 feet (Option Two) by 20 feet wide. The Contractor is also responsible for grading and compaction of the reclaim area in preparation for paving. The finish grade for this project will provide proper cross slope (1/4 to 1/2 inch per foot) and will allow for a smooth transition on both ends of the project onto the existing pavement. The Contractor will then place a 2" compacted layer of binder for 8,000 feet (Option One) or 10,790 feet (Option Two) by 20 feet wide. Shoulders shall be graded up to the level of the road surface, smoothed out and compacted after the pavement has been laid. All driveways shall be blended into the road surface to ensure a smooth transition. This includes installing a paved apron on all asphalt driveways, when necessary. The Contractor will also supply flagmen, signs, barricades and other safety devices necessary to control and direct traffic during the reclaiming process.

The Contractor shall be responsible for notification to Dig Safe.

SECTION C

**PENOBSCOT COUNTY
UNORGANIZED TERRITORIES
BID FORM
MATTAMISCONTIS ROAD RECLAIM PROJECT
2017**

MATTAMISCONTIS ROAD RECLAIM

Option One: For a distance of 8,000 linear feet

Total project cost (Inclusive of all indicated work) \$ _____

Option Two: For a distance of 10,790 linear feet

Total project cost (Inclusive of all indicated work) \$ _____

Date

Contractor Name

Contractor Address

Contractor Telephone

SECTION D

PENOBSCOT COUNTY UNORGANIZED TERRITORY MATTAMISCONTIS ROAD RECLAIM PROJECT SAMPLE CONTRACT 2017

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

1. The Contractor agrees to perform and complete the road 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 is responsible for contacting Dig Safe before any work is initiated.
7. 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 be submitted to the County before any work begins.
8. If the Contractor is in violation of any of the terms of this contract, or if the County or its representatives 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 notify the Contractor by certified letter, to discontinue all work to be performed under this

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SAMPLE CONTRACT
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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.

3. The indicated work MUST be completed by October 15, 2017.
4. The Contractor must give the 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 the total sum of \$_____. Said payment to 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 _____, 2017 and hereunto set our hands.

Witness

Peter K. Baldacci, Chairman

Thomas J. Davis, Jr.

Laura Sanborn

Witness

Contractor