The Berkshire Regional Group Purchasing Program (BRGPP) will accept sealed bids on behalf of participating municipalities as part of the 2019-2020 Cooperative Highway Bid Program.

The sealed bids, plainly marked "FY20-08 Road Crack Sealing Service Bid" in the lower left corner of the envelope will be received by Matthew Dovell, MCPPO for the BRGPP at the BRPC, 1 Fenn Street, Suite 201, Pittsfield, Ma 01201 until Tuesday, July 9, 2019 at 11:00AM, after which time they will be taken to the second floor Conference Room 218 where they will be publicly opened and read aloud. Specifications and instructions for all bids may be obtained through the BRPC at the above address, or by emailing mdovell@berkshireplanning.org.

The BRPC is an Equal Opportunity/Affirmative Action Employer. Wage rates are subject to the minimum wage rates as per MGL Chapter 149, Sections 26 through 27 as applicable thereto. Chapters 30B and 30, 39M as adopted by the BRPC will also apply.

Only bidders who are prequalified by MassDOT in the requisite category of work will be allowed to bid. Contractors with questions about this should call the MassDOT Prequalification Hotline at 617-973-7636. Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. See rate schedule, attached.

This bid is being undertaken per MGL Ch 30 §39M requiring a 5% bid bond/deposit.

This bid being undertaken is subject to a 1.5% administrative fee from the BRPC based on the total contract price.

The Berkshire Region Group Purchasing Program, the awarding authority and the participating municipalities reserve the right to accept or reject any or all bids in total or in part, or waive any informality in the proposals as they deem in the best interest of the public.

Berkshire Regional Group Purchasing Program

*Matthew Dovell MCPPO*
GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out signed BID FORM and also a properly executed Tax Compliance/Non-Collusion Form, Debarment Form and signed OSHA certification. All of this information can be found within the contents of the Invitation for Bid. Minor defects on a bid submittal may be waived by the BRGPP as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Chief Procurement Officer.

2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the BRGPP. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.

3. As the Berkshire Regional Group Purchasing Program (BRGPP) and all participating towns are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.

4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 40 days from bid opening.

5. The BRGPP and the joint Cooperative Purchasing participants reserve the right to reject any and all bids, in total or in part.

6. The contractor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.

7. The contractor will be required to indemnify and hold harmless the BRGPP for all damages to life and property that may occur due to contractor’s negligence or that of his/her employees, subcontractors, etc., during the contract.

8. If in the judgment of the BRGPP, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.

9. Any inferior or damaged product, as determined by the BRGPP, will be replaced at the total expense of the CONTRACTOR.

10. This bid will only be made available to participating towns. The awarded vendor(s) must get permission from the BRGPP before offering this bid pricing to any town not listed on the Bid Form. If the bid form requests a delivered price for a specific town, that quotation will be for used by that town only.

11. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.

12. The Contract Agreement will be on file at the BRGPP at BRPC. The contract will include but not be limited to all general and specific conditions contained in the Invitation for Bid, all changes, and the BID FORM submitted by the awarded bidder.
13. Bidders are encouraged to contact the individual Town Highway Superintendents prior to the bid to obtain more specific information about that town’s needs with respect to a particular bid.

14. A contract (or contracts) will be signed between the awarded bidder(s) and the BRGPP, acting on behalf of the participating towns. If a specific town is mentioned in the contract, that town will be bound by the conditions of the contract. If a town has an existing contract for the bid item, the existing contract shall take precedence.

15. Each municipality is responsible for payment of their own invoices. All awards are dependent on the municipalities receiving appropriate funding for the projects.

16. Once bids are opened, the BRGPP will forward the information to participants. Bids will be awarded based on the acceptance of the participating Towns.

17. The contract(s) resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form.

18. The BRGPP will in no way be responsible for the actions of the participating Towns. Payments of invoices will be made within 30 days upon receipt of invoice by each town which requested services.

19. The BRGPP will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

   Matthew Dovell MCPPO  
   BRGPP  
   1 Fenn Street, Suite 201  
   Pittsfield, Ma 01201  
   mdovell@berkshireplanning.org  
   413-442-1521 Ext 12

20. Police or Flagging Detail is the responsibility of the municipality.

21. MassDOT prequalification is required to participate in this bid.

22. The BRGPP does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities.

23. If this Contractor has not performed this work for the BRGPP in the past, the Contractor must submit with their bid a list of six (6) jobs which they have successfully completed, giving the name and address of the projects so that they may be referenced prior to the award of the contract.
24. All awards are dependent on the municipalities receiving funding for the projects.

25. Vendor agrees to file a quarterly report of the total amount of money spent by each participating entity under this contract. Each report shall be filed with the BRGPP and is due twenty-one (21) days following the end of each quarter.

26. **Contract execution will be conditioned upon producing:**

   a. **A Labor and Materials Payment Bond** in the amount of 50% of the awarded contract, issued by a surety company licensed by the Massachusetts State Division of Insurance;

   b. **An insurance certificate** as outlined on the INSURANCE REQUIREMENTS page. Please note the requirement regarding Statutory Workers Compensation Insurance.

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**ADDITIONAL REQUIREMENTS**

The following requirements (if checked) will be applicable to this bid.

- X Prevailing wage rates set at the Massachusetts Department of Labor and Industries apply to this bid. Attached are the pertinent tables in effect for this work.

- X More than one contract may be awarded for this bid (by Section) and the total contract awards are expected to exceed $25,000. Each bidder must submit with its bid a bid deposit equal to 5% of the amount of the bid. The bid amount is obtained by multiplying the total expected volume by the bid price. **The bid deposit may be in the form of a certified check, bank treasurer's or cashier's check, or a bid bond from a licensed surety company. The surety bond may state the amount to be "five percent (5%) of the amount bid."**

- X A Labor and Material Payment Bond in the amount of 50% is required from the successful bidder(s) for in-place application.

- X The bidder to whom a contract is awarded guarantees to the BRGPP and Participants all equipment, materials or workmanship for a period of one (1) year after inspection and acceptance and shall replace promptly any defective equipment, material or workmanship without additional cost to the Participants.

- X A administrative fee in the amount of 1.5% is required from the successful bidder(s) payable to the BRPC based on the total contract price.

27. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10- hour training and provide proof to the various agencies in charge of the work.
This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.
INSURANCE REQUIREMENTS

The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Worker’s Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the BRGPP and before commencement of work hereunder the Contractor agrees to furnish the BRGPP certificates of insurance or other evidence satisfactory to the BRGPP to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the minimum amounts specified below:

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory **</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000.00 combined single limit for bodily injury and property damage</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$3,000,000.00 aggregate</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

** A “Workers Compensation Insurance Affidavit: General Business” as issued by the Massachusetts Department of Industrial Accidents will be required of the winning bidder(s) at contract signing. See http://www.mass.gov/lwd/docs/dia/forms/f-aff-general.pdf

The BRGPP and the participating towns shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Checklist of Required Signed Submittals

- Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- Tax Compliance Form
- Non Collusion Form
- Debarment Form
- OSHA Statement
- 5% Bid Bond
FY20-08 ROAD CRACK SEALING SERVICE

SPECIFICATIONS

1. The period of this bid will be from July 1, 2019 to June 30, 2020.

2. Prices will be held firm for the duration of the contract period. Asphalt period pricing does not apply to this bid.

3. For purposes of this bid, Engineer shall mean Highway Superintendent or his/her designee.

Section 1: RUBBER CRACK SEALING

4. Materials:

   A. Asphalt Sealant shall be Roadsaver 201 Sealant or Equal, shall be 9.3 pounds per gallon, and contain a minimum of 18% recycled rubber by weight of the asphaltic components.

   B. Materials shall have the following properties:

<table>
<thead>
<tr>
<th>Test</th>
<th>ASTM D3405 Spec. Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cone Penetration 77F (25C)</td>
<td>90 max.</td>
</tr>
<tr>
<td>Resilience 77F (25C)</td>
<td>60% min</td>
</tr>
<tr>
<td>Flow 140F (60C)</td>
<td>3mm max</td>
</tr>
<tr>
<td>Bond -20F 50% ext.</td>
<td>Pass 3 cycles</td>
</tr>
<tr>
<td>Asphalt Compatibility</td>
<td>Compatible</td>
</tr>
<tr>
<td>Recommend Pour Temperature</td>
<td>380F (193C)</td>
</tr>
<tr>
<td>Safe Heating Temperature</td>
<td>410F (210C)</td>
</tr>
</tbody>
</table>

   C. Black Beauty Boiler Slag (type used for sand blasting) or Detac can be used for cover.

   Application shall be sufficient to prevent pickup of completed application by traffic.

5. Equipment:

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

   B. 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 cracks.

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

E. An Application Shoe according to filler manufacturer's specifications.

6. Preparation:

F. Debris removal. All old material and other debris removed from the cracks shall be removed from pavement surface immediately by means of power sweepers or hand broom or air brooms.

G. Vegetation. When cracks show evidence of vegetation, it shall be removed and sterilized by use of Propane Torch unit eliminating all vegetation, dirt, moisture and seeds.

H. General. No crack sealing material shall be applied in wet cracks or where frost, snow, or ice is present nor ambient temperature is below 40 degrees F.

7. Preparation of Sealer:

Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and approved by the engineer. Minimum application temperature shall be 380 degrees F.

8. Workmanship:

Each crack sealed shall be completely filled and the surface of the seal shall bridge the crack with strong bond on each side. All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the engineer in charge.

It is the intent of the application of crack filler and stone cover to fill the existing cracks and seal them against the weather. Any failure due to pick up by traffic within seven days shall be redone within the payment of the original work.
Section 2: FIBER CRACK SEALING

1. Materials
   Crack Sealer shall be an Asphalt-Fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

   A. Asphalt Sealant shall be AC-10 or AC-20 with a penetration of 75-100.

   B. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>7 mm</td>
</tr>
<tr>
<td>Diameter</td>
<td>0.0008 inch plus or minus 0.0001 inch</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>1.32 to 1.40</td>
</tr>
<tr>
<td>Melt Temperature</td>
<td>480 degrees F. (Minimum)</td>
</tr>
<tr>
<td>Ignition Temperature</td>
<td>1000 degrees F. (Minimum)</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>75,000 PSI plus or minus 5,000 PSI</td>
</tr>
<tr>
<td>Break Elongation</td>
<td>33% plus or minus 9% fully drawn</td>
</tr>
</tbody>
</table>

   Asphalt-Fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement.

   C. Black Beauty Boiler Slag (type used for sand blasting) for cover.

   Application shall be sufficient to prevent pickup of completed application by traffic.

2. Equipment

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

   B. 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 cracks.

   C. Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

   D. Melting Kettle: The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 degrees F. and 550 degrees F.

3. Preparation:
A. Debris removal. All old materials and other debris removed from the cracks shall be removed from pavement surface immediately by means of power sweepers or hand broom or air brooms.

B. Vegetation. When cracks show evidence of vegetation, it shall be removed and sterilized by use of Propane Torch unit eliminating all vegetation, dirt, moisture, and seeds.

C. General. No crack sealing material shall be applied in wet cracks or where frost, snow, or ice is present not ambient temperature is below 50 degrees F.

4. Preparation of Sealer:

Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and approved by the engineer. Minimum application temperature shall be 320 degrees F.

5. Workmanship:

Each crack sealed shall be completely filled and the surface of the seal shall bridge the crack with strong bond on each side. All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the engineer in charge.

It is the intent of the application of crack filler and stone cover to fill the existing cracks and seal them against the weather. Any failure due to pick up by traffic within seven days shall be redone within the payment of the original work.
Section 3: “EXTENDO PAVE” CRACK SEALANT - OR EQUAL

1. SCOPE OF WORK

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 especially for improving 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:

- The binder will meet PG 64-28E requirements after modification including:
  - PG grade requirements of AASHTO M320
  - Requirements of AASHTO TP70/MP19

- 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)

- The asphalt supplier shall provide testing for both the neat and modified asphalt binders

- 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
(b) Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

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

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

** Subject to Normal Variations

The modified asphalt-fiber compound shall be mixed at a rate of 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 engineer approval 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) 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 degrees 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 degrees F. and 550 degrees F. and must be capable of pumping an 8% fiber content blend.
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 degrees F. and 3,000 feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

(b) General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present, nor when the ambient temperature is below 25 degrees 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 (overbanding) 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 engineer.

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 bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the 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) 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”).

(c) The contractor must submit the following with his bid proposal:
  ▪ The trade name of the crack sealant the bidder intends to use.
  ▪ The manufacturer of the crack sealant the bidder intends to use.
  ▪ Block material not accepted.
(d) The Owner will require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract. 
- Sample can be taken at anytime and submitted to independent lab at contractor’s expense.

(b) Manufacturer’s certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications, including the following:

☐ Performance Grade of Unmodified Asphalt: PG 64-28S (standard)
☐ AASHTO M-320, Table 1
☐ 7% chemically-modified crumb rubber (CMCR)
  - Composed of 100% 80-mesh recycled tire rubber
☐ 3-4% specially formulated polymer package
☐ Performance Grade of Modified Asphalt: PG 64-28E (able to withstand “extremely heavy” traffic loads)
☐ AASHTO M-320, Table 1
  - “E” Jnr 3.2 kPa @ 640°C: <0.5%
  - R3200 (Average % Recovery) @ 3.200 kPa: >70%
☐ 8% polyester reinforcing fibers

☐ On the Bid Form, Section #3 is listed as “Extendo-Pave”. Anyone may bid an item that is THE SAME OR EQUAL. The BRGPP and the individual Participant/Town will decide if a product is Equal. Please include the specifications and any other information about the product you are submitting a price on.

GENERAL TO ALL:

1. Safety Control for Construction Operations:
The contractor shall be responsible for all traffic safety control during the execution of the work. All sign, barricade and drum set-ups shall conform to the Massachusetts Uniform Traffic Control Devices, Latest Edition. The contractor shall be compensated for this traffic safety control as part of the unit price for the placement of the crack filler.

2. Rain Condition: No sealing is to be done during rain or wet conditions

3. Storage and Cleaning of Facilities:
The Contractor will be allowed to store his equipment at the garage of a participating Town during the period of time when the Town's roads are being worked on. Each Town shall not be liable for any vandalism or theft of the Contractor's equipment.

The Contractor may, with permission of a Town's Highway Superintendent, use that Town's Highway Department facilities for the cleaning of his equipment. Responsibility for maintenance of equipment shall rest solely with the Contractor.
4. Measurement and Payment

The procedure for ascertaining the correct number of gallons used for each day's operations shall be as follows: (1) The Highway Superintendent or his inspector shall count the volume of crack filler materials in the kettle before the vendor initially starts work for the day. This will be done by the use of a gauge and volume chart for the heating kettle which is to be furnished by the Contractor and acceptable to the Highway Superintendent. (2) Additional crack filler, in uniformly sized containers or standard measure, shall be added to the kettle only in the presence of the Highway Superintendent or his inspector. (3) At the end of the day's work the kettle shall be gauged to ascertain the quantity remaining. The difference between the starting and finishing measurements plus the units added during the work and subsequently placed upon the roadway cracks shall be the quantity to be paid for that day. The Contractor's foreman shall countersign the Field Manifold Notebook page to indicate concurrence with the measure. Payment for aggregate and all other work and materials incidental to the work shall be included in the price per gallon of crack filler.

Measurement for this bid unit shall be by the gallon and shall be the actual number of gallons of sealer applied to the pavement. Payment shall be at the unit price bid and shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project.
Volumes are for information purposes only. Actual volumes may be more or less than these estimates. Contracts will be awarded for each section. The following towns will be participating provided they receive funding:

1. **Rubber (total gal’s at 29,925)**

<table>
<thead>
<tr>
<th>Town</th>
<th>Estimated Volume (in gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Becket</td>
<td>1,300</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>1,500</td>
</tr>
<tr>
<td>Williamstown</td>
<td>2,500</td>
</tr>
<tr>
<td>North Adams</td>
<td>3,500</td>
</tr>
<tr>
<td>Florida</td>
<td>1,000</td>
</tr>
<tr>
<td>Lanesborough</td>
<td>1,000</td>
</tr>
<tr>
<td>Lee</td>
<td>2,600</td>
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<td>Tolland</td>
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<td>Great Barrington</td>
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<tr>
<td>Mt. Washington</td>
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<tr>
<td>Savoy</td>
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</table>

In-place price per gallon of Rubber $____________/gallon

Total Value of Rubber $__________

2. **Fiber (total gal’s at 16,510)**

<table>
<thead>
<tr>
<th>Town</th>
<th>Estimated Volume (in gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarksburg</td>
<td>12,510</td>
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<td>Lanesborough</td>
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In-place price per gallon of Fiber $____________/gallon

Total Value of Fiber $__________

3. **Extendo-Pave (total gal’s at 24,000)**

<table>
<thead>
<tr>
<th>Town</th>
<th>Estimated Volume (in gallons)</th>
</tr>
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<tbody>
<tr>
<td>Adams</td>
<td>5,000</td>
</tr>
<tr>
<td>Becket</td>
<td>1,300</td>
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<td>Pittsfield</td>
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<td>Stockbridge</td>
<td>3,000</td>
</tr>
<tr>
<td>Tyringham</td>
<td>1,000</td>
</tr>
<tr>
<td>Monterey</td>
<td>2,800</td>
</tr>
<tr>
<td>New Marlborough</td>
<td>1,600</td>
</tr>
<tr>
<td>Williamstown</td>
<td>2,500</td>
</tr>
<tr>
<td>Sheiffield</td>
<td>1,000</td>
</tr>
<tr>
<td>Richmond</td>
<td>800</td>
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</tbody>
</table>

In-place price per gallon of Extendo-Pave/gallon $____________

Total Value of Extendo-Pave $__________
*GRAND TOTAL OF BID: $_________________
ADMINISTRATIVE FEE 1.5% $_________________

*IF TOTAL VALUE OF BID IS $25,000 OR MORE, BID DEPOSIT IN THE AMOUNT OF 5% MUST BE INCLUDED WITH BID.

_________________________________
Company Name

If the Contractor has not performed this work for the BRGPP in the past, the Contractor must submit with their bid a list of six (6) jobs which they have successfully completed, giving the name and address of the projects so that they may be investigated prior to the award of the contract

BID SIGNATURE PAGE
FY20-08 ROAD CRACK SEALING SERVICES
2019-2020

I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid.

Authorized Signature __________________________ Printed Name________________________

Company Name *
Postal Address __________________________ Email Address________________________

_________________________zip________________________ Phone: __________________________

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to $1,000.00 or more:

_________________________ Federal Tax ID Number (this number is regularly used by companies when filing their “EMPLOYER’S FEDERAL TAX RETURN, U.S.” Treasury Department Form 941

* IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ___

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE ___

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE ___
TAX COMPLIANCE, NON-COLLUSION, DEBAREMENT, and OSHA forms

Any person or corporation that fails to date, sign with original signature, and submit the following statements as shown on the following four pages shall not be awarded this contract due to submission of an incomplete bid.
Chapter 233 (Sections 35 & 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of good and/or services to attest under the penalty of perjury that he is in compliance with all laws of the Commonwealth relating to taxes.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of Perjury that I, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, the filing of all state tax returns and paid all state taxes as required under the law, and as to the reporting of employees and contractors, and withholding and remitting for child support.

Corporate Name:  

Social Security Number or Federal ID Number:  

Authorized Official’s Signature:  

Typed or Printed Name of Signatory:  

Title:  

Date:  

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid 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.

Date ______________                                    ___________________________________

Authorized Official’s Signature

____________________________________
Typed or Printed Name of Person Signing

____________________________________
Company or Corporation

____________________________________
Name and Tel # of Person who will be filling out the Quarterly Reports
DEBARMENT STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date ______________
__________________________________
Authorized Official’s Signature

__________________________________
Typed or Printed Name of Person Signing

__________________________________
Company or Corporation
OSHA CERTIFICATION

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date __________________________  

__________________________________  
Authorized Official’s Signature  

__________________________________  
Typed or Printed Name of Person Signing  

__________________________________  
Company or Corporation
## Highway Department Contacts

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>CONTACT</th>
<th>PHONE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams</td>
<td>Tim Cota</td>
<td>413-743-8325</td>
</tr>
<tr>
<td>Alford</td>
<td>Monty Green</td>
<td>413-528-6327</td>
</tr>
<tr>
<td>Becket</td>
<td>Chris Bouchard</td>
<td>413-623-8988</td>
</tr>
<tr>
<td>Cheshire</td>
<td>Blair Crane</td>
<td>413-743-3376</td>
</tr>
<tr>
<td>Clarksburg</td>
<td>Kyle Hurlbut</td>
<td>413-663-3451</td>
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<tr>
<td>Dalton</td>
<td>John Roughly</td>
<td>413-684-6115</td>
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<tr>
<td>Egremont</td>
<td>Jim Noe</td>
<td>413-528-1106</td>
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<td>Sean VanDeusen</td>
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<td>Lanesborough</td>
<td>William Decelles</td>
<td>413-443-1921</td>
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<tr>
<td>Lee</td>
<td>Matt Larson</td>
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<tr>
<td>Lenox</td>
<td>Bill Gop</td>
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<td>Shawn Tryon</td>
<td>413-528-1734</td>
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<td>Jonathan Hoskins</td>
<td>413-528-2730</td>
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<td>New Ashford</td>
<td>Keith Lacasse</td>
<td>413-212-2639</td>
</tr>
<tr>
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<td>Charles Loring</td>
<td>413-229-8165</td>
</tr>
<tr>
<td>North Adams</td>
<td>Paul Markland</td>
<td>413-652-3162</td>
</tr>
<tr>
<td>Otis</td>
<td>Derek Poirer</td>
<td>413-269-0106</td>
</tr>
<tr>
<td>Peru</td>
<td>Justin Russell</td>
<td>413-655-8224</td>
</tr>
<tr>
<td>Pittsfield</td>
<td>Dan Ostrander</td>
<td>413-499-9314</td>
</tr>
<tr>
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<td>Pete Beckwith</td>
<td>413-698-3833</td>
</tr>
<tr>
<td>Savoy</td>
<td>Daniel LaBonte</td>
<td>413-743-1286</td>
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<td>Sheffield</td>
<td>Ed Pickett</td>
<td>413-229-7000</td>
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<td>Stockbridge</td>
<td>Len Tisdale</td>
<td>413-298-5506</td>
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<td>Noah Choquette</td>
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<td>Washington</td>
<td>Tom Johnson</td>
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<td>413-458-5159</td>
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<tr>
<td>Windsor</td>
<td>Dave Laviolette</td>
<td>413-684-3811</td>
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