

Request for Proposal: Lake Moxie Rd in The Forks Plantation and Moxie Gore Township

The Forks Plantation and Somerset County (for Moxie Gore Twp.) are requesting proposals for the Rehabilitation of 2.4 miles of the Lake Moxie Road. Beginning at the most eastern point and proceeding west, approximately 12,672 feet end at CMP pole #74.

There will be a mandatory pre-bid meeting at The Forks Town Office on Tuesday February 6, 2018 at 3:00 PM. Bids will not be accepted from anyone not represented at the meeting. Proposals (Bids) must be received at The Forks Town Office by 5:30 PM March 20, 2018. Please include references for similar work with your bid. Bids will be opened at the Assessors' Meeting to follow. The Project will be awarded at a later date. ***The Forks Plantation and Somerset County Commissioners reserve the right to accept or reject any and all bid proposals deemed to be in the best interests of The Forks Plantation and Somerset County.***

1. Scope of work to be performed by the Contractor.
 - A) Beginning at the Lake Moxie outlet and proceeding west approximately 12,672 ft., reclaim the existing pavement producing a 2' minus material (approximately 28,160 square yards), grade to a ¼ inch cross slope, properly compact with at least a 10 ton vibrating roller.
 - B) Properly place approximately 35,200 square yards of polypropylene woven fabric, Geotex 315 ST woven fabric or a woven fabric of equal or greater minimum average roll values, 20 ft. in width by 12,672 ft. in length. ***Fabric will be provided by The Forks and Somerset County.***
 - C) Purchase and place 6 inches of 3 inch minus processed base gravel, properly grade to a ¼ inch cross slope and properly compact with at least a 10 ton vibrating roller 28 ft. in width by 12,672 ft. in length (Approximately 8,212 cubic yards).
 - D) Purchase and place 2½ inches of 1½ inch minus processed surface gravel, properly grade to a ¼ inch cross slope and properly compact with at least a 10 ton vibrating roller, ready for pavement (approximately 4,000 cubic yards).
 - E) Purchase and properly place 2 inches of 19 mm base hot mix pavement 20 feet in width by 12,672 feet in length. (Approximately 3,092 tons)
 - F) Beginning approximately 180 feet east of CMP pole #105 and proceeding west approximately 180 feet in length by 7 feet in width on both the south side and north side of pavement excavate the existing shoulder material, 18 inches in depth by 7 feet in width. Place Geotextile fabric and 15 inches of 3 inch minus processed base gravel, properly grade to a ½ inch cross slope and properly compact with at least a 10 ton vibrating roller. (Approximately 175 cubic yards combined). Purchase and properly apply 3 inches of 1½ inch minus processed surface gravel, properly grade to a ½ inch cross slope and compact with at least a 10 ton vibrating roller. (Approximately 30 cubic yards combined)
 - G) Purchase and place 2 inches of 19 mm hot mix asphalt on both sides, combined 360 feet in length by 14 feet in width. (Approximately 31 tons combined)
 - H) All hot mix pavement placement shall follow the MDOT Standard Specification (November 2014 Edition, Section 401 Hot Asphalt Pavement) where applicable. The contractor shall

provide truck weight slips and the mix design of the hot mix to Somerset County and The Forks Plantation.

- I) All shoulders shall be brought up to pavement approximately 3 feet in width.
- J) All driveways and intersecting roads will be brought up to the road elevation.
- K) Any additional (incidental) work approved by The Forks Plt. or Somerset County shall be done on a time and material basis.
- L) The Contractor shall Dig Safe the project, clean and slope all ditches so as to provide proper drainage off, out of and away from the road.
- M) The Contractor shall be responsible for establishing center line, setting side grade stakes at 50 foot intervals, traffic control, proper signage and dust control.
- N) The 3 inch minus base gravel used shall meet the following gradation:

3" sieve 95 – 100%
2" sieve 30 – 65%
1" sieve 15 – 30%
#200 sieve 0 – 5%

The 1½ inch minus surface gravel shall meet the following gradation:

1½" sieve 95 – 100%
½" sieve 30 – 65%
#200 sieve 0 – 7%

Work shall be done between July 9, 2018 and September 21, 2018

Prebid meeting will be held on February 6, 2018 at 3:00 PM at The Forks Plantation Town Office, located at 2621 US Rte. 201, The Forks Plantation.

Proposals are due in a sealed envelope by March 20, 2018, mailed to:

The Forks Plantation
Attn.: Lake Moxie Rd Project Bid
P. O. Box 77
West Forks, ME 04985

Contractor Agreement

1. Independent Contractor: Throughout the performance of this project you are acting as an independent contractor and not as an officer, employee or agent of The Forks Plantation or

County of Somerset. Additional personnel needed by you to fulfill your duties under this project shall be employed or retained by you, and you are solely responsible for complying with all applicable state and federal laws including but not limited to workers compensation law, employment security law and minimum wage law. As an independent contractor, you are responsible for maintaining your vehicle and equipment in a safe and legal condition.

2. Insurance: The contractor awarded the project agrees to maintain, throughout the term of the project, a minimum of \$4,000,000 for liability coverage and sufficient coverage for automobile insurance until the work is completed and accepted by The Forks Plt. and County Commissioners. This shall include coverage for personal injury, death and property damages resulting from your acts or omissions in the performance of this contract. You further agree to furnish the County Commissioners with certificate of insurance within ten (10) working days after receipt of notice of acceptance. The Contractor agrees to name The Forks and Somerset County as an additional insured on all applicable insurance policies.
3. Bonding: Pursuant to MRSA Title 14§871 (3), if the contracted amount is over \$100,000, the contractor is required to furnish a progressive payment and performance bond satisfactory to The Forks and Somerset County in the sum of 100% of the contract price. The Plantation Assessors and County Commissioners are authorized to set reasonable standards to insure the best interest of The Forks and Somerset County.
4. Warranties: The contractor guarantees that the work to be done under this project and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws for a period of one year from date of completion.
5. Indemnification: The Contractor agree to hold The Forks and Somerset County harmless from any claim for death, injury, property damage or other loss which may result from the Contractor's acts or omissions in the performance of the contract. In the event that such claim is made against the County, the Contractor will pay any legal fees incurred to defend The Forks Plt. and Somerset County, and the Contractor will pay any amount (indemnify) for which we are held liable.
6. Bills and Claims: As an independent contractor, you are responsible for all bills and claims for labor, material, equipment, fuel and other items which are incurred in the performance of this contract. The County of Somerset will not pay such bills or claims.
7. Assignment: The Contractor may not sell, transfer or otherwise assign duties under this project to any other person or entity without the written consent of The Forks Assessors and Somerset County Commissioners.
8. Supervision and Control: As an independent contractor, you have the right and duty to supervise your own employees, agents and equipment. The County Commissioners and / or their designee have the right to inspect your activities under this project and will notify you of problems, inadequacies or non-performance.
9. Payment: The project payment will be paid in full after the project's completion, work done approved by the Somerset County Road Consultant and the project invoice received by Somerset County.

10. Breach of Contract: If you fail to perform according to the terms of this contract in the time and matter specified, that failure is a breach of contract. In the event of a breach, The Forks Plt. and the County of Somerset shall provide you with a written notice stating the nature of the breach and the amount of time you have to perform or complete the work. In the event that you are unable or unwilling to perform your duties in the time stated in the notice, The Forks Plt. Assessors and the County Commissioners have the following options:

- Terminate the Contract: We may terminate this contract by sending you a written notice of the reason for termination. You will be paid for all work which is satisfactorily done by that time, but the remainder of the money due under this contract may be used to hire another contractor to perform the work.
- Substitution: We may hire a substitute contractor to perform your duties for any period of time we deem necessary. This substitute will be paid with the money due to you (but unearned) according to the payment terms established (See Section 9).
- Other Remedies: We may also seek any other legal or equitable remedy available to enforce this contract. In the event that we bring suit against you to enforce this contract, and prevail on our claim, you will reimburse our costs and attorney fees incurred in that action.

11. Termination by Mutual Agreement: The Parties may agree in writing to terminate this contract by mutual consent of The Forks Assessors and the County Commissioners.

12. Asphalt and Fuel Oil Escalator: The prices are based on a regional wholesale liquid asphalt price of \$422.50 per liquid ton. Any price change up or down will be reflected in the cost per ton price of the HMA for the period in which it was placed and calculated by taking the dollar per liquid ton increase/ decrease by the percent of asphalt in the respective mixes. Fuel oil for the HMA plant is based on a unit price of \$2.924 per gallon times two gallons per ton and would be adjusted as necessary based on confirmation from our vendors invoice for that period.