# **Town of Montville**

# INVITATION FOR PROPOSALS Crackseal BID # 2020-14

The Town of Montville is soliciting bids for Crackseal.

All proposals are due no later than 6/4/2020 at 10:00 AM and must be received at the Finance Office prior to the due date and time. A proposal must be delivered by regular or overnight mail to the Town of Montville, Finance Office, 310 Norwich/New London Turnpike, Uncasville, Connecticut 06382, with the proposal contained in a sealed envelope marked "Crackseal". The proposal must be signed by a Company official. Proposals will be opened and read aloud in the Finance Office, and interested persons may attend the opening remotely under procedures that will be posted on the Town of Montville's website.

In addition to other reservations and conditions contained in the proposal documents, the Town of Montville reserves the right to waive any technical defects in the proposals received; to waive any formalities or irregularities; to reject any and all proposals for any reason, including that it or they do not conform to the terms and conditions described herein, as determined by the Town in its sole discretion; to accept or reject any part of any proposal received; to present and negotiate terms of a contract together or separately with any party submitting a proposal; to determine qualifications exclusively and finally; to request additional qualifications; and to select any proposal or part thereof based on any combination of factors, including the amount proposal, the time of completion, and the Town's best interests. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

It is the intent of the Town to award this contract to the lowest responsible bidder who is capable of performing work for all listed bid items. All bid items must be filled out to constitute a qualifying bid. The Town of Montville reserves the right to reject any or all bids and waive any informalities or irregularities in the bid procedure or bids.

The Town may hold the bids for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders' qualifications prior to awarding the contract.

All bidders are advised the Town of Montville has enacted through resolutions the following special conditions concerning Town bids and purchases.

- 1. For all Town purchases of goods and services not utilizing State or Federal funds, any Town bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid may be awarded the project provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder has submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidders that submitted the lowest bid. That within the bidding process that all businesses claiming to be Montville businesses, provide the Finance Department (Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.
- 2. Seller agrees that as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due Seller an amount not to

exceed 25% of the total amount due Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the town of Montville or any agency thereof against the Seller. The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor.

#### **INSTRUCTIONS TO BIDDERS**

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the Bid. Bids must be signed by an authorized representative/officer/agent of the Bidder.

The Town of Montville shall be the sole judge as to whether any Bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the Bid specifications.

The Town of Montville is exempt from the Connecticut sales tax, Federal excise taxes, and the provision of the Federal-Robinson-Patman Act.

### **CONTRACT PERIOD**

The contract period shall be for one year, beginning on July 1, 2020 and ending on June 30, 2021.

The Town reserves itself the option to extend the use, terms, conditions and prices of this bid annually, up to a maximum of two (2) years after the first year in which the contract is awarded. Such extension must be mutually agreed upon between the town and the Contractor.

It is the intent of this Request for Bids that all political subdivisions and districts located in the State of Connecticut be entitled to make purchases of materials, equipment, or supplies from the resulting bid award. Each participating entity shall be billed by and make payment directly to the successful bidder. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, The Town of Montville, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants.

#### **SPECIFICATIONS**

## **Crackseal**

**DESCRIPTION:** The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

**MATERIAL:** Crack sealer shall be an asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant. 1) Asphalt Sealant shall be a grade PG 64-22 with Fiber. Fiber reinforcing Page | 2

materials shall be short-length polyester fibers having the following properties:

Length----- 7 mm.

Diameter----- 0.0008 inch plus or minus 0.0001 inch

Specific Gravity----- 1.32 to 1.40

Melt Temperature----- 480 degrees F. minimum

Ignition Temperature--- 1000 degrees F. minimum

Tensile Strength------ 75,000 PSI plus or minus 5,000 PSI

Break Elongation------ 33% plus or minus 9%----They are fully drawn

2) Asphalt-Fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to redistribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

**EQUIPMENT:** Equipment used in the performance of the work required by this section of the specification shall be subject to the engineer and maintained in a satisfactory working condition at all times.

1) Air Compressor: Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

2) Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.

3) Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.
4) Melting Kettle: The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 degrees F. and 550 degrees F.

#### **PREPARATION OF CRACKS:**

 Debris Removal: All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from pavement surface immediately by means of power sweepers or hand brooms or air broom.
 Vegetation: When cracks show evidence of vegetation, it shall be removed and sterilized by use of Propane Torch unit generating 2000 degrees F. and 3000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds.
 General: No crack sealing material shall be applied in wet cracks or where frost, snow or ice is present nor when ambient temperature is below 25 degrees F.

#### PREPARATION AND PLACEMENT OF SEALER:

- 1) Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and approved by the engineer. Minimum application temperature shall be 320 degrees F.
- 2) Sealer shall be delivered to the pavement surface through a pressure hose line and applicator shoe. The shoe width and over-banding area shall not exceed three inches (3") in diameter. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent the

sealant from being picked up.

**WORKMANSHIP:** All workmanship shall be of the highest quality, and excess of spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted and will be corrected and/or replaced as required by the engineer in charge.

#### PERFORMANCE:

1) It is the intentions of the Public Agency not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of said Public Agency

#### **MEASUREMENT AND PAYMENT:**

1) Measurement for this bid unit shall be by the gallon and shall be the actual number of gallons of sealer applied to the pavement per day. Payment shall be at the unit price bid in the proposal and shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project.

#### ASPHALT PRICE ADJUSMENTS

Contractor's bid prices below shall be based upon the current State DOT asphalt cement index posted exactly twenty-eight days (28 days) prior to the due date for receipt of bids ("Bid Index"). Contractor's invoices shall include price adjustments for the asphaltic materials based on the actual gallons incorporated into the work, and will be adjusted based on the month the work is completed.

### TRAFFIC CONTROL – ALL PROCESSES

If Municipality is in charge of traffic control:

Municipality shall be responsible for traffic control patterns throughout the term of Contract. Municipality shall be responsible for providing traffic control personnel, as well as supplying, erecting, maintaining, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary to establish the traffic patterns.

If Contractor is in charge of traffic control:

Contractor shall be responsible for traffic control patterns throughout the term of Contract. Contractor shall be responsible for providing traffic control personnel, as well as supplying, erecting, maintaining, moving and removing all signs, sign supports, barricades, traffic cones, traffic delineators, and any other materials necessary to establish the traffic patterns. Contractor controlled traffic includes 3 flaggers. Should additional flaggers be needed, there will be an "additional flagger" pay item by

### PRICE PAGE

# <u>Crackseal</u>

Project Size	<u>Unit Price</u>
101-300 gals/day	/gals
301-500 gals/day	/gals
501+ gals/day	/gals

Traffic Control, Contractor Supplies	\$ <u>/</u> sq. yd.
Additional Flagger	\$ /day

BIDDER	SIGNATURE
COMPANY NAME	DATE
TITLE	PHONE
ADDRESS	FAX