

SCARBOROUGH  
MAINE



March 21, 2024 ITB 352024

**INVITATION TO BID NUMBER 352024**

***RETURN THIS BID TO:***

Town of Scarborough, Attention Purchasing  
ITB 352024 Paving  
PO Box 360  
259 US Route One  
Scarborough ME 04074

**THIS IS NOT AN ORDER DATE**

**ITB ISSUED: 03/21/2024**

**PLACEMENT OF HOT MIX ASPHALT PAVEMENT AND OTHER ASSOCIATED WORK**

**SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT OR HIS DESIGNEE PRIOR TO THE BID OPENING ON APRIL 11<sup>TH</sup>, 2024 AT 10:00 AM. THIS WILL NOT BE A PUBLIC BID OPENING.**

**F.O.B. POINT IF MAILED: FINAL DESTINATION  
EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.  
LATE BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MORRISON, PURCHASING ADMINISTRATIVE ASSISTANT, AT [KMORRISON@SCARBOROUGHMAINE.ORG](mailto:KMORRISON@SCARBOROUGHMAINE.ORG) . THE PREFERRED METHOD IS VIA EMAIL.**

**IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEB SITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.**

[LIAM GALLAGHER](#)  
[ASSISTANT TOWN MANAGER](#)  
March 21, 2024 ITB 352024

**INSTRUCTIONS TO BIDDERS**

**INTENT OF BID:** This Invitation to Bid (ITB) is intended to result in a paving agreement for the Town of Scarborough, Maine.

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to the Town, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX:** The Town is exempt from all Federal Excise Tax.

**STATE SALES TAX:** The Town is exempt from all State of Maine Sales Tax.

**INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**INSURANCE:** Contractor shall purchase and maintain workers' compensation insurance, general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to Owner:

Worker's Compensation:

Worker's Compensation insurance shall be in strict accordance with the requirements of the most current laws of the State.

1. State: Statutory
2. Applicable Federal (e.g. Longshoreman's): Statutory
3. Employer's Liability: \$1,000,000

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Builders Risk Insurance:

Contractor shall purchase and maintain builders risk insurance, which shall cover Contractor

and Owner as loss payees to the extent of their interests.

Comprehensive General Liability Insurance.

Bodily Injury and Property Damage Liability:

	Each	Occurrence Aggregate
Premises – Operations	\$1,000,000	\$3,000,000
Completed Operations/Products	\$1,000,000	\$3,000,000
Contractual Liability	\$1,000,000	\$3,000,000

Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.

Personal Injury with employment exclusion deleted:

\$3,000,000 Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

\$1,000,000 Each Person, \$3,000,000 Annual Aggregate

\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

2. Property Damage:

\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

Owner shall be named as an additional insured on the comprehensive general and automobile liability policies. Contractor shall provide Owner copies of all the actual insurance policies for review and approval before the commencement of work.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

**SUPPORTING INFORMATION:** The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However,  
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provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that the bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**WORKMANSHIP & MATERIALS:** All work and/or fabrication must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item and/or service provided.

**INVOICES:** Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

**CONTRACT PERIOD:** From July 1, 2024 through June 30, 2027. The contract may be extended upon mutual agreement for an additional year.

**CONTRACT PRICES:** Contract prices are to remain firm through the duration of the contract(s) and the extension or renewal of the contract(s).

**CONTRACT CANCELLATION:** The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.**

**ADDITIONAL INFORMATION:**

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**ALL** inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business two days prior to the bid opening to the Attention of Kim Morrison, Purchasing Specialist by fax (207 730-4088) or email to [kmorrison@scarboroughmaine.org](mailto:kmorrison@scarboroughmaine.org). The Town is not responsible for oral interpretations given by any Town employee, representative or other.

## **SPECIFICATIONS FOR WORK**

### **UNIT PRICING**

Proposals shall identify a unit price per ton for all hot mix asphalt pavement items, a unit price per square yard for full depth reclamation, cold plane/milling and cement stabilization items and a unit price per linear foot for bituminous curbing. Payments will be made based upon actual quantities measured.

All items associated with any work such as traffic control, temporary markings etc. shall be considered when unit prices are submitted and no additional money will be paid beyond the unit prices for the item.

Traffic control is the responsibility of the contractor and must conform to MUTCD traffic zone guidelines.

### **HOT MIX ASPHALT PAVEMENT ITEM**

Unit prices for all hot mix asphalt pavement items shall include all costs associated with supplying, delivering and placing of hot mix asphalt pavement including but not limited to materials, trucking, traffic control, sweeping, fine grading, compaction of all surfaces prior to the placement of the hot mix asphalt pavement, grinding to achieve satisfactory joints, the paving of all aprons and approaches necessary to blend in the new work to existing roads and driveways, tack, and all incidental work and materials needed to complete the work according to the Specifications and directives from the Director.

The unit pricing for all hot mix asphalt items shall be based upon the price for liquid asphalt and shall be adjusted according to an asphalt escalator. The agency supplying monitored weekly by the MDOT. The price of asphalt is monitored weekly by the MDOT. The agency supplying the information to MDOT is the Asphalt Weekly Monitor. Access to this information can be obtained from the MDOT website by going to "Doing Business", and clicking on "Contractor Info".

The price adjustment for asphalt binder will be based on the variance in cost for the performance graded binder component in the hot mix asphalt and will be determined as follows:

The quantity of hot mix asphalt will be multiplied by the performance graded percentages given in the table below, times the difference in price between the base prices of liquid asphalt identified herein and the price when the hot mix asphalt is placed. Adjustments will be made upward or downward as prices increase or decrease.

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19.0 mm (3/4") 5.2%

12.5 mm (1/2") 5.8%

9.5 mm (3/8") 6.2%

Example: Asphalt binder has increased from \$385.00 per ton to \$445.00 per ton (\$60.00 per ton increase) and you are placing 1,000 tons of 9.5 mm HMA.

1,000 x 6.2% = 62.00

60.00 x 62.00 = \$3,720.00 total escalation cost or \$3.72 per ton of HMA.

Payment will be made for all HMA items according to the base unit price submitted herein with adjustment according to the herein identified asphalt escalator process.

### **FULL DEPTH RECLAMATION, COLD PLANE/MILLING ITEM**

Unit prices for full depth reclamation work and cold plane/milling work shall include all costs associated with the performance of said work including but not limited to trucking, traffic control, sweeping and all incidental work and equipment needed, including fine grading, to complete the work according to the Specifications and directives from the Director. The Town shall supply and deliver any gravel required for the performance of the work.

### **CEMENT STABILIZATION ITEM**

Unit prices for the cement stabilization work shall include all costs associated with the performance of said work including but not limited to materials, trucking, traffic control and all incidental work and equipment needed to complete the work according to the Specifications and directives from the Director. It should be noted that the unit price for this item shall include the costs of the full depth reclamation portion of this work.

### **BITUMINOUS CURB ITEM**

Unit prices for the bituminous curb item shall include all costs associated with the performance of said work including but not limited to materials, trucking, traffic control and all incidental work and equipment needed to complete the work according to the Specifications and directives from the Director.

### **AWARD**

Award of the work contained herein shall be made based upon a combination of considerations such as price, service ability, qualifications, prior experiences with contractors and the ability to meet the terms of this ITB, as determined by the Town of Scarborough in its sole judgment. The Town of Scarborough reserves the right to separate the various items included herein into different contracts with different contractors if it deems it to be in the best interest of the Town of Scarborough.

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### **PERFORMANCE**

Contractor agrees to bear all costs incurred arising from the failure of the Contractor through omission or commission to comply with all Federal, State and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold the Town harmless and to indemnify the Town for these costs as well as all costs of collection, including but not limited to reasonable attorney's fees.

If the Contractor fails to fulfill its obligations under the award of the work contained herein properly and on time or otherwise violates any provision of this ITB and contract, the Town may terminate the contract by written notice. The notice shall specify the acts or omissions relied upon as cause for termination. The Contractor shall be paid fair and equitable compensation for satisfactory performance prior to the receipt of notice of termination less the amount of damages caused by the Contractor's failure to fulfill its obligations. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable

after termination of the contract and the Town may collect damages, including costs of collection and reasonable attorney fees.

**PAYMENT**

Payment in full shall be made after completion, inspection and acceptance by the Director of work requested for payment. Payment will generally be made within 30 days of acceptance by the Director.

<b>Scarborough Paving List 2024</b>
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~~The below paving list for 2024 is intended as a proposed list that is subject to change dependent based on available budget.~~

- Hawthorn Cir
- High Point Rd
- Bayberry Ln
- Orchard Hill Rd
- Partridge Ln
- Sandy Point Rd
- Salt Marsh Cir
- Rocky Hill Rd
- Milliken Rd
- Douglas Rd
- Honan Rd
- Clover Leaf Ln

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<b>OFFICIAL BID FORM</b>
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Estimated quantities are identified for the purpose of comparing proposals. **Quantities are intended as a guide only and will vary depending on conditions and issues encountered during the program. Unit prices submitted shall apply regardless of final quantities at the completion of the program.**

Contractors shall abide by all OSHA Rules & Regulations and by all State and Local ordinances regarding construction activities.

ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
19 mm HMA	1,500 tons		
12.5 mm HMA	9,000 tons		
9.5 mm HMA	1,500 tons		
Hand Placed HMA	125 tons		
Full Depth	10,000 s.y.		

Reclamation			
Cold Plane/Mill	23,000 s.y.		
Cement Stabilize	0		
Bituminous Curb	1,000 l.f.		
Tack Coat	TBD		
Butt Joints	TBD (s.y.)		
<b>Total</b>			

☐☐☐ **NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.**

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_  
Corporation, Firm, or Company

**ADDRESS:** \_\_\_\_\_  
Street/PO Box

\_\_\_\_\_  
City State ZIP

**TELEPHONE :**(\_\_\_\_\_) \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

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Dayton Sand & Gravel	fjohnston@daytonsand.com
Glidden Paving	lisa@gliddenpaving.com
Pike Industries	lblair@pikeindustries.com
Shaw Brothers	bbrady@shawbrothers.com