

TOWN OF SIMSBURY

**DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070**

INVITATION TO BID

FOR

RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS VARIOUS LOCATIONS, SIMSBURY

The Town of Simsbury is soliciting bids for random crack sealing services for bituminous pavement at various locations within the Town of Simsbury. The various streets to be crack sealed have been divided into six separate packages or sections of streets. Each section of streets will be Bid separately and individual contracts will be awarded for each section of streets, based on the bid for the respective section. The scope of work is to include furnishing all labor, materials, equipment necessary for completion of the work as specified.

Sealed proposals will be accepted by Mary Ann Harris, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 am, Wednesday, May 23, 2012.

Specifications and bidding documents may be obtained in person from the Department of Public Works, 66 Town Forest Road, Simsbury CT, 06070 between the hours of 8:00 a.m. to 2:00 p.m., or electronically via the Town's web site at the following link: www.simsbury-ct.gov/finance. Bid documents will not be mailed or faxed

**STANDARD INSTRUCTIONS TO BIDDERS
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS
VARIOUS LOCATIONS, SIMSBURY 06070**

1. Project Overview:

The Town of Simsbury is soliciting bids for random crack sealing on various streets in Town. The streets have been divided into five separate sections or groups of streets. The Department of Public Works will be accepting proposals on each section separately and separate contracts will be awarded for each section. For bids to be considered, it is required that each street be priced out individually on the bid form. A complete list of streets by section is included in a table with the bid form. Each section consists of three to eleven streets of varying lengths.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the random crack sealing of each roadway within the awarded section of Town as specified.

2. Key Event Dates:

Invitation to Bid Issued	4/23/12
Pre-Bid Conference	None
Bid Opening	5/23/12
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. Bid Submission Instructions:

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – Random Crack Sealing". If forwarded by mail or courier, the sealed envelope must be addressed to "Mary Ann Harris, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 am, Wednesday, May 23, 2012. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.

- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

4. Questions:

Any questions about this project should be directed to: Mr. Thomas J. Roy, Director of Public Works (860) 658-3222 by fax (860) 408-5416, or by mail PO Box 495, Simsbury, CT 06070. To receive consideration, such questions must be received at least three (3) calendar days before the established date for receipt of bids. 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.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.simsbury-ct.gov/finance. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

5. Presumption of Bidder Being Fully Informed:

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. Pre-Bid Conference:

There is no pre-bid conference scheduled for this invitation to bid.

7. Interpretation of Acceptable Work:

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

8. Tax Exemptions:

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax exempt forms will be provided to the successful bidder(s) as part of the contract award process.

9. Insurance Requirements:

The Contractor must carry insurance under which the Town is named as an assured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

A. Workman's Compensation, as required by Connecticut State Statute.

B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

D. Builders Risk including Fire and Extended coverage:

In an amount equal to the value of construction completed plus materials delivered to the site. Insurance under B, C, D above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Insurance under D above must be carried for the whole duration of the project and until acceptance by the Town.

Subcontractors must carry A, B, C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

10. Substitution for Name Brands:

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

11. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award each of the five sections of the bid separately to the lowest responsible bidder(s). That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

13. Rejection and/or Cancellation of Bids:

The Town 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 the best interest of the Town.

14. Delivery Arrangements: Not applicable

15. Bid Bond: Not applicable

16. Performance Bond: Not applicable

17. W-9 Form

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. Submittals:

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

19. Agreement Documents:

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

END OF STANDARD INSTRUCTION TO BIDDERS

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury, Owner of the properties.

In submitting this BID, the BIDDER acknowledges that:

1. Each lump sum price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
*Company**Phone*

*Street**City**Zip*

Authorized Signature: _____
*Signature**Printed Name*

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

SECTION #1

Name	From Street	To Street	Length	Width	Route Cost
Old Stone Crossing	West Mountain Rd	Complete Circle	2928'	26'	\$
Brook Ridge	Old Stone Crossing	Cul-de-sac	1075'	26'	\$
Daniel Lane	Canton Rd.	Cul-de-sac	685'	26'	\$
Canton Rd.	West Mountain Rd.	Bushy Hill Rd.	5092'	28'	\$
Kerr Farm Rd.	Owens Brook Blvd.	Cul-de-sac	795'	26'	\$
Hearthstone Dr.	Owens Brook Blvd.	Cul-de-sac	1059'	26'	\$
Firebrick Lane	Owens Brook Blvd.	Cul-de-sac	768'	26'	\$
					\$
Total Section 4			12,402		\$

PRODUCT TO BE USED AS A SEALANT: _____

ANTICIPATED DELIVERY DATE: _____
Assuming a 7/1/10 notice to proceed

WARRANTY/GUARANTEE: _____

Submitted By: _____
Company

Authorized Signature: _____
Signature *Printed Name*

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

SECTION #2

<u>Name</u>	<u>From Street</u>	<u>To Street</u>	<u>Length</u>	<u>Width</u>	<u>Route Cost</u>
Hop Brook Rd.	Old Farms Rd.	Great Pond Rd.	5244'	26'	\$
Tower Dr.	Clifton Dr.	Complete Circle	964'	26'	\$
Clifton Dr.	Hoskins Rd.	Clifton Dr.	3662'	26'	\$
Short Lane	Tower Dr.	Complete Circle	662'	26'	\$
Katherine Lane	Clifton Dr.	Complete Circle	988'	26'	\$
Seminary Rd.	Rt 10	Firetown Rd.	3810	26'	
Oxford Court	Seminary Rd.	Complete Circle	1481'	26'	\$
					\$
Total Section 2			16,911'		\$

PRODUCT TO BE USED AS A SEALANT: _____

ANTICIPATED DELIVERY DATE: _____
Assuming a 7/1/10 notice to proceed

WARRANTY/GUARANTEE: _____

Submitted By: _____
Company

Authorized Signature: _____
Signature

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

SECTION #3

<u>Name</u>	<u>From Street</u>	<u>To Street</u>	<u>Length</u>	<u>Width</u>	<u>Route Cost</u>
North Dr	Hoskins Rd.	Complete Circle	1733'	26'	\$
Wolcott Rd.	Rt 10	Town Line	4280'	28'	\$
Tuller Dr.	Rt 10	Dead End	648'	28'	\$
Rebecca Lane	Tuller Dr.	Cul-de-sac	1229'	26'	\$
Simsbury Pines	Laurie-Joe Way	Cul-de-sac	1019'	26'	\$
Laurie-Joe Way	Rt 10	Cul-de-sac	503'	26'	\$
Total Section 3			9,412'		\$

PRODUCT TO BE USED AS A SEALANT: _____

ANTICIPATED DELIVERY DATE: _____
Assuming a 7/1/10 notice to proceed

WARRANTY/GUARANTEE: _____

Submitted By: _____
Company

Authorized Signature: _____
Signature

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

SECTION #4

<u>Name</u>	<u>From Street</u>	<u>To Street</u>	<u>Length</u>	<u>Width</u>	<u>Route Cost</u>
Paine Rd.	Ichabod Rd.	Hickory Hill Rd.	604'	26'	\$
Hemlock Lane	Oakland Court	Hickory Hill Rd.	590'	24'	\$
Laurel Dr.	Old Meadow Plains	Old Meadow Plains	1384'	24'	\$
Oakland Court	Old Meadow Plains	Old Meadow Plains	756'	26'	\$
Ichabod Rd.	Bushy Hill Rd.	Hickory Hill Rd.	3177'	24'	\$
Hickory Hill Rd.	Bushy Hill Rd.	Hickory Hill Rd.	4331'	24'	\$
Lawton Dr.	Old Meadow Plains	Cul-de-sac	3282'	26'	\$
Shaw Dr.	Lawton Rd.	Cul-de-sac	1318'	26'	\$
Minister Brook	Lawton Rd.	Red Stone	4295'	26'	\$
Candlewood Court	Rt 10	Cul-de-sac	638'	22'	\$
					\$
Total Section 5			20,375'		\$

PRODUCT TO BE USED AS A SEALANT: _____

ANTICIPATED DELIVERY DATE: _____
Assuming a 7/1/10 notice to proceed

WARRANTY/GUARANTEE: _____

Submitted By: _____
Company

Authorized Signature: _____
Signature *Printed Name*

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

SECTION #5

Name	From Street	To Street	Length	Width	Route Cost
Caryn Lane	Blue Ridge Dr.	Cul-de-sac	1079'	26'	\$
Westborough Dr.	Blue Ridge Dr.	Cul-de-sac	1282'	26'	\$
Eastview	Blue Ridge Dr.	Blue Ridge Dr.	1547'	25'	\$
Roberts Rd.	David Dr.	Sunset Hill Rd.	894'	26'	\$
Whynwood Dr.	David Dr.	Sunset Hill Rd.	1402'	26'	\$
					\$
					\$
Total Section 5			6204'		\$

PRODUCT TO BE USED AS A SEALANT: _____

ANTICIPATED DELIVERY DATE: _____
Assuming a 7/1/10 notice to proceed

WARRANTY/GUARANTEE: _____

Submitted By: _____
Company

Authorized Signature: _____
Signature *Printed Name*

This BID Respectfully Submitted by:

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of
_____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of
_____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____
2. Bidder's Tax Identification Number: _____
3. What year was company organized/formed? _____
4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____
5. What is the general character or type of work you perform? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____

If yes, explain with whom and why: _____

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: ____pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: _____pages

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

NAME AND ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK:
--------------------------------------	----------------------

- | | |
|----|-------|
| 1. | _____ |
| 2. | _____ |
| 3. | _____ |
| 4. | _____ |
| 5. | _____ |
| 6. | _____ |

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2012

Title
My Commission expires _____, 20__

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2012

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

RANDOM CRACK SEALING AGREEMENT

This Random Crack Sealing for Bituminous Pavements Agreement (the “Agreement”) is entered into the ____ day of _____, 2012 (“Effective Date”) by and between the Town of Simsbury, a political subdivision of the State of Connecticut (the “Town”) and _____, a _____ located at _____, _____, _____ (the “Contractor”).

WHEREAS, the Town has issued an Invitation for Bid (the “IFB”) for Random Crack Sealing for Bituminous Pavements for the Town of Simsbury (the “Work”) on (date) _____ – to be located in Simsbury, Connecticut (the “Premises”); and

WHEREAS, Contractor submitted its Bid to the Town on (date) _____, for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with this Agreement, Standard Instructions to Bidders and the General Specifications (collectively the “Contract Documents”). The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another vendor or the Town. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Agreement Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect until completion, which shall be not later than (date)_____. The contractor shall not start the Work prior to having received a notification to proceed from the Town.

6. Payment. The Town will pay the Contractor the sum of _____ Dollars (\$) upon the completion by the Contractor of all Work required to be performed under the terms of the Contract Documents and acceptance of the Work by the Town.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance specifying such coverage and naming the Town as additional insured prior to the start of the work and shall provide a complete copy of the Owners, Contractors Protective Liability policy.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Simsbury, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the Work by the Contractor by reason or liability imposed upon the Town of Simsbury, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Agreement documents of the Contractor, its' agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

10. Assignment. This Assignment shall be binding upon each of the Parties, their successors, executors, administrators and assigns. The Contractor shall not assign, sublet, contract, or otherwise transfer its interest, in whole or in part, in this Agreement without the express written consent of the Town. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of Town.

11. Termination. If the Contractor fails to perform the work under the Contract Documents in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both prorated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

12. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) This Agreement; and
- (ii) The IFB, including the Standard Instructions to Bidders, General Specifications and Insurance Coverage and;
- (iii) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;

13. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Scope of Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the cost of the work under change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

14. Governing Law/Venue: The laws of the State of Connecticut shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than Connecticut. The Parties agree that the venue for any legal proceeding in respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford. Venue for mediation shall be Hartford County.

15. Independent Contractor: Contractor's personnel shall be and remain an independent consultant with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurances, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Contractor for work performed under the terms of this Agreement. Contractor further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized by state or federal officials. Contractor also agrees to indemnify and hold harmless Simsbury from contributions or taxes or liability.

16. Payment of Subconsultants: Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for Contractor in the execution of this Agreement, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

17. Amendment: Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the Parties shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the Parties.

18. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

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

TOWN OF SIMSBURY

CONTRACTOR

BY _____

BY _____

Its
Duly Authorized

Its
Duly Authorized

RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS
GENERAL SPECIFICATIONS FOR HOT CRACK SEAL

A. Scope of Work

The work covered by this section of these specifications consists of furnishing all plant, labor, equipment and material necessary to perform all operations in connection with reshaping, cleaning, and sealing of random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

B. Materials

1. Sealant must be Crafft or Koke or an approved equal and exceed federal standard ASTM D3405.
2. 3060 granulated "black beauty" slag.
3. Ground reclaimed rubber (filler material) or approved equal.
4. Provide MSDS sheets on all materials.

C. Equipment

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the director of public works and maintained in a satisfactory working condition at all times.

1. Equipment for reshaping cracks shall be a spindle type cutter or as approved by the director of public works.
2. Manually operated gas powered air broom or self propelled sweeper, designed especially for cleaning highways and/or air field pavements, shall be used to remove debris, dirt and dust from the road surface.
3. Hand tools shall consist of brooms, shovels, metal bars with chisels and any other tool which may be used or needed to satisfactorily complete this work.
4. Melting kettle: the unit used to melt joint sealing compound shall be a double boiler, indirect fired type. The space between the inner and outer shell shall be filled with suitable heat transfer oil or substitute with a flash point of not less than 600 degrees Fahrenheit. The kettle shall be equipped with means of continuous agitation to maintain a homogenous joint sealant blend. This shall be accomplished by the use of an auger agitator. The agitator shall be permanently equipped with thermostatic controls and temperature gauges on both sealant and transfer medium. Kettle shall be capable of pressure applying and recirculating sealant in order to maintain constant pouring temperature.
5. Equipment used for blowing clean and drying air for the rejuvenation of sidewalls of cracks and joint shall be a compressed air blow dryer.

D. Preparation

1. All cracks 1/8" and wider shall be sealed.
2. Cracks shall be thoroughly cleaned. No crack sealing material shall be applied in wet cracks or where frost, snow or ice is present or when ambient temperature is below 40 degrees Fahrenheit.
3. Debris removal: all old material and debris removed from cracks shall be cleaned from the pavement surface.
4. Vegetation: when cracks show evidence of vegetation, it shall be removed, eliminating all dirt and moisture. All cracks of sufficient depth and over 3/4" in width shall, when necessary, be filled with ground reclaimed rubber to within 5/8" of the top of pavement.
5. Dry granulated "black beauty" slag or approved equal shall be dusted over cracks to eliminate pick-up.

E. Preparation of Sealant

Joint sealant material shall be heated and applied at temperatures specified by the manufacturer.

F. Installation of Sealant

All cracks shall be sealed as specified herein, and the sealant shall be bonded to the pavement. Sealant shall be applied by a banding type pour pot leaving a thin overseal approximately 3" wide.

G. Workmanship

All workmanship shall be of the highest quality. All excess and spilled sealer shall be removed from the pavement by approved methods and discarded. Do not overband or fill excessively. No overbanding shall be allowed on areas where cars park. Any workmanship determined by the director of public works to be below standards shall be corrected and/or replaced by the contractor.

H. Scheduling Work

The contractor shall assume that all work will be done Monday through Friday between the hours of 7:00 am and 3:30 pm. No work shall be performed on state or federal holidays.

I. Traffic Control

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, delineators, flag people, lights, or any other warning device as needed or ordered by the chief of police. A traffic control plan shall be submitted for approval before beginning the work. The contractor is responsible for the safety of all operations within the roadway.

J. Measurement and Payment

All work will be paid as a Lump Sum for work complete and in place according to the contract documents on a street by street basis. No payments will be made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.