

Solicitation 676

Asphalt Pavement Crack Sealing

Bid Designation: Public



Capitol Region Council of Governments

BIDSYNC VENDOR BILLING AGREEMENT

BidSync will contact the Accounts Payable personnel for your company for any billing related questions. Please complete the Account Payable information below:

COMPANY NAME:

ACCOUNTS PAYABLE (AP) CONTACT
 First name:
 Last name:

DIRECT EMAIL ADDRESS:

DIRECT PHONE NUMBER:

ALTERNATE PHONE NUMBER:

FAX NUMBER:

BILLING OPTIONS

By selecting one of the following billing options and placing an offer, you are agreeing to pay BidSync 2% of the award amount, if you are the winning bidder. If you are the winning bidder, the agency will confirm the award amount once the bid has ended and the agency has made an award decision. The invoice you will receive from BidSync will reflect your billing selection and payment due dates for the amount awarded to your company by the agency.

- PAY ON INVOICE**
 BidSync's Pay On Invoice options allows Vendors greater flexibility working with lengthy Government contracts by accepting payment of the fee divided into three equal payments. The payments will be due within 30 days, 60 days, and 90 days from the date of the initial award. If at any time the payment is late, penalties and interest will apply.
- PAY ON AWARD**
 BidSync's Pay On Award option offers a 2.0% discount to the total fee when full payment is made within thirty (30) days of the award. If full payment is not received within thirty (30) days of award, the pay option will default to the Pay On Invoice Option.
- CUSTOM PAYMENT SCHEDULE**
 BidSync's Custom Pay Schedule allows Vendors to tailor payment to be more appropriate to your contract. The Vendor may contact BidSync's Accounts Receivable at 800-990-9339, ext 478 to set a custom payment schedule, within fifteen (15) days of bid award. If arrangements have not been made within fifteen (15) days of bid award, the pay option will default to the Pay On Invoice Option.

If you have any questions about this Billing Agreement, you may directly contact BidSync's Accounts Receivable:

Toll free: 800-990-9339 ext. 245

Email: billing@bidsync.com

AGREEMENT CONFIRMATION

I, , as an authorized agent for

| _____ | (company name) have read and understood the above stated billing agreement. By indicating a billing selection above, I acknowledge and agree to make said payments directly to BidSync if my company is the **winning** bidder for this bid.

--	--

Signature of authorized agent

Title

--	--

Printed Name

Date

DISCLAIMER: If the Vendor does not pay BidSync within 60 days of invoice, the Vendor's access to the system will be discontinued and any outstanding amount may be sold to a collections agency. Any and all fees associated with collections will be borne by the Vendor. A late fee will accrue at the rate of two percent (2%) per month for any fees not paid when due. Notwithstanding the foregoing to the contrary, the fees charged pursuant to this section shall not contravene laws of the State where Vendor is based. We may, in our sole discretion, change our fee policies, the fees we charge, and some or all of our system or services at any time. All fees must be paid in U.S. Dollars. Vendor is responsible for paying any and all applicable taxes.

Bid 676 Asphalt Pavement Crack Sealing

Bid Number 676
 Bid Title Asphalt Pavement Crack Sealing
 Bid Start Date Sep 12, 2018 8:30:14 AM EDT
 Bid End Date Sep 27, 2018 10:00:00 AM EDT
 Question & Answer End Date Sep 24, 2018 3:00:00 PM EDT

Bid Contact Maureen Goulet
 Purchasing Assistant
 Community Development
 860-522-2217 ext 4283
 mgoulet@crcog.org

Contract Duration 365 days
 Contract Renewal 1 annual renewal
 Prices Good for Not Applicable

Bid Comments **The Capitol Region Purchasing Council, on behalf of certain CRPC members, requests bids for ASPHALT PAVEMENT CRACK SEALING using the hot pour method, for the contract period of October 1, 2018 through September 30, 2019. Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in the specifications available under the DOCUMENTS section.**

Item Response Form

Item 676--01-01 - Asphalt Pavement Cracks to be Sealed - Hot Pour Method, per linear foot
 Quantity 1 linear foot
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
Capitol Region Council of Governments
 241 Main Street, 4th Floor
 Hartford CT 06106
 Qty 1

Description
 Asphalt Pavement Cracks to be Sealed - Hot Pour Method, per linear foot Note:

Item 676--01-02 - Asphalt Pavement Cracks to be Sealed - Hot Pour Method - Per Pound
 Quantity 1 pound
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified Capitol Region Council of Governments

Qty 1

241 Main Street, 4th Floor
Hartford CT 06106
Qty 0

Description

Asphalt Pavement Cracks to be Sealed - Hot Pour Method - Per Pound

Item **676--01-03 - Asphalt Pavement Cracks to be Sealed - Hot Pour Method - Per Gallon**

Quantity **5000 gallon**

Unit Price

Delivery Location **Capitol Region Council of Governments**

No Location Specified

Capitol Region Council of Governments

241 Main Street, 4th Floor

Qty 5000

Hartford CT 06106

Qty 0

Description

Asphalt Pavement Cracks to be Sealed - Hot Pour Method - Per Gallon

Town of Ledyard, 5,000 gallons

Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106

STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council (“Council”) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments, which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some 115 towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council’s services.

BID FORMS/SUBMISSION OF BIDS

The Council exclusively uses Bid Sync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The Council accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB’s, RFP’s, RFQ’s and RFI’s shall be submitted in electronic format via **BidSync**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor’s bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand’s specifications.

BID AWARD

A bid award shall be made by each respective Member Agency to the lowest responsible bidder(s). A Purchase Order issued by the member Town constitutes an award. The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder’s perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

CONTRACT EXTENSION

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. All extensions shall be completed before the next bid invitation is issued. A schedule of bid invitations and openings is posted on the CRPC website.

ESTIMATED QUANTITIES

The quantities as listed herein are **estimates only** and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the Capitol Region Purchasing Council shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council.

REJECTION AND/OR CANCELLATION OF BIDS

The Council reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

2% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses BidSync to distribute and receive bids and proposals. Responding vendors agree to pay to BidSync an administrative fee of two percent (2%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor. The fee shall be payable for all Council bids unless specifically exempted by the Council. Refer to www.bidsync.com for further information.

REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to BidSync on a quarterly basis. Please contact Jason Sanchez to set up this important reporting function at (512) 717-6149 (telephone); or email jsanchez@periscopeholdings.com.

FAILURE TO COMPLY

All awarded vendors must comply with the 2% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 90 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 **Combined Single Limit (CSL)**. A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.

- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see Attachment A concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The Capitol Region Purchasing Council, an affiliate of the Capitol Region Council of Governments, subscribes to the Council of Governments' policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

QUESTIONS

General inquiries should be directed to Maureen Goulet, Purchasing Program Manager, at the:
Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106
Tel: 860-522-2217 ext. 37
Fax: 860-724-1274
E-mail: mgoulet@crcog.org

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274, emailed to mgoulet@crcog.org, or posted to the BidSync online bidding system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Program Manager will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the Program Manager will **post a copy of any addenda to the BidSync system.** In special cases, the Program Coordinator reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the BidSync website.

CRPC #676

**CAPITOL REGION PURCHASING COUNCIL
INVITATION FOR BID
ASPHALT PAVEMENT CRACK SEALING**

BID SPECIFICATION

I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

INTENT

The Capitol Region Purchasing Council, on behalf of certain CRPC members, requests bids for ASPHALT PAVEMENT CRACK SEALING using the hot pour method, for the contract period of October 1, 2018 through September 30, 2019. Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each CRPC member will be required before any work is started, and shall contain information concerning the quantity and type of asphalt pavement crack sealing required, the desired materials to be used, the preferred work schedule, and any other relevant data. **This bid is intended for projects that do not meet the threshold for State of Connecticut prevailing wages as codified in the General Statute section 31-53 and 31-53a. Projects that meet or exceed the threshold shall not be purchased through this bid.**

Vendors who wish to submit a bid for the Cold Applied Mulch Sealing method may submit an alternate bid which contains documentation on Organic Cover Material, Mulch Seal Liquid Material, and equipment.

In general, specifications for asphalt pavement crack sealing found in ASTM D6690 will apply.

BID AWARD

A bid award shall be made by each respective CRPC member to the lowest responsible, responsive bidder(s) for their specific needs. The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the CRPC member and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. The issuance of a Purchase Order from a CRPC member constitutes an award, and such awards may be made to one or more vendors.

Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection. Note that service and scheduling shall be major factors in awarding the contract, and shall consist of the contractor's availability to return to do small jobs during the contract period, as well as to perform work during off-hours (e.g., nights, weekends). Note that the CRPC members reserve the right to make their awards on a section-by-section basis in order to take advantage of the most favorable bid price for each item.

INVITATION TO BID
ASPHALT PAVEMENT CRACK SEALING

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ESTIMATED QUANTITIES

The quantities specified herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of CRPC members which decide to make an award off this bid (as participation is voluntary), the needs of the using departments of the various CRPC members and changes in State and Local Regulatory Agency's regulations. Furthermore, budget reductions may make it impossible for a CRPC member to undertake some or all of the proposed work. The determination of the type of asphalt pavement crack sealing to be used will be made by the individual CRPC member under the guidance of the State and Local Regulatory Agencies.

INSURANCE

All respondents are required to submit, **with their bids**, the endorsement page of your insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the firm's current coverages and limits for General Liability, Automobile Liability and Worker's Compensation Insurance, as well as the Certificate of Insurance.

BID SURETY

A bid bond is not required for this bid. A performance bond in the amount of one hundred percent (100%) of each Purchase Order may be required of the successful bidder, if the awarding town requests one.

II. TECHNICAL SPECIFICATION, ADDITIONAL REQUIREMENTS

1. **GENERAL DESCRIPTION OF WORK TO BE ACCOMPLISHED**

The awarded contractor(s) shall be responsible for providing all labor, equipment, and materials necessary to clean and seal cracks in existing asphalt pavements and milled roads, using the hot pour materials method. All work performed by the contractor will be approved by the CRPC member's appointed Supervisor .

2. **SCOPE OF SERVICES**

All-inclusive bids shall be submitted, covering labor, equipment and materials for the items listed in the bid response. Such work shall include, but is not limited to, related cleaning, road preparation, traffic control and clean-up.

a. **Equipment**

The equipment required is: Air Compressor, melting kettle, application wand and show, hot air lance, and shall conform to the requirements provided by the awarding entity. On the information sheet, each respondent shall note all equipment that he/she owns and will use in performing this contract. The respondent shall also indicate any other machines available to him/her through lease, etc.

Maintenance

The Contractor shall keep and maintain their work in good repair for a period of ninety (90) days from the date of completion of the work on the respective streets. It is agreed and

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ASPHALT PAVEMENT CRACK SEALING

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understood that the Contractor will at any time during this period, upon notification in writing from the Supervisor, and without expense to the CRPC member, immediately execute all repairs which may be necessary, as determined by said Supervisor by reason of defective workmanship or pavement/roadway use.

b. Cleaning/Road Preparation

The awarded Contractor shall clean the existing asphalt road surface of all dirt, sand, oil, grease and loose materials by brooming, blowing, or flushing with pressurized water as approved in advance by the awarding entity. All unsealed cracks, all previously sealed cracks with the surface of the existing sealant greater than or equal to ¼" below the surface of the surrounding pavement, and all previously sealed cracks exhibiting cracks, holes, voids and separation from the adjacent pavement shall be sealed. Immediately prior to sealing, all cracks shall be thoroughly cleaned of all foreign material. When cracks show evidence of vegetation, the vegetation shall be removed and sterilized by the use of a propane torch unit, eliminating all vegetation, dirt, moisture and seeds. No crack-sealing material shall be applied in wet cracks, or, where frost, snow or ice is present. The pavement temperature shall be above 40 degrees Fahrenheit (4 degrees Celsius) at the time of the installation of the poured sealing material.

c. Traffic Control:

All traffic control methods and devices are to be in compliance with the current edition of the Manual of Uniform Traffic Control Devices. All adjustments to traffic operations are to be coordinated with the Director of Public Works for the awarding entity. The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable Federal, State and Local Regulatory Agencies and these specifications. It shall be the sole responsibility of the Contractor to notify the State and Local Regulatory Agencies of the awarding entity at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies.

The road may be restricted during the construction period but must be opened at the end of each day. The road must be made passable as soon as possible.

In addition, access to emergency vehicles, police, rubbish removal trucks, school buses and mail delivery vehicles must be maintained.

When requested to do so by the CRPC Member, the Contractor shall furnish the CRPC member with a plan or a written statement of methods, which the Contractor proposes to use, and said plans or methods shall be approved by the Supervisor before any work proceeds.

The cost associated with this item shall not be paid separately, but shall be included in the bid items.

3. EXPERIENCE

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ASPHALT PAVEMENT CRACK SEALING

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Each respondent must submit satisfactory evidence as part of their bid proposal demonstrating experience repairing/sealing asphalt pavement cracks on public roads and knowledge of regulations established by the State and Local Regulatory Agencies, including the most recent regulations. The Contractor shall further guarantee that any employee operating asphalt pavement crack sealing equipment is experienced in operating a machine of this type and competent in its use.

A list of at least three (3) municipalities/public agencies where this type of work has been performed during the past two (2) years shall be furnished, including contact persons and phone numbers. (See the bid specific Information Sheet.)

4. **TIME OF STARTING AND COMPLETION**

The Contractor may be requested to start work within seven (7) calendar days of receipt of order, depending on the agreement with the Supervisor of any single CRPC member awarding such contract. All work under any contract awarded as a result of this bid shall be completed within thirty (30) calendar days of receipt of the order unless a specific agreement with a particular Supervisor provides for a later completion date. If physical conditions prevent adherence to this time schedule, the Supervisor of the particular CRPC member shall make arrangements necessary for performance of the work. It is understood that a CRPC member may take appropriate action if an unreasonable delay is encountered beyond the thirty (30) calendar day period mentioned above.

It is also understood that should delays occur, the Contractor will prioritize rescheduling efforts to expedite completion and minimize CRPC member exposure from unmarked roadways.

Note: Equipment breakdown shall not be considered a valid cause for a time extension request. The contractor shall be expected to have backup equipment available.

5. **PAVEMENTS TO BE SEALED**

Sealants shall be applied mainly on sheet asphalt and milled road pavements.

6. **MATERIALS**

All materials shall be in accordance with the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816, as amended unless otherwise noted:

Joint Sealer

The hot poured rubberized sealant material shall meet requirements of ASTM D6690, or the latest edition. CRPC members may require joint material samples to be submitted prior to the start of work.

Respondents are asked to include, as part of their response, a manufacturer spec sheet for the sealant that will be used to perform the work.

Crack Sealant

Glenzoil 20 Plus by Emulso Corp. or equivalent crack sealant barrier material.

Respondents are asked to include, as part of their response, a manufacturer spec sheet for the sealant that will be used to perform the work.

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ASPHALT PAVEMENT CRACK SEALING

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Post-Sealing Spray

Members may require a post-seal anti-stick spray agent, to prevent sealing materials from sticking to tires.

7. **EQUIPMENT**

Equipment used in the performance of the work required shall be subject to the approval of the awarding entity, and maintained in satisfactory working condition at all times.

Air Compressor:

Air compressors shall be capable of furnishing not less than 185 cubic feet of air per minute and shall be equipped with traps that will maintain the compressed air free of oil and water.

Melting Kettle:

The joint sealant material shall be heated in a melter constructed as a double boiler, with a space between the inner and outer shells filled with oil or other heat transfer medium having a flash point of not less than 600 degrees. The equipment shall include positive temperature controls, automatic and continuous mechanical agitation, recirculation pumps, and thermometers for continuous reading of temperature of both the sealing compounds and the heat transfer medium. The melter shall be equipped with a thermostat to maintain the sealant compound within the range of temperatures specified by the manufacturer. **Respondents are asked to include, as part of their response, a manufacturer spec sheet for the material that will be used to perform the work.**

Application Wand and Shoe and Hand Pouring Pots

Application shoes that are worn shall be replaced. The application shoe shall produce a band aid type of appearance of at least 1" wide on either side of the crack, as well as filling the crack. The height of the sealant above the crack must not exceed 1/8". Hand pouring pots must be equipped with mobile carriage and rubber shoe, and have a flow control valve which allows all cracks to be filled to refusal, so as to eliminate all voids or entrapped air, and not leave unnecessary surplus crack sealer on pavement surfaces. **Respondents are asked to include, as part of their response, a manufacturer spec sheet for the material that will be used to perform the work.**

Hot Air Lance

Hot air lance shall be a propane torch unit which operates at 3,000 degrees Fahrenheit and a gas velocity of 3,000 feet per second.

8. **VENDOR PERFORMANCE/LIABILITY FOR SERVICE FAILURES**

Failure of any successful bidder to adhere to the specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that municipalities may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts. Moreover, if the contractor fails to provide the contracted services within the time specified or if the services are rejected by the municipality, the municipality may obtain such services or any part thereof from other sources in the open market or on

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contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

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**ASPHALT PAVEMENT CRACK SEALING
INFORMATION SHEET**

1. How many years has your firm been providing Asphalt Pavement Crack Sealing services?

2. Please supply the names and contact information for three (3) municipalities/public agencies your firm has provided Asphalt Pavement Crack Sealing services for in the past two (2) years:

3. After the receipt of a work/purchase order, how many business days until you can commence work?

4. Are you available to work nights and/or weekends?

5. Please list the Asphalt Pavement Crack Sealing equipment you have available:

6. Please list the manufacturer/brand name of any materials you use:

Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

Date

(Print Name Here)

GENERAL VENDOR INFORMATION

VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

REPRESENTATIVE

POSITION

ADDRESS

(ZIP)

TELEPHONE #

FAX #

TAX ID #

E-MAIL ADDRESS

SIGNATURE

PAYMENT TERMS: % Days

DATE:

Question and Answers for Bid #676 - Asphalt Pavement Crack Sealing

Overall Bid Questions

There are no questions associated with this bid.