

DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

CHIP SEAL PROGRAM

The Town of Litchfield is accepting bids for Chip Sealing. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT, 06759 until **2:00 p.m. April 14, 2016** and will be opened and read publicly at that time in said office. There is a non-refundable \$10 fee for the bid documents or available at no cost if downloaded from the Town of Litchfield web site: www.townoflitchfield.org.

INSTRUCTIONS TO BIDDERS

1. INTENT

The intent of these specifications is to obtain a contractor to manage the resources supplied by the Town and provide additional resources to Chip Seal various roads in the Town of Litchfield. The Contractor must be prepared to start on a date supplied on a Notice to Proceed and have adequate labor, materials and equipment available to dedicate to this project to insure completion within ten (15) working days.

All Bidders shall observe the following instructions and specifications.

2 GENERAL PROVISIONS

Place of Opening: Office of the First Selectman, 74 West Street, Litchfield, CT

Time of Opening: Thursday, April 14, 2016 at 2:00 p.m.

Bid Return Envelope: Please provide an envelope with the bid and clearly mark your envelope with the bid title "Chip Seal Program Bid" and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms shall be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Non Collusion Form
- E. Non Discrimination Form

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works by facsimile, e-mail, or letter to be received no later than **April 7, 2016**. Any questions received after that date will not be answered. Contact information is as follows:

Raz Alexe, Director of Public Works
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 567-7578 fax
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame. The Contractor shall have demonstrated experience in the chip sealing of roadways for at least five (5) other municipalities or state agencies. Names and locations should be provided with a contract person's name.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder(s) by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official Summary of Bids to be mailed at a later date.

6. Award of Contract

The Town reserves the right to reject any and all bids, for any reason the Town deems advisable, and to award Contract or Contracts to any of Contractors bidding on work, regardless of amount of bid.

7. Bid Security

A bid bond or certified check is not required for this bid.

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

10. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations thereunder, without written consent of the Town.

11. Basis of Payment

Payment shall be at the unit price for materials delivered and accepted.

12. Insurance

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Premises/Independent Contractors
 Contractual/Completed Operations/Products
 Contractual/Liability will be Broad Form
 XCU (explosion/collapse/underground utilities)
 Comprehensive Broad Form Liability endorsement or Equivalent
 Broad Form property Damage Liability

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverage:

All owned/non owned/hired/borrowed

Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

13. Environmental, Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

14. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

15. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

16. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning July 1, 2016 until June 30, 2018. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond June 30, 2018 if deemed to be in the best interest of the Town. **This is a two year bid.**

TECHNICAL SPECIFICATIONS

1. Scope of Work

The Contractor based on unit price shall supply equipment, operators, emulsified asphalt, and other services excluding those specifically stated under the Town's responsibility necessary to perform a chip sealing roadway surface treatment of approximately fifty thousand (50,000) gallons of liquid asphalt. This estimate is not a guarantee of work or amounts.

2. Testing

The Supplier shall be responsible for supplying materials within the specification. The Town shall, at any time, require the testing of material to determine acceptability of the supplied material. Any material found not to be in compliance with the specifications, shall be removed by the supplier at no additional expense to the Town of Litchfield.

The Supplier must provide certified weight slips for each load delivered, signed copies of which are to be provided with the appropriate invoice.

3. Materials

The emulsified asphalt shall conform to ASHTO (American Association of State Highway and Transportation Officials) M208 as a cationic quick set specification for Type CRS#2 or CRS-2P: Polymer additive.

The Contractor shall submit a certification of this to the Town prior to the start date.

Cover aggregate shall conform to State of Connecticut, Department of Transportation, Form 816: Aggregate Gradation No. 8 and shall be double washed to be free from stone coated with dirt or other objectionable matter. The source of supply for Town purchased material shall be the O & G Plant in Southbury, Connecticut. If the Contractor chooses to include a bid price for stone to be supplied, a certification and sieve test analysis shall be included with the bid. An inspection of the substituted material shall be performed by the Director of Public Works.

It shall be the contractor's responsibility to ensure compatibility between the emulsified asphalt and the cover aggregate. If stone is supplied by the Town, the Contractor shall inspect the supply of stone at least one week prior to scheduled start date and at that time or any time during the application process, notify the Director of Public Works, if he believes the material does not meet requirements, as stated above.

4. Equipment

All equipment shall, at all times, be maintained in first class working condition and shall be operated by skilled and experienced operators. The Contractor shall supply the following major equipment items.

- A. Distributor shall be a machine specifically designed to spread the emulsified asphalt uniformly to the pavement surface in the proper quantities, at an even temperature (between 140 degrees F and 175 degrees F) and to maintain the specified rate and temperature for the entire load regardless of change in grade, direction, truck speed or spray bar width. The distributor shall be equipped with heating equipment, tachometer, sampling valve, positive displacement pumps, full circulating bars adjustable laterally and vertically and capable of spreading from one (1) foot width to twenty (20) foot width and a hand spray bar which shall be used where necessary to touch up spots skipped or inaccessible to the distributor.
- B. Aggregate spreader shall be self-propelled unit capable of uniformly spreading aggregate from minimum width 4.5 up to a maximum of 18 feet in one single pass. The spreader shall have a computerized system with a digital readout of pounds per square yard being applied. This system must be interlocked to ground speed to assure specific pounds per square yard regardless of speed of spreader widths.
- C. A sufficient number of pneumatic tire rollers will be required to permit initial rolling of the aggregate to occur within five (5) minutes of the application of the bituminous material and the final of the three (3) coverages to be completed within thirty (30) minutes of the bituminous material.
- D. The Contractor shall verify that the Town trucks are compatible with the Contractor's equipment and be responsible to make adjustments to the Contractor's equipment to provide compatibility.

5. Construction Details

- A. Bituminous material is not to be applied when the:
 - 1. Surface is wet
 - 2. Ambient temperature is less than 50 degrees F in the shade.
 - 3. Ambient temperature is greater than 95 degrees F.
 - 4. Weather conditions would prevent proper construction of the surface treatment.
- B. Preparation of Surface: The Contractor shall provide a self-propelled power broom to clear any loose material from the pavement surface immediately prior to the application of bituminous material. It shall also be the responsibility of the Contractor to fog seal any patched area as deemed necessary by the Contractor.

Manhole covers, drop inlets, catch basins, curbs and any other structures in the roadway shall be protected against the application of surface treatment material by the Contractor.

- C. Application of Bituminous Material: Bituminous material shall be applied by means of a pressure distributor in a uniform, continuous spread over the section to be treated and

within the temperature range specified. The quantity of bituminous material to be used shall be established by the Contractor. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If any skipped areas or deficiencies occur, the operation shall be immediately stopped. Junctions of spread shall be carefully made to assure a smooth riding surface and the deficient areas corrected in an acceptable manner. The bituminous material shall not be applied more than 200 feet in advance of the stone spreader. Traffic will not be allowed to run on uncovered bituminous material. The distributor, when not spraying, shall be parked so that the spray bar or mechanism will not drip bituminous material on the surface of the traveled way.

D. Application of Cover Aggregate: Immediately following the application of bituminous material, cover aggregate shall be applied at the rate established by the Contractor, the allowable variation from this rate is two pounds per square yard. Spreading shall be done in such a manner that the tires of the aggregate spreader, at no time, come in contact with the newly applied bituminous material. Immediately after the cover aggregate is spread, any deficient areas shall be covered by additional material. Pneumatic tire rolling shall begin immediately and shall continue until three complete coverage's are obtained within thirty (30) minutes of the application process. Pneumatic tire rollers shall come to a complete stop prior to reversing direction. Any free bituminous material on the surface caused by a deficient amount of covered aggregate shall be covered by broadcasting additional aggregate over the deficient area. Any excess aggregate material shall be swept from the surface in an acceptable manner.

E. Suggested Application Rates for Emulsion and Aggregates:

Emulsion - 0.30 gal./Sq.Yd. for tight surfaces and 0.35 gal./Sq.Yd. for porous surfaces

Aggregates – Sixteen (16) to Twenty (20) lbs./Sq.Yd. The actual amount of aggregate shall be determined by weighing the amount of stone required to completely cover one square yard, one aggregate layer thick.

6. Traffic

Unless otherwise specified, the roadways shall be kept open to traffic at all times. Traffic shall be discontinued on the lane being surface treated, and as soon as the final layer is applied and rolled, controlled traffic will be permitted thereon. The Town of Litchfield shall maintain traffic controls unless otherwise specified.

7. Inspection of Work

All materials and all details of work shall be subject at all times to inspection by the Director of Public Works or representative. The Contractor will be held strictly to the intent of specifications in regard to quality of materials, workmanship, and diligent execution of contract. Engineer shall be allowed access to all parts of work and shall be

furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

8. Work Hours

Work hours for this Contract shall be 7:00 a.m. to 5:30 p.m. with an allowance of thirty (30) minutes for lunch and twenty (20) minutes at the beginning and end of each day for mobilization of equipment.

9. Bid Items

- A. CRS#2; emulsion bid item shall include Contractor management of the Chip Seal Program, supply of all equipment, materials and labor to chip seal on prepared bituminous surfaces, with the Town of Litchfield supplying cover aggregate and trucking of the aggregate to the aggregate spreader. Unit price shall be per gallon of applied emulsion.
- B. Alternate 1; bid item, shall include Contractor supplying cover aggregate and trucking of the aggregate to the aggregate spreader. Unit price shall be per ton of applied cover aggregate.
- C. Alternate 2: Bid item shall include Contractor supplying all traffic control and signage.
- D. Alternate 3: Bid item shall include Contractor supplying pre sweeping of roadways to be treated and post sweeping of treated roads.

BID SCHEDULE
FOR
CHIP SEAL PROGRAM
Town of Litchfield

Bid Item	Estimated Quantity	Unit Price	Bid Amount
CRS#2	50,000 gal	_____ \$/Gal.	\$ _____
CRS#2P	50,000 gal	_____ \$/Gal	\$ _____
Alternate #1	1400 tons	_____ \$/Ton	\$ _____
Alternate #2	Traffic Control/Signage		_____ \$/day
Alternate #3	Sweeping		_____ \$/day

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, is submitting this bid without collusion with any other person, individual or corporate.

Title: _____

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Fax: _____

Date: _____