



EARTHMOVERS / GENERAL CONTRACTING / DEVELOPERS

# Proposal

## GENDRON & GENDRON

P.O. Box 1913  
Lewiston, Maine 04241-1913  
TEL 207-782-7372  
FAX 207-782-7308

06/05/25  
Town of Hebron Maine  
c/o Butch Asselin  
351 Paris Road  
Hebron, ME 04238

RE: Road Paving 2025 Proposal

### SCOPE OF WORK

Gendron And Gendron proposes to complete the following scope of work:

<u>ITEM:</u>	<u>QUANTITY:</u>	<u>UNIT COST:</u>	<u>TOTAL:</u>
Sweeping	1 LUMP SUM	\$900.00	\$900.00
Shim Course 9.5mm	775 TONS	\$95.00/TON	\$73,625.00
Surface Course 9.5mm	1300 TONS	\$93.00/TON	\$119,970.00
Grinding Butt Joints	135 SY	\$11.00/SY	\$1,485.00
Bituminous Tack Coat	1,705 GAL	\$8.00/GAL	\$13,640.00
Handwork Paving	5 TONS	\$365.00/TON	\$1,825.00

**TOTAL: \$211,445.00**

The above pricing is based on MDOT Asphalt Escalation: **BASE PRICE 06/02/25 = \$645.00/Ton**

108.4.1 Price Adjustment for Hot Mix Asphalt: For all Contracts with hot mix asphalt, a price adjustment for performance graded binder will be made.

Please note that the pricing listed above **DOES NOT** include application or removal of pavement marking paint, fine grading, shoulder gravel installation, loam & seeding, laboratory testing/analysis, or third-party QA/QC unless otherwise noted.

This proposal is valid for a period of 30 days.

**Payment terms: Net 30 Days**

Sincerely,

Tobias Farnsworth  
**GENDRON & GENDRON**  
P.O. Box 1913  
Lewiston, Maine 04241-1913  
TEL 207-782-7372  
FAX 207-782-7308

## GENDRON & GENDRON

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified and agree to the terms and conditions listed on the following page(s) of this proposal. Payment will be made as outlined above.

Signature\_\_\_\_\_Date\_\_\_\_\_

**GENDRON & GENDRON**

## TERMS AND CONDITIONS

1. LIMITED WARRANTY AND LIMITATION OF LIABILITY – Gendron Corp dba Gendron & Gendron shall furnish all of the labor, materials, equipment, and services as are necessary for the proper performance of its work in accordance with the specifications set forth in the Contract. Gendron Corp hereby warrants that the materials and services offered shall conform to the specifications set forth in the Contract. If such material and services fail to conform to such specifications solely as a result of any labor, work and/or installation by Gendron Corp, Gendron Corp shall repair or replace the nonconforming materials or services. Gendron Corp must be given written notice of nonconformity by the Customer within seven (7) days of delivery of installation. If the Customer does not provide Gendron Corp with written notice of the nonconformity within seven (7) days of delivery of installation then Gendron Corp shall have no obligation to repair or replace any alleged nonconforming materials and/or services. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Gendron Corp, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Gendron Corp shall not be liable for any costs, expenses or damages to its work or the materials caused by acts of God, third parties not in control of Gendron Corp, or by matters otherwise beyond Gendron Corp's control. THERE EXISTS NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event, shall Gendron Corp be liable for any consequential, special, punitive, multiple, liquidated, or other similar damages. Customer agrees that any damages and/or liability by Gendron Corp, arising from this Contract are limited to either repair or replacement of the materials and/or work set forth in the Contract and the option to repair or replace is exclusively Gendron Corp's. Gendron Corp shall not be liable for any costs, expenses, attorneys' fees or damages caused by acts of God or by matters otherwise beyond Gendron Corp's control. In no event shall Customer withhold or offset any amounts claimed against Gendron Corp from amounts due Gendron Corp under this Contract. This limited warranty and the limits of liability shall be for the benefit of and shall limit any claim made by any guarantor or other surety of the Customer. Customer further agrees that he/she/it has relied on no representations, oral or written, other than as contained on the face of this Contract.
2. Payment for all work performed and materials supplied hereunder shall be made in accordance with the payment terms set forth in the quote from Gendron Corp to Customer. If payment is not received interest at the highest legal rate allowable under the laws of the jurisdiction in which this Contract is executed of 1-1/2% per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date payment is received including any collection costs, lien fees, and attorneys' fees. Any payments made shall be first applied against accrued interest. If Customer fails to pay any amount when due, Customer shall be liable for Gendron Corp's reasonable attorney's fees and costs of collection. Within 10 days of the acceptance of this Contract by Gendron Corp and in any event upon request prior to the completion of the Contract, Customer shall provide Gendron Corp with the complete name of the owner of the property and such other information reasonable necessary for Gendron Corp to give Notice of Contract and all other notices sufficient to effect a lien on the property. In addition, if there exists a bond for some or all the work covered by the Contract, Customer shall immediately provide Gendron Corp with a copy of such bond. In the event that the Customer does not make payment in full for all work performed and materials supplied under the terms of this Contract, the customer is hereby given notice that Gendron Corp shall exercise all of its rights, including, but not limited to, filing a claim under any bond available and/or filing a mechanics lien to attach the property that is the subject of this Contract, pursuant to applicable laws. Gendron Corp may immediately terminate its obligations under this or any other Proposal/Contract upon failure of Customer to comply with the terms of this Contract including, but not limited to, Customer's failure to make any payment when due under this Contract. In addition to other sums due under the Contract and provided elsewhere herein, Customer agrees to pay all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred by Gendron Corp in collection, enforcement or interpretation of this Contract.
3. It is understood and agreed that the Customer will indemnify and save Gendron Corp harmless to the fullest extent permitted by law from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred, in whole or in part, whether direct or indirect, on account of Customer's breach of the obligations and covenants in this Contract.
4. Any deviation from the specifications, any modifications of the terms of the Contract and any extra or incidental work or reductions, shall be negotiated and the Contract price adjusted accordingly.
5. Unless a time for the performance of the work under this Contract is specified, it shall be performed in the normal course of Gendron Corp's operating schedules. The Customer will provide Gendron Corp with a two-week prior written notice as to when the surface is fully prepared before commencing work. Gendron Corp shall not be liable for any delay or failure to undertake or complete the work for causes beyond its control, including by not limited to a fire, flood, weather or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Gendron Corp is involved directly or indirectly. If per order of the Customer Gendron Corp commences work and is interrupted or delayed by site conditions or act of omission by the Customer or anyone under its control, Gendron Corp will be reimbursed for all costs incurred by such delays.
6. Gendron Corp shall not be responsible for, and the Customer agrees to indemnify and hold Gendron Corp harmless to the fullest extent permitted by law, from any claims or liability resulting in whole or in part from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways or other improvements located within the work area or designated areas of access. It is further agreed that Gendron Corp shall not be responsible for any damage to or the deteriorations of any of the Customer's work, whether completed or in process, resulting from any cause beyond Gendron Corp's reasonable control, including but not limited to failure of subgrade, hazardous materials, failure or inadequacy of any labor or materials not furnished and installed by Gendron Corp whether or not such failure or inadequacy was or could have been known at the time Gendron Corp's work was undertaken.
7. During adverse weather conditions, Gendron Corp may review the project and reserves the option to refrain from performance. Gendron Corp at its sole discretion shall determine whether such adverse weather conditions exist and shall notify the Customer upon determining if such conditions exist. This Contract will be extended to such time as Gendron Corp determines that proper weather and site conditions do exist, without any liability for such delay. If Customer elects to have Gendron Corp perform the work during adverse conditions, such work will be performed at Customer's sole risk and Gendron Corp will not provide a guarantee or warranty on any of the work performed and Customer hereby waives any claim for damages and/or warranty claims for any work performed in accordance with this paragraph.
8. These terms and conditions together with the executed proposal constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, amount the parties with respect to the subject matter hereof, and, is not intended to confer upon any other persons any rights or remedies hereunder. All modification or amendments shall be accepted in writing by the parties or shall otherwise be without force or effect.
9. The laws of the State of Maine shall govern this Contract.
10. In case a provision of this Contract is held to be invalid, illegal, or unenforceable, the remaining provisions of this Contract shall remain in full force and effect and shall be considered valid and enforceable to the fullest extent possible.



# ASPHALT MIX DESIGN

## BASE JMN: PII-PO25-95FMTR

Mix Grading			Submittal	Submitted By	
HMA MIX-9.5MM (FINE-GRADED WITH 20% RAP)			3/21/2025	RICK CLOUTIER	
Plant	Plant No.	Make		Size	Type
PIKE INDUSTRIES - POLAND	724	ASTEC		400 TPH	DRUM

Approved MaineDOT Job Mix No.'s	Binder	1st Item No.	2nd Item No.	3rd Item No.	4th Item No.	5th Item No.
PII-PO25-95FMTR-64	PG64-28	403.210	403.2104	403.211	461.210	403.209
PII-PO25-95FMTR-ASW64	PG64-28	403.210	403.2104	403.211	461.210	403.209
PII-PO25-95FMTR-ASW64E	PG64E-28	403.2101	403.21041	403.2111	461.2101	403.209
PII-PO25-95FMTR-ASW70E	PG70E-28	403.2101	403.21041	403.2111	461.2101	403.209

MIX TYPE: F = fine-graded; C = coarse-graded; L = hydrated lime; M = fine micro-deval; R = contains RAP; T = thin lift mix; S = special areas mix; B = asphalt-rich base; UTB = ultra-thin bonded wearing course  
 ADDITIVE TYPE: ARGG = asphalt rubber gap-graded; AS = anti-strip; ASW = anti-strip & warm-mix; W = warm-mix

Binder	Binder Supplier	Start Date
PG64-28	PIKE INDUSTRIES - NEWINGTON, NH	3/26/2025
PG64E-28	COPIAM ASPHALT SOLUTIONS, LLC - HERMON	3/26/2025
PG70E-28	COPIAM ASPHALT SOLUTIONS, LLC - HERMON	3/26/2025

Additive	Use	Binder	Additive Supplier	%	HWT Approved?	Start Date
ZYCOTHERM SP	ANTI-STRIP & WMA	PG64-28	ZYDEX INDUSTRIES - VADODARA, INDIA	0.1		3/26/2025
ZYCOTHERM SP	ANTI-STRIP & WMA	PG64E-28	ZYDEX INDUSTRIES - VADODARA, INDIA	0.1		3/26/2025
ZYCOTHERM SP	ANTI-STRIP & WMA	PG70E-28	ZYDEX INDUSTRIES - VADODARA, INDIA	0.1		3/26/2025

Current Superpave Design Data										
Gyrations	ESAL's	NMAS	Gmm	Gsb	% Binder	New % Binder	Fbe Ratio	Gse	Gmb, weight, g	Verif. Ref No
65	>= 10	9.5mm	2.440	2.663	6.1	5.1	0.7	2.677	4700	393197

Current Gradation Aims (Percentages Passing Sieve Sizes)												
	1 in. 25.0 mm	3/4 in. 19.0 mm	1/2 in. 12.5 mm	3/8 in. 9.5 mm	1/4 in. 6.3 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 16 1.18 mm	No. 30 0.600 mm	No. 50 0.300 mm	No. 100 0.150 mm	No. 200 0.075 mm
Aim			100	98		64	50	38	26	14	7	4
Lower			100	95		60	47	34	23	12	5	2.0
Upper			100	100		71	54	42	29	16	9	6.0
Spec.			100	95 - 100		60 - 95	47 - 65					2.0-7.0

Aggregate Data					Source Replaced
Ref. No.	%	Size	Original Source/Owner		
23AQ051	36	9.5MM LEDGE	PIKE QUARRY (RTE 122) - POLAND - PIKE INDUSTRIES		
21AQ094	16	WASHED SAND	KELLER PIT (SUMMERHAVEN PIT) - AUGUSTA - LINWOOD KELLER		
21AQ073	16	WASHED STONE SCREENINGS	PIKE QUARRY (RTE 122) - POLAND - PIKE INDUSTRIES		
21AQ072	12	DRY STONE SCREENINGS	PIKE QUARRY (RTE 122) - POLAND - PIKE INDUSTRIES		
344498	20	RAP	PII-PO22-A-II - POLAND - PIKE INDUSTRIES		

Comments
Approved for use in 2025.





Base JMN	Furnace Ref No	Specification Date
P11-PO25-95FMTR	25007	01/06/21

## Design Criteria

Start Date	End Date	Specification Date	Resubmittal Date	Change Type	Verification Ref No	Total AC Aim, %	Virgin AC Aim, %	Fbe Ratio	Gmm	State Gsb	Contr. Gsb	State Gse	State FAA	State FMD
3/26/2025		01/06/21		Initial Design	393197	6.1	5.1	0.7	2.440	2.663	2.665	2.677	48	8.8

## Gradation Aims (Percentages Passing Sieve Sizes)

Start Date	1 in. 25.0 mm	¾ in. 19.0 mm	½ in. 12.5 mm	¼ in. 9.5 mm	1/4 in. 6.3 mm	No. 4 4.75 mm	No. 8 2.36 mm	No. 16 1.18 mm	No. 30 0.600 mm	No. 50 0.300 mm	No. 100 0.150 mm	No. 200 0.075 mm
3/26/2025			100	98		64	50	38	26	14	7	4

## HMA Consensus Testing Results

Start Date	Ref. No.	CAA, % 1F / 2F	FAA	Flat & Elong., %	Sand Equiv.	Coarse MD, %	Fine MD, %	LA Wear	Coarse Sp. Gr.	Coarse Abs., %	Fine Sp. Gr.	Fine Abs., %	Wash. Degrad.
3/26/2025	23AQ051	100 / 100				9.5			2.683	0.7			
3/26/2025	21AQ094	/	44		81		9.8				2.658	0.7	
3/26/2025	21AQ073	/	50		82	15.4	8.3		2.625	0.8	2.649	0.4	
3/26/2025	21AQ072	/	51		74		8.1				2.659	0.3	
3/26/2025	344498	/				9.9			2.673	0.5	2.635	0.6	