

**BID PROPOSAL
HUNTER ROAD CULVERT REPLACEMENT
FREEPORT, MAINE
REQUEST FOR PROPOSAL 2017-3**

1. RECEIPT OF BIDS

The Town of Freeport will receive sealed Bids, clearly marked and addressed to: Bid for Hunter Road Culvert Replacement, Request for Proposal 2017-3, c/o Freeport Town Engineer, 30 Main Street, Freeport, Maine 04032 until 11:00 am prevailing local time on Tuesday, June 20, 2017, at which time the Bids will be publicly opened and read aloud.

2. PROJECT and SCHEDULE

The project shall consist of all work necessary to replace an existing culvert with a larger one, as described in the Bid Documents, which consist of this Request for Proposal (RFP) and Attachments. The Contractor may begin work after a contract is signed, estimated to be within 30 days of bid opening. The Contractor shall complete the work by October 1, 2017.

3. CERTIFIED CHECK OR SURETY

A certified check or bank draft payable to the Town of Freeport, or a satisfactory Surety Bond executed by the Bidder and a Surety Company in the amount equal to five percent (5%) of the total base bid price, shall be submitted with the Bid.

4. BID FORM

The Bids shall be made on the required Bid Form. All blank spaces for Bid prices shall be completed in ink or typewriter. The Bid price for each item must be stated in words and numerals; in case of conflict, words will take precedence.

5. AWARD OF CONTRACT

The Town of Freeport reserves the right to reject any or all Bids and to waive any irregularities in this bidding process.

6. CONTRACT DOCUMENTS

The selected Bidder will be expected to enter into a contract agreement in a form acceptable to both the Town and the Contractor. The Agreement will reference this Request for Proposal, Attachments, and the submitted Bid Proposal.

The selected Bidder will be expected to execute the Contract within ten (10) days after the notice of award. Failure or neglect to do so shall constitute a breach of the Agreement made by acceptance of the Proposal. The damages to the Town for such breach shall include loss from the delay in the construction program and related costs. The amount of the certified check or Surety Bond accompanying the Proposal will be retained by the Town as liquidated damages for such breach, and the Town's acceptance of the Bid Proposal shall be null and void.

7. INSURANCE AND BONDS

The Contractor shall provide the following insurance and bonds for the project.

Commercial General Liability Insurance:

- Each occurrence limit: \$500,000
- General Aggregate: \$1,000,000
- Products/ Completed Operations Aggregate: \$1,000,000 to be maintained for one year after Final Completion
- Personal and Advertising Injury limit: \$500,000

**BID PROPOSAL
HUNTER ROAD CULVERT REPLACEMENT
FREEPORT, MAINE
REQUEST FOR PROPOSAL 2017-3**

Comprehensive Automobile Liability Insurance:

- Combined Single Limit and Property Damage: \$1,000,000
- Bodily Injury \$500,000 each person
- Bodily Injury \$500,000 each occurrence
- Property Damage \$500,000 each occurrence

Workers' Compensation Insurance:

Submit evidence of current Workers' Compensation coverage for the project duration, or an approved Application for Predetermination of Independent Contractor Status. Sole Proprietor's can apply for an "Application for Predetermination of Independent Contractor Status to Establish a Rebuttable Presumption" through the Maine Workers' Compensation Board (207) 287-3751.

Performance and Payment Bonds:

The successful bidder must furnish within 10 calendar days after the Notice of Award 2 copies of the signed Agreement, 100% Performance Bond, 100% Payment Bond, Insurance Policy, and begin execution of this contract within 10 calendar days following the Notice to Proceed. The General Contractor shall be responsible for the full amount the 100% Performance Bond and the 100% Payment Bonds. Combining bonds of subcontractors is not acceptable. The successful Bidder shall be required to furnish the necessary Insurance Certificates prior to start of construction.

8. PAYMENT PROVISIONS

Retainage on progress payments shall be ten (10) percent until the work is 50 percent complete, and then no more retainage will be held on progress payments. The Town may hold a retainage of two (2) percent of the final construction cost for one year after final completion, during the warranty period.

9. BASIS OF BID

Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with the foregoing provisions and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

10. ATTACHMENTS

The following items are attached and made a part of the Bid Documents:

- Bid Proposal
- Project Description and Supplemental Specifications
- Hunter Road Culvert Replacement Plans

**BID PROPOSAL
HUNTER ROAD CULVERT REPLACEMENT
FREEPORT, MAINE
RFP 2017-3**

Town of Freeport
30 Main Street
Freeport, ME 04032

The undersigned as Bidder declares that they have familiarized themselves with the proposed construction project and the conditions under which it must be constructed; that they have carefully examined the Bid Documents, which they understand and accept as sufficient for the purpose; and agree that they will contract with the Town of Freeport and furnish all labor and materials and will do the work as specified and prescribed and that they will accept in full payment, therefore, the following lump sum price.

All entries in the Bid must be made clearly in ink or typewritten; prices bid must be written in both words and numerals.

ITEM NO.	ITEM	UNIT	Unit Price (In Words & Figures)	Quantity	Amount
1.0	Installation of replacement culvert in Hunter Road and incidental work	LS	\$ (value in figures)	1	\$

(value in words)

**BID PROPOSAL
HUNTER ROAD CULVERT REPLACEMENT
FREEPORT, MAINE
RFP 2017-3**

The undersigned agrees to furnish the bonds and insurance certificates within ten (10) days after formal acceptance of the Bid by the Town of Freeport, OWNER. The bonds and insurance certificates must be furnished prior to formal execution of the Contract by the OWNER.

The CONTRACTOR will be required to begin the work within 21 days of the Notice to Proceed. The Contractor shall complete the work by October 1, 2017.

The undersigned agrees that the OWNER may retain liquidated damages in the amount of five hundred dollars (\$500.00) per day to cover overhead and administrative costs for each day in excess of the contract time above that the work remains incomplete.

The undersigned acknowledges the receipt of the following Addenda:

_____ Date: _____

_____ Date: _____

Signed: _____ Witness: _____

Date: _____ Date: _____

Title: _____

Company or Business: _____

Address: _____

Telephone: _____

**BID PROPOSAL
HUNTER ROAD CULVERT REPLACEMENT
FREEPORT, MAINE
REQUEST FOR PROPOSAL 2017-3**

PROJECT DESCRIPTION AND SUPPLEMENTAL SPECIFICATIONS

The Contractor shall furnish all materials, labor, tools, equipment, and supervision necessary for furnishing and installing the work required for this project. The work shall be performed in accordance with the Maine Department of Transportation Standard Specifications, latest edition, except as modified by these Supplemental Specifications. The Town of Freeport will be the OWNER, and will be substituted for the Department of Transportation in the Standard Specifications for this contract.

The culvert replacement project is located on Hunter Road, approximately 2,300 feet (0.44 miles) northwest of the railway crossing. The existing culvert is a 36 inch diameter reinforced concrete pipe (RCP), approximately 80 feet long, and will be removed and disposed of by the Contractor. All pieces of asphalt pavement larger than 6 inches dimension shall be removed; pieces smaller than 6 inches may be used as embankment fill. The existing guard rails within the work area will need to be removed and reset on the new fill embankment.

Hunter Road will remain closed for the duration of the project. The Contractor shall maintain 2 sets of 'Road Closed' signs and barricades to prevent access to the work area by the public.

After the new embankment is completed, the road shall be built and paved. The length of the guard rail to be reset and the length of road construction will all be determined by the Contractor's means and methods of construction, including the excavation and shoring for installation of the replacement culvert.

Install 12 inch riprap on the embankment slopes. The existing riprap material may be stockpiled and reused as much as desired.

The Contractor shall take all necessary measures to manage water in the stream, and in the work area. Erosion and sedimentation controls shall be provided prior to the start of construction, and maintained during construction, as described in Maine Erosion and Sediment Control Practices Field Guide for Contractors, Revision 2014, by the Maine DEP.

The project schedule and layout by the Contractor shall be approved by the Town prior to construction. The project shall start as soon as possible, and shall be completed no later than October 1, 2017.

The Town is exempt from NRPA permitting for this project under 38 MRSA 480-Q(9). The work shall employ erosion control measures to prevent sedimentation of surface water. The culvert shall be installed so as not to block fish passage.

The width of the trench shall meet the minimum requirement stated below, with the actual trench width, the amount of embankment removal and reconstruction, and the length of road construction all to be determined by the Contractor's means and methods of construction, including the excavation and shoring for installation of the replacement culvert.

Existing rip-rap stone on the embankment slopes may be stockpiled and reused. Rip-rap shall be placed on a geotextile fabric meeting MDOT 722.03 Class 1. All disturbed slope surfaces not stabilized with rip-rap shall be stabilized with 6" topsoil, seed (MDOT 717.03, Mixture #2), and

**BID PROPOSAL
HUNTER ROAD CULVERT REPLACEMENT
FREEPORT, MAINE
REQUEST FOR PROPOSAL 2017-3**

erosion control blanket (MDOT 717.061). Use rip-rap stone on geotextile fabric where slopes are 3:1 or steeper.

Trench Construction/ Pipe backfill:

The backfill shall be placed for the full width of the trench or open excavation. The crushed stone footing bed shall be placed to a minimum depth of 12 inches below the concrete footer blocks. The backfill material around and 12 inches above the concrete pipe arch shall consist of Granular Borrow, Maine DOT Spec 703.19. The backfill shall be placed and compacted in layers not to exceed 9" thick, compacted to a minimum of 92 percent of maximum density as determined by ASTM D698. The backfill placement shall obtain complete compaction evenly on each side of the pipe. The fill material from 12" above the pipe to the bottom of the aggregate subbase shall be Common Borrow, Maine DOT Spec 703.18.

The road surface and shoulders shall be constructed with 18" of Aggregate Base Course, MDOT 703.06 (c) Type D, and 3.0" of Aggregate Base Course, MDOT 703.06 (a) Type A. The shoulder surface shall consist of 4.5" of reclaimed asphalt material or Type A Aggregate, as approved. The road surface shall consist of 1.5" of surface Hot Mix Asphalt 9.5 mm over 3.0" of Hot Mix Asphalt binder 19.5 mm for the width of the adjacent pavement. The existing asphalt pavement beyond the edges of the trench shall be cut straight, and tack coat shall be applied immediately prior to paving. The surface pavement course shall overlap the binder course for 12" by milling the existing pavement 1.5" deep.

The lump sum bid price will be considered full compensation for the satisfactory completion of all work, including contract administration, and any incidental items, unless otherwise noted.