

## City of Bath Street Paving – 2024/2025

The City of Bath is seeking bids for various paving treatments of city streets and sidewalks to be conducted between July 1, 2024 and June 30, 2025. Sealed bids clearly marked “City of Bath 2024/2025 Paving” will be accepted by the City at the City Clerk’s office, 55 Front Street, Bath, 04530 until 2:00 p.m. on July 15, 2024, at which time they will be publicly opened and read aloud.

Following are the estimated road resurfacing needs of the City for the period of this bid. Bidders who need more information as to the scope of work, either individually or collectively, must contact the municipality. It is understood and agreed that the stated dimensions are nominal, actual needs may vary, and the Contractor shall perform the work actually needed at the prices bid. A municipal representative will review the requirements for each street with a representative of the Contractor before work begins.

The work shall include removal of existing asphalt pavement by cold-planing (milling) or reclaiming and the placement of new hot mix asphalt (HMA) pavement, or shim and overlay of existing pavement.

This will consist of one or several of the following:

- Rough and Fine Grade Base Gravel
- Base Course (19 mm): 2.5-inch thickness
- Surface Course (12.5 mm): 1.5-inch thickness
- Shim (9.75 mm) – nominal 0.5-inch thickness
- Cold-Plane existing asphalt pavement
- Reclaim existing asphalt pavement

### **Project Streets:**

1. Court Street (Full length - 2,100 ft. x 27 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA. Remove 2-3-inches additional existing pavement via cold-planing for approximately 350-feet. Base and surface HMA to match other work on Court St.
2. North Bath Road (1,500 ft. x 21 ft.): Remove existing pavement and mix with base material via reclaiming; grade and add/remove material as necessary; Place 3-inches 12.5 mm HMA in two lifts.
3. High Street (South of Bridge Street – 3,900 ft. x 24 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA.
4. Drummond Point (Full length - 635 ft. x 16 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA.
5. Mast Landing (Full length - 560 ft. x 17 ft.): Grade base material to be placed by others; Pave base course of 1 ½ - inches with 19 mm HMA; Pave surface course with 1 ½ - inches 12.5 mm HMA.
6. Cummings Street (Full length - 265 ft. x 14 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA.

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7. Winter Street (High to Middle - 300 ft. x 21 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA.
8. Winter Street Court (Full length - 185 ft. x 14 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA.
9. Middle Street (Centre to North – 2,400 ft. x 24 ft.): Remove 2-inches of existing pavement via cold-planing; shim to establish crown and cross-slope with 9.5 mm HMA; Surface with 1 ½ - inches 12.5 mm HMA.
10. Marshall Street (Intersection with Goddard - 50 ft. x 50 ft.): Grade base material to be placed by others; Pave base course of 2 - inches with 19 mm HMA; Pave surface course with 2 - inches 12.5 mm HMA.

Measurements provided are approximate and not guaranteed. The owner and contractor will review each street and agree on the extent and dimensions of the areas to be paved, prior to the start of paving.

This work shall be constructed in accordance with the “Standard Specifications” of the State of Maine, Department of Transportation, dated November 2020. All bidders shall **include with the bid form** a current MDOT approved job-mix formula for each mixture to be supplied to the project. All pavers, wheel loaders, and pneumatic tire or approved vibratory-type rollers shall meet the MDOT requirements of section 401. Inspection of the work may include on-site mix temperature reading and removal and analysis of pavement cores to inspect finished pavement thickness and compaction. The cost of testing will be covered by the owner. If a test fails and the owner must implement additional testing, the cost of any additional tests will be covered by the contractor.

The unit price bid shall include all necessary work required to provide a complete project. Incidental items of work shall include, but not be limited to, mobilization, sweeping and cleaning, tack coat application, temporary pavement markers, and traffic control. Invoices submitted shall include the breakdown of the pavement tonnage placed per street paved.

The work shall be completed by June 30, 2025, unless written authorization extends the completion date. The contractor shall coordinate with the city prior to scheduling paving. The work may be started in summer/fall 2024 and continued in spring 2025 as early as the seasonal weather allows. Work on any specific street is to be continued with diligent regularity until its completion within the time limit specified. A minimum of 50% of the work, measured by area, shall be completed in fall 2024.

Note on Reclaimed Roads: Grading of reclaimed base material shall include rough and fine grading. Grading shall be completed such that the finished surface of the new pavement is at approximately the same grades as the existing road surface. Contractor shall add or remove base material as necessary to achieve intended grades. All base material removed shall be delivered to the Bath Public Works Department storage area on Oak Grove Avenue.

All surfaces to be paved shall be swept clean prior to paving. Tack coat shall be applied to all existing surfaces to be paved, including the exposed edges of milled areas. Spilled asphalt mix shall be removed from the work area following completion of the paving.

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The quantity of bituminous pavement to be paid shall consist of the actual number of tons placed to pave the areas agreed upon in the field. Tonnage tickets shall be provided to the city. Any discrepancy in the tonnage placed will be determined by field measurements, the depth of proposed thickness and converting the weight by using 0.055 tons per square yard per inch of thickness.

Traffic control is expected and should be included in the unit prices.

Butt-joint milling shall be included at the beginning or end of the stretch of paving, and at every street intersection. If the contractor anticipates more than a week between paving base/shim and surface courses on any individual road, the milled butt joints shall be ramped with temporary asphalt. Asphalt ramps will be removed prior to surface paving.

The City will adjust existing storm drain and/or sewer frames & covers in coordination with the contractor's paving schedule. The Bath Water District will adjust water-related infrastructure in coordination with the contractor.

The City reserves the right to reject any or all bids should it be deemed in the best interest of the City to do so. The decision of the Public Works Director as to reasonable compliance with these specifications and guarantee shall be final.

The low bidder shall be required to provide contact references for three recent projects.

The City of Bath reserves the right to eliminate or add paving to the proposed contract with no change in unit price.

Provide bid prices in the format below.

Upon bid opening, the Public Works Department will make a contract award recommendation to the Bath City Manager and City Council. The City Council is required to accept the bid and approve the contract prior to contract execution. It is anticipated the question will be put to the Council for its approval on August 7, 2024. If the council approves the contract, the bidders will be notified, and a contract will be executed. Bidders shall be aware of this timeline and bid prices shall be valid (with HMA prices adjusted as per escalator) through September 1, 2024.

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### Asphalt Escalator

A price adjustment for performance graded binder will be made for the following pay items:

- Item 1 – Surface Course
- Item 2 – Shim Course
- Item 6 – 9.5 mm HMA for Sidewalks
- Item 7 – Hand Placed HMA

Price adjustments will be based on the 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 1 Surface 12.5 mm – 5.6%
- Item 2 Shim – 6.2%
- Items 6 & 7 Sidewalk and hand-placed – 6.2%

**Hot Mix Asphalt:** The quantity of hot mix asphalt will be determined from the quantity shown on the payment requisition for each pay period.

**Base Price:** 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 (Excluding the Connecticut market area), as listed in the Asphalt Weekly Monitor.

**Period Price:** The period price of performance graded binder will be determined by the City by using the average New England Selling Price (Excluding the Connecticut market area), 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.

The contractor shall provide copies of published industry information relevant to and in support of the adjustment calculations and submit written calculations to the City demonstrating how the price of the asphalt items have changed, either up or down, over the project period.

**Bid Items: 2024/2025 Bath City Streets**

Item 1 - Surface Course – est. 2,500 T:	\$ _____/T	\$ _____ Total
Item 2 – Base Course – est. 400 T:	\$ _____/T	\$ _____ Total
Item 3 - Shim Course – est. 705 T:	\$ _____/T	\$ _____ Total
Item 4 – Cold-Plane Pavement – est. 25,650 SY:	\$ _____/SY	\$ _____ Total
Item 5 – Joint Milling – est. 300 SY:	\$ _____/SY	\$ _____ Total
Item 6 – Reclaim Pavement – est. 3,500 SY:	\$ _____/SY	\$ _____ Total
Item 7 – Hand Placed 9.5 mm HMA – est. 50 T	\$ _____/T	\$ _____ Total

Project Total \$ \_\_\_\_\_ Total

**Attach current MDOT approved job-mix formula for each mixture to be supplied.**

Bids must be submitted by 2:00 PM July 15, 2024

Send or hand deliver bid marked “City of Bath 2024/2025 Paving” to:

Bath City Clerk  
55 Front Street  
Bath, ME 04530

Signed: \_\_\_\_\_ (authorized representative)

Print Name: \_\_\_\_\_ Company: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Fax: \_\_\_\_\_

# Bath 2024/2025 Paving Bid

## AGREEMENT Bath 2024/2025 Paving

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF BATH, a municipal corporation, with its principal offices in Bath, in the County of Sagadahoc, and State of Maine, (hereinafter referred to as "City"), and \_\_\_\_\_, a corporation with an office in the City of \_\_\_\_\_, in the County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Contractor").

In consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Scope of Services. The Contractor shall furnish all of the services, materials and perform all of the work as described in the Scope of Services, which Scope of Services is attached hereto as Exhibit A and made a part hereof (hereinafter, referred to as the "Services"), and the Contractor covenants that it shall do everything required by this Agreement and the Scope of Services in return for payment as provided herein.

Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all Services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services. Deficiencies are defined as willful or negligent acts that affect completion of the Services developed and provided hereunder, or willful or negligent non-assignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

Approval by the City of Services furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Contractor shall remain liable in accordance with applicable law for all damages to City caused by the Contractor's willfully negligent performance of any of the Services furnished under this Agreement.

2. Period of Service. Execution of this Agreement shall be considered a Notice to Proceed and shall authorize Contractor to commence the services to be provided hereunder. Such services shall be completed within a schedule deemed mutually acceptable by both of the parties.

3. Independent Contractor. Throughout the performance of this Agreement, the Contractor is acting in independent capacity and not as an officer, employee or agent of the City. Additional personnel needed to the Contractor's duties under this Agreement shall be employed or retained by said Contractor, and is 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 and hours laws. Contractor is also responsible for maintaining its vehicles and equipment in a safe and legal condition.

4. Contract Price. The City shall pay the Contractor for the performance of \_\_\_\_\_ under this Agreement a fee of \$ \_\_\_\_\_. The Contractor shall submit for City's Approval, monthly invoices for the Services performed hereunder in the previous month. The City shall pay Contractor such approved amounts within thirty (30) days from City's receipt of said invoice. Payments due and unpaid thirty (30) days after submission shall bear interest from that date at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

5. Guarantee. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field.

6. Permits and Licenses. Not applicable.

7. City's Right to Terminate Agreement. Without prejudice to any other right or remedy, the City may terminate this Agreement for cause by providing the Contractor with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the Contractor as a bankrupt; the making of a general assignment by the Contractor for the benefit of its creditors; the appointment of a receiver because of the Contractor's insolvency; the Contractor's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials to perform the Services; the Contractor's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the Contractor's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the City may finish the Services by whatever method it may deem expedient. In the event of any termination, the City will pay Contractor for all services rendered to the date of termination, all reimbursable expenses, and all reimbursable termination expenses.

8. Insurance.

A. General. Each policy of insurance required by this Agreement shall contain a provision endorsed to Bath that the insurance provided therein may not be canceled or restricted without Thirty (30) days prior written notice to the City.

The Contractor shall provide the City, if requested, certificates satisfactory to the City concerning the effectiveness and the specific terms of the insurance required by this Agreement. Failure to provide and continue in force any insurance required by this Agreement shall be deemed a material breach of this Agreement for which the City, at its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

B. Worker's Compensation and Other Insurance. The Contractor shall carry insurance furnishing benefits in accordance with the State of Maine General Laws or such other worker's compensation requirement as may pertain. The Contractor shall carry insurance coverage for employer's liability, general liability, including broad form coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and automobile liability in an amount of not less than One Million Dollars (\$1,000,000).

Nothing herein shall be deemed as a waiver of any immunity enjoyed by the City pursuant to the Maine Tort Claims Act, 14 M.R.S.A. Section 8101 *et seq.*

9. Indemnification. The Contractor, at its expense, shall indemnify and hold harmless the City, its

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members, officers and employees, from and against all claims, causes of action, suits, losses, damages and expenses, including attorney's fees, arising out of or resulting from negligent acts, errors or omissions or breach of contractual duties to the City by Contractor and anyone employed by it (including sub-contractors and their employees) in performance of this Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the City which would otherwise exist. The City shall give Contractor prompt and timely notice of any claims, threatened or made, or suit instituted against it, which could result in a claim for indemnification, hereunder, provided, however, that lack of such notice shall not be a waiver of Contractor's indemnification of the City. The City shall cooperate with Contractor in the defense of such a claim.

10. Liens. Not applicable.

11. Assignment. Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any prior moneys due or to become due to it hereunder, without previous written consent of the City.

12. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the City. The Contractor agrees that it is fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

13. Use of the Premises. Not applicable.

14. Cleaning Up. Not applicable.

15. Force Majeure. Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited, to strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

16. Notices. Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO CITY

Lee Leiner, P.E., Public Works Director  
City of Bath  
55 Front St  
Bath ME 04530

TO CONTRACTOR

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17. Controlling Laws. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

18. Nondiscrimination. The Contractor, in the performance of its assigned tasks under the terms and conditions of this Agreement, shall not discriminate against any employee or applicant for employment because



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of race, color, creed, national origin, ancestry, age, sex, or handicap status. The Contractor, in performance of the tasks under the terms and conditions of this Agreement, shall not discriminate in its relationship with, hiring of, or other contact with subconsultants or suppliers because of race, color, creed, national origin, ancestry, age, sex or handicap status.

19. Extent of Agreement. This Agreement (and Request for Bids, and Contractor's Bid Response) represent(s) the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor.

20. Severability. If any part of this Contract is declared by a Court to be void or unenforceable, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF BATH

\_\_\_\_\_  
By: Marc Meyers  
Its: City Manager

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By:  
Its: