

**CITY OF PRESQUE ISLE
REQUEST FOR BIDS**

SECTION 1. GENERAL

The City of Presque Isle is seeking bids from qualified individuals and firms (Bidder) for furnishing and applying latex modified chip seal on approximately 4.0 miles of roadway.

SECTION 2. STANDARD CONDITIONS

1. The Bidder shall be responsible for all taxes, fees and permits required of this request for bids.
2. The Bidder shall be responsible for the proper disposal of any waste generated by this request for bids.
3. The Bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no retirement benefits, medicare, vacation and sick leave, workers compensation, employment and similar benefits available to City employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the Bidder for his Income Tax records.
4. Unless otherwise stated all bids shall be in a lump sum basis, FOB Presque Isle, in U.S. funds.
5. Any bid received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.
6. Unless otherwise stated all bids shall be submitted on the bid form supplied by the City.
7. The City reserves the right to reject any or all bids and to waive any informality as it deems necessary to be in the best interest of the City. The City Manager shall retain the right to determine what constitutes informality. In his decision, the City Manager may consider if other bidders are placed at a disadvantage by his decision. In all cases, the decision by the City Manager shall be final.
8. Fax bids will not be accepted. Emailed bids will not be accepted.
9. No bid may be withdrawn for a period of 30 days after the bid opening.
10. The Bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.
11. The Bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to

and written consent of the City Manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the Bidder of his liability under this agreement.

12. The performance of work or the delivery of material under the contract may be terminated by the City in whole, or from time to time, in part whenever for any reason the City Manager shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract date.
13. The Bidder agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborer, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety right, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
14. Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are the property of the City.
15. Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

SECTION 3. BIDDER QUALIFICATIONS

- A. Complete 'Statement of Bidder Qualifications' form.
- B. Name and qualifications of the project coordinator.
- C. List of similar work performed or material delivered to include the names, addresses and telephone numbers of people who can be utilized as a reference check.

SECTION 4. SUBMITTING A BID

All bids must be submitted in a sealed envelope clearly marked “**CHIP SEAL BID**” on the outside of the envelope. Bids must be received by **March 25, 2021 at 1:30 PM** at the **City Clerk’s office**, 12 Second Street, Presque Isle, Maine 04769. Any questions pertaining to this bid shall be directed to the Public Services Director Dana Fowler at (207) 760-2707.

All bids shall be opened and read aloud in public on March 25, 2021 at 1:30 PM at the above address. Final award of the bid is expected to be made no later than April 7, 2021 by the City Manager and/or City Council. His/their decision shall be final. Bidders are welcome to attend the bid opening and, if applicable, the City Council meeting.

SECTION 5. SCOPE OF WORK

The City will accept bids from qualified individuals and firms for furnishing and applying latex modified chip seal on approximately 4.0 miles of roadway located in the City of Presque Isle. The work is subject to the following:

1. The City shall prepare the roadways for application of asphalt product, provide traffic control, provide the stone, and provide up to four trucks to haul the stone to the work area.
2. Bidder shall provide the asphalt product and sufficient equipment and labor to apply the asphalt product and spread City-supplied stone over the applied product. Bidder shall provide a bituminous distributor truck, self-propelled chip spreader, pneumatic roller (6-12 tons), and steel wheel roller (8-12 tons). Rolling of stone shall be continuous and spraying shall cease if the roller is not able to roll the stone before the asphalt cures.
3. The asphalt cement shall meet State of Maine Standard Specification 2002, Section 702 – subsection 702.03 and 703.204. Liquid asphalt grades for the latex modified emulsion shall meet the requirements for CRS-2, RS-2, each modified with 2% latex. All asphalt grades shall conform to AASHTO M208 or M140 as applicable. The latex product shall be added and co-milled at the emulsion facility, and complete, balanced blending shall be required. Samples of the emulsion and latex blend shall be supplied to the City for testing, if requested.
4. The City has approximately 4.0 miles of roadway to be chip sealed requiring an estimated 18,298 gallons of liquid asphalt to be applied. Payment will be based on actual gallons applied, in place, covered with stone and rolled, on a per-gallon basis. The City retains the right to adjust quantities and actual amount of work as deemed to be in their best interest. Price adjustments for “hot gallons” will not be allowed.

<i>Chip Seal Road List</i>			
<u>Road Name</u>	<u>Length (MI)</u>	<u>Location</u>	<u>Liquid Asphalt Gallons</u>
Allen Road	1.591	Conant Rd – Cleaves Rd	7,281
Echo Lake Road 1	0.638	Spragueville Road – Quaggy Jo Lake Road	2,920
James Road 2	0.254	Lathrop Road – Dead End	1,163
Rose Lane	0.218	Spragueville Road – Spragueville Road	998
Wallace Street	0.182	McBurnie Road - Dead End	833
White Road	0.985	Cleaves Road – Easton Road	4,508
Spragueville Road 4	0.130	Niles Rd/Spragueville Road – Dead End	595
Total	3.998		18,298

5. The latex emulsion shall be applied at a minimum temperature of 140° F and not to exceed 185°F at a rate of approximately 0.39 gallons per square yard. The exact rate will be determined by the aggregate properties, latex modified emulsion supplier, traffic volume, and pavement condition.

Longitudinal joints shall be reasonably true to line and parallel to the centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same and free from ridges and depressions. Longitudinal joints shall be overlapped from 2 to 3 inches. No payment will be made for longitudinal joints that are overlapped more than 3 inches.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage, and personal property.

6. The work shall be scheduled and under the absolute direction of the City's Deputy Public Works Director or his designee. The City is planning on a start date of June 7, 2021 subject to their shimming and preparation work being completed. The work schedule shall be from Monday through Thursday (excluding holidays) 6:30AM to 4:00PM, unless otherwise directed by the City. The successful bidder shall work diligently and continuously once the work is started to complete the work in the shortest time possible. All work shall be completed on or before August 15, 2021. A \$500 per day penalty will be assessed for each workable weekday after the August 15th deadline.
7. No product shall be applied unless both the ambient air temperature and the road surface temperature are at least 50° F and rising. No moisture shall be present on the road surface.
8. The City shall have the sole authority and discretion in choosing the asphalt grade, blend, composition, mixture and any other factor that may affect the project.
9. Both the bituminous distributor truck and self-propelled chip spreader shall have calibration instrumentation, so that the application of liquid asphalt and stone can be accurately applied and accurate quantities determined. Bidder shall be able to demonstrate to the City's satisfaction prior to the commencement of work that their distributor and chip spreader are calibrated correctly.

End of Technical Specifications

STATEMENT OF BIDDER'S QUALIFICATIONS
(If desired, the bidder may submit additional information)

Name of Bidder: _____

Bidder is: Corporation () Partnership () Individual ()

Permanent Main Office Address: _____

Federal ID Number: _____

When Organized: _____

If a corporation, where incorporated? _____

How many years have you been engaged in business under your present firm or trade name? _____

A financial statement may be required of the successful bidder prior to award.

The Undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the City of Presque Isle in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Attest Name of Bidder: _____

By: _____

Title: _____

Dated: _____

“CHIP SEAL BID” BID FORM
Bid Opening March 25, 2021 at 1:30 PM

Submit to: City Clerk
12 Second Street
Presque Isle, ME 04769-2459

Bidders Name: _____

Address: _____

Tel. No./Email Address _____

The following bid is submitted in response to the Request for Bid for furnishing/applying latex modified emulsion, and spreading/rolling stone on approximately 4.0 miles of roadway.

The undersigned certifies that the information provided on the Bid Form is correct.

Have all specifications been met? _____yes _____no If no, have all deviations been listed on a separate page attached to this Bid Form? _____yes _____no

Does the Bidder meet the qualifications per Section 3 and provided attachments, if required, to this Bid Form? _____yes _____no

ITEM	BID PRICE
Latex modified emulsion and spreading aggregate cover	\$ _____ Per gallon

Signature: _____

Printed Name: _____

Date: _____

By affixing my signature I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the Request for Bid.