

Barrington, NH Request for Proposal 2022 Crack Sealing

TOWN OF BARRINGTON

Crack Sealing

Request for Proposal

Summary:

The Town of Barrington is requesting competitive proposals for its 2022 crack sealing projects that include preparation of the cracks, installation of crack sealant, and roadway cleanup. It is estimated that 53,800 square yards of roadway will be crack sealed. Depending on bid pricing, bid quantities may be adjusted, so the project total is within the Town's budget. All crack sealing shall be completed by October 1, 2022.

Scope of work can be shown to each contractor by the Road Agent, if requested. Each contractor is responsible for taking their own measurements, determining the amount of preparation work, and volume of crack sealant required for the roads included in the Scope of Work for a single square yard unit price that applies to the entire project.

The deadline for proposals is 12:00 noon Wednesday May 11, 2022. Proposals will be opened at the Barrington Town Hall at 1:00pm on Wednesday, May 11, 2022. The Road Agent will prepare a recommendation to be presented to the Select Board at the May 23, 2022 meeting. All proposals must be submitted in a sealed envelope, plainly marked "2022 Crack Sealing Proposals" Proposals can be dropped off at the Select Board's office, Barrington Town Offices at 333 Calef Highway, Barrington, NH or mailed to Town of Barrington, P.O. Box 660, Barrington, NH 03825. Note that the Town may not consider late delivery of mailed proposals. Do not mail to 333 Calef Highway. For more information, please call Marc Moreau (603) 948-5203.

The Town reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of Barrington and to waive informalities. The Town also reserves the right to adjust the tonnage being laid even after award of the contract and changes to the total of roads listed. Winning firm will be required to submit performance and payment bonds and insurance certificates.

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Scope of Work

	Road Name	Roadway Area (s.y.)
1	Aspen Court (minor)	1,800
2	Bear Creek	1,700
3	Brewster Road	11,300
4	Caldwell Lane	2,000
5	Calef Island Road from Beauty Hill Road to Peabody Way	6,000
6	Clover Lane	3,100
7	France Road from Mallard to Mica Point Road	5,800
8	Heights Road (1,940 ft.)	5,200
9	Hillside Drive (minor)	1,800
10	Peabody Way	1,300
11	Robinson Lane	2,600
12	Stagecoach Road from Liberty Lane east	3,200
13	Steppingstone Road from Town line to Town line	6,400
14	Wintergreen	1,600

Contractor shall use the Bid Form that is within this Request for Proposal and specify prices for each item requested.

All crack sealing work shall be completed, and meet the requirements of, NHDOT Item 413.1: Hot-Poured Crack Sealant.

Crack sealant material shall be Type 2 and included on NHDOT's Qualified Products List.

The hot-poured crack sealant quantity will be measured by the square yard of roadway pavement that is crack sealed.

Contractor is responsible for visiting the roadways and estimating the amount of work required to properly estimate the quantity of labor/materials required to complete the work to be paid for on the square yard basis.

Additional Details:

Work must be based completed; including all equipment, labor, and materials required to complete the work; as per attached specifications and NHDOT Standard Specifications, 2016 Edition, as applicable.

Contractor wishing to submit additional consideration for project will do so as an addendum to this Proposal Sheet. Proof of Worker's Comp and Liability Insurance will be provided to the Town by the Contractor and required to be held by the awarded firm for the duration of the project. Proposal must include written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.sam.gov>. Contractor will be required to submit a performance and payment bond.

While the cost is an important factor, it is not the only factor. The Board may also consider references, design, quality, life cycle costs, time frame for completion and other similar factors in making the final decision on what it deems best overall for Barrington. Firms shall submit proposals with sufficient

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details for the Select Board to make a selection. The firm shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive proposals in connection with this proposal. The successful firm shall not use the name of the Town in any advertising without first obtaining written permission from the Select Board. Any changes to the provisions or specifications of this Proposal shall be made by written addendum issued no later than 4 working days prior to the proposal opening date. Prospective Firms shall have complete responsibility for being aware of any and all addenda.

The Select Board or its designees may make such investigations as it may deem necessary to determine the ability of the firm to perform the services, check references, and the firm shall furnish the Town all such information for this purpose that the Town may request. Select Board reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Select Board will reject the Bid of any Bidder that Select Board finds, after reasonable inquiry and evaluation, to not be responsible. In evaluating Bids, Select Board will consider whether the Bids comply with the prescribed requirements, unit prices, and other data, as requested in the Bid Form. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Select Board will reject the Bid as nonresponsive; provided that Select Board also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

The Contractor acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees, performance of its equipment, and subcontractors. In addition to maintaining the required insurance under this Contract, the Contractor to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor. In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The firm shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".

Insurance: At the time of the execution of the Contract, the Contractor shall present to the Select Board, proof of the required Liability Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain

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contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor, its subcontractors, or any professional service provider. The Contractor agrees that it will carry any and all insurance which will protect it, the Town of Barrington and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town and its officials, agents, volunteers, and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town.

Upon receipt of written notice of acceptance of their proposal, the successful firm shall within ten calendar days to the Town and under (RSA 447:16) deliver to the Town an executed **Performance Bond as security in the amount of 100%** of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the Town, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit and occupancy of the project or any portion thereof prior to formal acceptance by the Town.

The firm will guarantee the work and materials and the work and materials of all subcontractors for a period of one year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials.

The Contractor also shall carefully examine the Specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within thirty days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Select Board that all payrolls, material bills and other indebtedness connected with the work have been paid.

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The entire work contemplated by the Contract shall be under the supervision of the Select Board, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

Determination and Extension of Contract Time: It is a desired part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the ideal Contract time, it shall make a written justification to the Select Board setting forth the reasons which it is taking longer.

Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Select Board of Barrington.

Bids shall be on a unit price basis as indicated in the Bid Form Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. The "Bid Price" for each unit price Bid item will be the product of the "Estimated Quantity" (which Select Board or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Select Board for Bid comparison purposes. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

MAINTENANCE OF TRAFFIC:

Barricades, Warning Signs and Traffic Officers

1. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the Town.
2. The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and animals or any other cause due to lack of adequate controlling devices.
3. The Contractor shall be responsible for traffic control coordination and reimbursement. Barrington Police Department will be used unless coverage is not available, at which time regular flaggers can be used and provided by the Contractor. Police details will be coordinated through the Road Agent and paid for by the Contractor.
4. The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

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SPECIAL PROVISION AMENDMENT TO SECTION 619 – Maintenance of Traffic

Add to 619:

Construction Requirements:

All work shall be prosecuted so pedestrian and traffic flow can be maintained. Only one travel lane closure at a time will be allowed without prior approval from the Town.

The Contractor will develop both a construction staging and traffic control plans. The plans shall be submitted for approval by the Town.

Dust and traffic control as may be ordered by the Town will be paid for under this item.

Method of Measurement:

The traffic control item shall be measured on a unit basis under Maintenance of Traffic. All costs associated with the application of these measures or other measures directed by the Town shall be paid for under this item and will not be further chargeable to the project, except as stipulated and specified under Contract Items.

Basis of Payment:

This work shall be paid for from the Contract Unit Price as listed under Item 619 (Maintenance of Traffic). This unit price shall include all equipment, materials, and labor thereto.

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BID FORM

PROJECT IDENTIFICATION: Paving projects for Town of Barrington as outlined in this Request for Proposal 2022 Crack Sealing

This Bid is submitted to:

Town of Barrington

P.O. Box 660 / 333 Calef Highway

Barrington, NH 03825

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Select Board of the benefits of free and open competition.

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



Certificate of Corporate Vote

At a meeting of the Board of Directors of SEALCOATING, INC. DBA INDUS held on January 7, 2022, at which all the Directors were present or waived notice, it was

VOTED: That Elizabeth Wuori, President of this Company and Richard L. Goodick, Vice President of this Company, be and he hereby are authorized to execute bids, contracts and bonds in the name and behalf of said Company; and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such President and Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

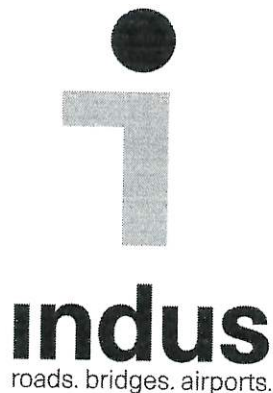
ATTEST: April Durant
Clerk/Secretary

Place of business: Braintree, MA

Date of this contract: _____

I hereby certify that I am the clerk of SEALCOATING, INC. DBA INDUS that Elizabeth Wuori and Richard L. Goodick are respectively the duly elected President and Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

April Durant
April Durant, Clerk



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

BY: Richard L. Goodick

TITLE: Vice President

DATE: May 9, 2022

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Bidder will complete the Work in accordance with the Contract Documents for the following prices:

	Item Description and unit price written in words	Unit	Estimated Quantity	Unit price \$xx.xx	Total price \$xx.xx
1.	Hot-Poured Crack Sealant	SY	53,800	\$0.48/SY	\$25,824.00
2.	Mobilization or other charges not included in unit pricing	LS	1	\$300.00	\$300.00
3.	Maintenance of Traffic	U	1	\$2,592.32	\$2,592.32
				Total project price	\$28,716.32

TOTAL CONTRACT PRICE BASE BID:

Dollars and Cents in words Twenty-eight Thousand Seven Hundred Sixteen Dollars and Thirty-two Cents

Price in (numbers) \$ 28,716.32

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities.

This Bid submitted by **(sign appropriate category 1-4)**:

1. If Bidder is **An Individual**

Name (typed or printed):

(Individual's signature)

Doing business as:

2. If Bidder is a **Partnership**

Partnership Name:

By:

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

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3. If bidder is a **Corporation**

Corporation Name: Sealcoating, Inc. d/b/a indus

State of Incorporation: Massachusetts

Type: **General Business** Professional, Service, Limited Liability):

By:


(Signature -- attach evidence of authority to sign)

Name (typed or printed): Richard L. Goodick, Vice President

Title:

Attest


(Signature of Corporate Secretary)

4. If bidder is a **Joint Venture**

Name of Joint Venture:

First Joint Venture Name: (SEAL)

By:

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Second Joint Venture Name:

By:

(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed):

Title:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

For all bidders:

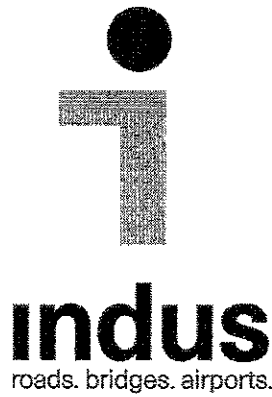
Contact person Sealcoating, Inc. d/b/a indus

Bidders Business address:

825 Granite Street

Braintree, MA 02184

Phone Number (781) 428-3400



Random Crack Sealing by Rubberized Method References

Connecticut Department of Transportation (District #2) (Customer since 2013)

171 Salem Turnpike
Norwich, CT 06360
Contact: Gary Belina, Administrative Manager
Ph: (860) 594-3099, Fx: (860) 594-3370
Email: Gary.Belina@ct.gov
Job #02-18-0150, Start Date: 9/11/18
Completion Date: 10/24/18, Contract Amount: \$189,551.00

Vermont Agency of Transportation (Customer since 2010)

Statewide STP Crack (38) Southern Region
133 State Street
Montpelier, VT 05633
Contact: Daryl Bassett, Engineer
Ph: (802) 828-2641
Job #02-19-0228, Start Date: 7/22/20
Completion Date: 08/26/20, Contract Amount: \$666,584.79

MassDOT Aeronautics Division (Customer since 1997)

Logan Office Center
One Harborside Drive, Ste. 205N
East Boston, MA 02128
Contact: Michael Thompson, Manager of Finance and Administration
Ph: (617) 412-3687, Fx: (617) 412-3679
Email: michael.thompson@mac.state.ma.us
Job #04-20-0093, Start Date: 4/09/20
Completion Date: 10/06/20, Contract Amount: \$2,176,866.14

Town of Somers, CT (Customer since 2017)

P.O. Box 308
600 Main Street
Somers, CT 06071
Contact: Todd Rolland, Director of Public Works
Ph: (860) 763-8238
Email: trolland@somersct.gov
Job #02-20-0051, Start Date: 4/01/20
Completion Date: 04/10/20, Contract Amount: \$90,868.20

MDOT Highway Division (District #1) (Customer since 1996)

270 Main Street
Lenox, MA 01240
Contact: Mike Fabiano
Ph: (413) 637-5735, Fx: (413) 637-0309
Email: Michael.fabiano@state.ma.us
Job #02-17-0248, Start Date: 9/11/17
Completion Date: 10/13/17, Contract Amount: \$287,753.80

Knox County Regional Airport (Customer since 2020)

Ash Point Road
Owls Head, ME 04854
Contact: Jeremy Shaw, Manager
Ph: (207) 594-4131, Fx: (207) 294-0738
Email: jshaw@knoxcountymaine.com
Job #04-20-0309, Start Date: 10/09/20
Completion Date: 11/06/20, Contract Amount: \$461,187.00

Massachusetts Port Authority – Boston/Logan (Customer since 1996)

One Harborside Drive, Suite 200S
East Boston, MA 02128
Contact: Caesar Pitta, Senior Resident Engineer
Ph: (617) 568-3506, Fx: (617) 568-5998
Email: cpitta@masspot.com
Job #04-20-0104, Start Date: 5/08/20
Completion Date: 08/06/20, Contract Amount: \$2,618,974.24

City of Rutland, VT (Customer since 2017)

P.O. Box 969
52 Washington Street
Rutland, VT 05702
Contact: James Rotondo, City Engineer
Ph: (802) 773-1813
Email: jimr@rutlandcity.org
Job #02-20-0310, Start Date: 09/23/20
Completion Date: 09/24/20, Contract Amount: \$19,988.24



Proposal

825 Granite Street, Braintree, MA 02184 phone 781.428.3400 fax 781.428.3430 **indusinc.com**

Town of Barrington
Highway Department
226 Smoke Street
Barrington, NH 03825

Phone: 603-664-0166 5/6/2022
FAX: 603-664-5179

Barrington, NH Crack Sealing 2022

Barrington, NH

BID DATE: May 11, 2022 12:00 pm
QUOTED BY: Richard L. Goodick, Vice President

ALTERNATE BID

<u>ITEM NO</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENDED PRICE</u>
	53,800 SY	PCRM Cracksealing With Fibers SY (Alternate) See attached spreadsheet for PCRM pricing lump sum by street	\$0.40/SY	\$21,520.00
	GAL	PCRM Cracksealing With Fibers Gal (Alternate) The PCRM per gallon price includes 2 flaggers	\$13.97/GAL	



All material is guaranteed to be as specified. All work to be in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature:

Richard L. Goodick, Vice President

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment terms are net upon completion, unless stated otherwise.

Date of Acceptance: _____

Signature: _____



PCRM

BOD: 05.11.22

Street **From** **To** **Price/SY**

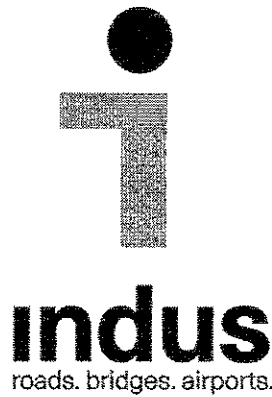
\$0.40

Bid Price

Aspen Court (minor)			\$720.00
Bear Creek			\$680.00
Brewster Road			\$4,520.00
Caldwell Lane			\$800.00
Calef Island Road	Beauty Hill Rd	Peabody Wy	\$2,400.00
Clover Lane			\$1,240.00
France Road	Mallard	Mica Poin Rd	\$2,320.00
Heights Road			\$2,080.00
Hillside Drive (minor)			\$720.00
Peabody Way			\$520.00
Robinson Lane			\$1,040.00
Stagecoach Road	Liberty Ln		\$1,280.00
Steppingstone Road	TL	TL	\$2,560.00
Wintergreen			\$640.00

TOTALS

\$21,520.00



Polymer & Crumb Rubber Modified Crack Sealing References

Town of Agawam, MA (Customer since 2011)

Department of Public Works
36 Main Street
Agawam, MA 01001
Ph: (413) 786-0400, Fx: (413) 786-9927
Contact: Michael Albro, Asst. Town Engineer
Email: malbro@agawam.ma.us
Job #02-21-0252
Contract Start Date: 08/03/2021
Contract Completion Date: 10/19/2021
Contract Amount: \$204,527.16

City of Haverhill, MA (Customer since 1996)

Highway Department
500 Primrose Street
Haverhill, MA 01830
Ph: (978) 374-2364, Fx: (978) 374-2362
Contact: John Pettis, City Engineer
Email: jpettis@cityofhaverhill.com
Job #02-21-0087
Contract Start Date: 04/23/2021
Contract Completion Date: 07/23/2021
Contract Amount: \$122,285.00

Massachusetts Department of Transportation-District #4 (Customer since 2013)

519 Appleton Street
Arlington, MA 02476
Ph: (781) 641-8300, Fx: (781) 646-5115
Contact: Paul Stedman, District Highway Director
Email: paul.stedman@dot.state.ma.us
Job #02-20-0122
Contract Start Date: 06/13/2021
Contract Completion Date: 10/15/2021
Contract Amount: \$481,447.00

City of Nashua, NH (Customer since 2017)

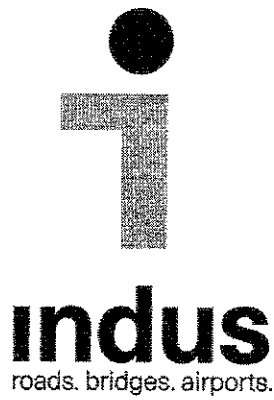
Department of Public Works
9 Riverside Street
Nashua, NH 03062
Ph: (603) 589-4750, Fx: (603) 589-3169
Contact: Lisa Fauteux, Director of Public Works
Email: FauteuxL@nashuanh.gov
Job #02-21-0267
Contract Start Date: 07/08/2021
Contract Completion Date: 11/05/2021
Contract Amount: \$175,360.87

Maine Department of Transportation (Customer since 2004)

16 State House Station
Augusta, ME 04333
Ph: (207) 624-3534, Fx: (207) 624-3431
Contact: Guy Berthiaume
Email: guy.berthiaume@maine.gov
Job #02-21-0062
Contract Start Date: 07/13/2021
Contract Completion Date: 07/16/2021
Contract Amount: \$91,413.90

City of Torrington, CT (Customer since 2017)

140 Main Street, Room 307
Torrington, CT 06790
Ph: (860) 489-2235
Contact: Paul Kundzins, Deputy Public Works Director/City Engineer
Email: paul.kundzins@torringtonct.org
Job #02-21-0094
Contract Start Date: 11/02/2021
Completion Date: 11/18/2021
Contract Amount: \$130,120.60



The following is the trade name for crack sealant our company intends to use for the modified crack sealer. I have also provided the name of our manufacturer/supplier.

Asphalt Binder: **Modified Asphalt**

Manufacturer All States Materials Group
325 Amherst Rd., Rte. 116
Sunderland, MA 01375
Phone: (413) 665-7021

Polyester Fibers: **8% Polyester Fibers**

Manufacturer Advanced Fiber Solutions
403 Powderhorn Rd.
Laurens, SC 29360
Phone: (800) 351-5410



Certified Employees

Print Excel CSV Copy

Show 10 entries

Search:

First Name	Last Name	Employer	Certification	Expiration Date
Connor	Maloney	Indus	Crack Treatment	01/31/2025
Matthew	Teio	Indus	Crack Treatment	01/31/2023
Mike	Alger	Indus	Crack Treatment	01/31/2025
Paul	Wuori	Indus	Crack Treatment	01/31/2025
Rich	Goodick	Indus	Crack Treatment	01/31/2025
Ryan	Costello	Indus	Crack Treatment	01/31/2025
Ryan	Harrington	Indus	Crack Treatment	01/31/2025
Todd	Connors	Indus	Crack Treatment	01/31/2025
Tom	Kenney	Indus	Crack Treatment	01/31/2025
First Name	Last Name	Indus	Crack	Expiration Date

Showing 1 to 9 of 9 entries (Filtered from 365 total entries)

Contact Us

Email: rcp@tsp2.com
Phone: (517) 432-8220
Fax: (517) 432-8222

Address

2657 Jolly Road
Owens, MI 48854
Map

Hours of Operation

8 am - 5 pm
Eastern Time

**RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED
(PCRM) ASPHALT COMPOUND WITH REINFORCING FIBERS**

1. 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, including vegetation removal and sterilization of cracks, where necessary.

2. MATERIAL

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

a) **The asphalt binder** shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:

- 1) The binder will meet PG 64-28E requirements after modification including:
 - PG grade requirements of AASHTO M320
 - Requirements of AASHTO TP70/MP19
- 2) Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
- 3) The asphalt supplier shall provide testing for both the neat and modified asphalt binders
- 4) See below for typical modified test results for 64-28E with crumb rubber:

DSR ORIGINAL

- kPa >1.00 @ 64° C. Fail temp = 76+° C

DSR RTFO

- kPa >2.20 @ 64° C. Fail temp = 76+° C

MSCR

- JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C
- R3200 (Average % Recovery): >70%

DSR PAV

- kPa <6000 @ 64° C

BBR

- Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

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- b) **The fiber reinforcing materials** shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475°F (246°C)
Crimps/Inch (ASTM D3937-90)	None
Cross Section	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity (ASTM D792-91)	1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to Normal Variations

- c) **Modifying Compound:** The modified 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 re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

3. EQUIPMENT

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

- a) **Air Compressor:** Air compressors shall be 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.
- b) **Broom or Sweeper:** 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.
- c) **Melter:** The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F, and must be capable of pumping an 8% fiber content blend.

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(PCRM) ASPHALT COMPOUND WITH REINFORCING FIBERS**

4. PREPARATION OF CRACKS

- a) **Debris and Vegetation Removal:** All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000°F and 3,000' feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed
- b) **General:** No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present; or when the ambient temperature is below 25°F.

5. PREPARATION AND PLACEMENT OF SEALANT

- a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Whenever material is added to the tank, whether in bulk or pre-packaged blocks, sealing operations shall be suspended for 1 hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.
- b) Sealant shall be delivered to the pavement cracks through a high-pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (over-banding) shall be no greater than 3 inches. 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.

6. WORKMANSHIP

All workmanship shall be of the highest quality, and any excess of spilled sealant 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 Owner.

7. PERFORMANCE

- a) It is the intention of the Owner not to award a contract for this work under this or any other proposal if the contractor 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. The Owner 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 Owner.
- b) To ensure contractor's capabilities, the bidder shall provide with his bid evidence that at least two (2) of the company's crack sealing field supervisory personnel have completed AASHTO TSP2 training, and successfully passed the Crack Treatment certification exam administered by the National Center for Pavement Preservation (NCP). During completion of the work, contractor will be required to have at least one (1) AASHTO TSP2 Crack Treatment certified employee assigned to the job and present at all times when crack sealing work is being performed.
- c) Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Penalties will be imposed upon the Contractor for overbanding beyond three inches (3").
- d) The Contractor must submit the following with his bid proposal:

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- 1) A list of six (6) jobs which he has successfully completed with the polymer and crumb rubber modified asphalt compound with reinforcing fibers specified herein, giving the name and address of these projects so they can be investigated prior to the award of the contract.
- 2) The trade name of the crack sealant the contractor intends to use.
- 3) The manufacturer of the crack sealant the contractor intends to use.
- e) The Owner will require the Contractor to successfully perform a 200' foot test strip in the field prior to commencing work under the contract.
- f) Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications, including the following:
 - 1) Performance Grade of Unmodified Asphalt: **PG 64-28S** (standard)
 - 2) AASHTO M-320, Table 1
 - 3) 7% chemically-modified crumb rubber (CMCR)
 - Composed of 100% 80-mesh recycled tire rubber
 - 4) 3-4% specially formulated polymer package
 - 5) Performance Grade of Modified Asphalt: **PG 64-28E** (able to withstand "extremely heavy" traffic loads)
 - 6) AASHTO M-320, Table 1
 - "E" Jnr 3.2 kPa @ 64°C: <0.5%
 - R3200 (Average % Recovery) @ 3.200 kPa: >70%
 - 7) 8% polyester reinforcing fibers

8. TRAFFIC CONTROL

The cost of flaggers and any police details, if required, will be paid or reimbursed by the Owner. The Owner will coordinate detail assignments which will be billed to the Contractor directly based on the hourly cost. The Contractor will not be reimbursed for police detail expenses incurred due to failure to cancel or cancelling without the required notice.

9. METHOD OF AWARD

To ensure contractor accountability, the Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

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10. MEASUREMENT AND PAYMENT

a) The unit of measure for the work may be any of the following:

- 1) Gallon
- 2) Pound
- 3) Linear Foot
- 4) Square Yard
- 5) Day
- 6) Lump Sum

The unit of measure will be determined by the awarding authority and set forth in the bid documents. Payment shall be at the unit price bid in the proposal and shall be full compensation for furnishing, preparing, placing the material specified and furnishing of all labor, equipment and incidentals for the satisfactory completion of this item.

11. ASPHALT PRICING AND PRICE ADJUSTMENTS

- 1) **Asphalt Price Adjustments:** Contractor's bid prices below shall be based upon the current State DOT asphalt cement price index posted exactly two (2) weeks prior to the due date for receipt of bids ("Bid Index"). If the posted State DOT asphalt cement price index in place when the work is performed differs from the Bid Index, up or down, then Contractor's invoices shall include price adjustments for the asphaltic materials, and these adjustments shall be calculated based on the actual tons of liquid asphalt cement incorporated into the work.
- 2) **Future Year Price Adjustments:** The Owner reserves itself the option to extend the use, terms, conditions and prices of this bid for an additional three (3) years after the first year in which the contract is awarded. Such extension will be subject to the Owner reviewing and approving the Contractor's annual request for a price adjustment based on and limited to the prior year's actual rate of inflation. If such price adjustment cannot be mutually agreed upon between the Owner and Contractor, Owner may choose to re-bid the work in lieu of extending this contract.

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc. DBA indus

825 Granite Street, Braintree, Massachusetts 02184

_____ as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland,

of 100 High Street - Suite 1400, Boston, MA 02110, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Barrington, NH as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Crack Sealing

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of May, 2022.

Brenda D. Ryan
Witness

Christina D. Kelly
Witness

Sealcoating Inc. DBA indus (Seal)
{ Richard L. Goodick
Principal
Richard L. Goodick, Vice President Title

Fidelity and Deposit Company of Maryland
{ By Ellen J. Young
Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Frank J. SMITH, Ellen J. YOUNG, Donna M. ROBIE, Christina D. HICKEY, Tara L. CLIFFORD**, of Natick, Massachusetts, Each, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of October, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*

Secretary

State of Maryland
County of Baltimore

On this 14th day of October, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of May, 2022.



A handwritten signature in black ink that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577