

INVITATION TO BID ON TOWN PAVING PROJECTS

Offers shall be clearly labeled “Paving Bid” and submitted to:

Town of Madison

Paving Bid

Attn: Jeff Wright, Road Commissioner

26 Weston Ave

Madison, ME 04950

highway@madisonmaine.com

Bids due:

3 00 pm August 7th 2026

Open on:

3 00 pm August 10th 2026

SECTION I

Town of Madison Estimated Tonnage

Location	Distance	Shim	Overlay	Estimated Tons
Clifton St.	1,360ft x20ft	½”	1”	
Merriman	800ft x 21ft	½”	1”	
	There is a 200ft x 4ft swale that will need to be paved		2”	
	The Town will remove old pavement and grade.			

SECTION II

A. Description of Course

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways, sidewalks and parking lots as proposed in SECTION I. All work shall be constructed as outlined in this contract and as directed by the Municipal Representative.

B. Project Descriptions

Listed under Section I, estimated tonnage on cover sheet

C. Equipment Requirements

1. All hauling equipment used on the project will meet the requirements of the most recent edition of MDOT Supplemental Specifications, section 401.08
2. All pavers used on the project will meet the requirements of the most recent edition of the MDOT Supplemental Specifications, section 401.09
3. All rollers used on the project will meet the requirements of the most recent edition of the MDOT Supplemental Specifications, section 401.10

D. Plant Requirements

1. Batch and drum plants used to produce mix for this project shall meet the requirements of the most recent edition of the MDOT Supplemental Specifications, section 401.07
2. The automation of batching shall meet the requirements of the most recent edition of the MDOT Supplemental Specifications, section 401.072
3. At automatic mixing plants, automatic tickets shall be printed which meet MDOT Supplemental Specifications, section 401.073

E. Materials

1. The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs.

The contractor shall submit, for the Municipal Representative's approval, a current job mixes formula (JMF). The JMF's shall be reviewed and approved by the Municipal Representative or an independent testing agency prior to submittal. All JMF's will be required to accompany the bid form.

The job mix formula shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

F. Construction

1. All driveway and roadway intersections will be ground prior to placement of pavement and the butt joint will be utilized to match with existing pavement as specified by the Municipal Representative. Any driveway that is lower than the street shall have a berm installed so as to prevent surface water from entering the driveway. For drives, sidewalks, island and other incidental handwork off the traveled way, commercial "D" mix may be used.
2. The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 45°F and rising, and all paving will be completed by November 1st.
3. All existing paved surfaces to be newly paved shall be thoroughly cleaned and dry and shall be tack coated prior to placement at a minimum rate of .025 gal/sq. Yd. In addition, any manholes or catch basins will be adjusted by the Anson/Madison Sanitary District. All paving operations shall cease when the surface to repave is wet.
4. All traffic control will be provided by the contractor and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
5. All mixing, spreading, finishing, and compacting and constructing joints shall meet MDOT Supplemental Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.
6. Full Depth Recycled pavement with bituminous stabilizer

All MS2 work will adhere to the latest M.D.O.T. specifications as outline in Special Provision Section 308.

G. Testing

All materials and every detail of work will be subject to inspection by the Municipal Representative. The Municipal Representative shall be allowed access to all parts of the work. The Municipal Representative shall also have the right to inspect and test, at the Municipality's expense, by the following methods:

1. Pavement Samples

- a. Core samples for density testing will be taken in accordance with AASHTO procedures every 1000 tons.
- b. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.
- c. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MDOT Supplemental Specifications.
- d. Upon demand from the Municipal Representative, the Contractor must supply a ten-foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MDOT Supplemental Specifications.

2. Acceptance

- a. If the Municipal Representative requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the Municipal Representative, the removing and replacing of the covering or making good the parts removed will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removing and the replacing of the material will be at the Contractor's expense.

ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY AN AUTHORIZED MUNICIPAL REPRESENTATIVE MAY BE ORDERED REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE MUNICIPAL REPRESENTATIVE FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.

H. Miscellaneous

1. Pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Municipal Representative will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence or pre-inspection of a site.

2. Right to change or additional work

The municipality reserves the right to submit change orders in writing to the Contractor. In that event, the municipality will negotiate with the Contractor to determine the new costs.

3. Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

4. Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish, to the municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may, in the discretion of the municipality, result in termination of the Contract.

5. Warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. The warranty shall be for a period of one year from the date of completion.

6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Municipality, and their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

7. Acceptance period

The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.

8. Notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

9. Rejection of offers

a. The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

b. All work is contingent upon annual town meeting approval.

10. Pre-bid conference

At the discretion of the municipal representative a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

11. Payment- bid guarantee

The Municipal Representative shall make payment in full after completion, inspection and acceptance of work. If any unacceptable work has been performed 10% of bid will be withheld and will be issued after correction has been approved.

SPECIAL PROVISION

PAYMENT

(Asphalt Escalator)

The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, and traffic control, and final cleanup. Price Adjustment for Hot Mix Asphalt: For this contract with hot mix asphalt a price adjustment for performance graded binder will be made for the following pay items:

Item 403.209 Hot Mix Asphalt – 9.5 mm (sidewalks, drives, & incidentals)

Item 403.210 Hot Mix Asphalt – 9.5 mm

Item 403.211 Hot Mix Asphalt – Shim

Item 403.213 Hot Mix Asphalt – 12.5mm (base & intermediate course)

Item 403.207 Hot Mix Asphalt – 19 mm

Price adjustments will be based on variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.209 6.2%

Item 403.210 6.2%

Item 403.211 6.2%

Item 403.213 5.6%

Item 403.207 5.2%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each week work is performed.

Price Base: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Town by using the average New England Selling Price, listed in the Asphalt

Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

SECTION III

BID FORMS

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of communities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) and Workers Comp. insurance, which is in force and shall remain in force during the term of this contract.
3. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
- 4. All attached prices quoted shall be firm for the term of this contract.**

Company Name: _____

Address: _____

Telephone: _____

Printed Name: _____

Title of Owner: _____

Authorized Individual: _____

Signature: _____