

**Invitation to Bid on
CRACK SEALING SERVICES
For the Contract Period 5/15/2019 through 5/14/2020**

The Greater Portland Council of Governments (GPCOG), acting on behalf of various municipalities located in Southern Maine, is seeking bids for **CRACK SEALING SERVICES**.

This bid proposal package consists of the following sections:

- General Terms and Conditions (p. 3)
- Crack Sealing Services Bid Specifications (p. 7)
- Joint and Crack Seal Requirements (p. 14)
- Assurances (p. 18)
- Reporting Form (p. 19)
- Municipal Contact Info (p. 20)
- Estimated Needs (p. 21)

All bids shall be submitted on the Proposal Forms included with this bid document.

Bids may be mailed or hand delivered in a sealed envelope marked "Crack Sealing Bid" to the GPCOG office. (Bids will NOT be accepted via fax.)

Bids also may be emailed to tplante@gpcog.org with either a request to confirm receipt via email or a "read receipt" attached to the email submission.

**GPCOG
Attn: Cooperative Purchasing
970 Baxter Boulevard, Suite 201
Portland, ME 04103**

**Bids will be opened at
11:00 am
Wednesday, February 6, 2019**

ATTENTION BIDDERS:

PLEASE READ ALL SPECIFICATIONS AND REQUIREMENTS OF THIS BID CAREFULLY AS CHANGES, ADDITIONS OR DELETIONS TO THIS BID MAY HAVE BEEN MADE.

GPCOG ASSUMES NO RESPONSIBILITY FOR ANY MISUNDERSTANDING OF THE REQUIREMENTS OF THIS BID RESULTING FROM BIDDERS' FAILURE TO CAREFULLY REVIEW THESE DOCUMENTS OR TO CLARIFY INFORMATION CONTAINED HEREIN.

GPCOG COOPERATIVE PURCHASING GENERAL TERMS AND CONDITIONS

The Greater Portland Council of Governments (GPCOG) is a regional service and planning agency located in Cumberland County, Maine that is acting in a limited manner on behalf of Participants in this bid. Representations made in this invitation are based on information from the Participants. GPCOG will have full authority from the Participants to supervise the performance of contractors under this bid.

1. SUBMISSION OF BIDS

Bids must be submitted on the forms included with this bid package.

Bidders should understand that the submission of a bid represents an offer that may be accepted in whole or in part by the Participants. **The acceptance of a bid either in whole or in part constitutes the formation of a Contract.**

A bid may not be withdrawn after the date and time of bid opening and no bids will be accepted after the deadline.

Bids may be mailed or hand delivered in a sealed envelope marked "Crack Sealing Bid" to the GPCOG office. (Bids will NOT be accepted via fax.)

Bids also may be emailed to tplante@gpcog.org with either a request to confirm receipt via email or a "read receipt" attached to the email submission.

2. NEEDS OF PARTICIPANTS

The estimated needs of the Participants are aggregated for bidders' use in estimating the amount of work to be done under this contract. In addition, estimated needs by individual municipality are also provided for reference. Under no circumstances should bidders assume that these estimates represent the exact amount of work to be done. Bidders requiring more information than what is provided should contact the individual towns or agencies for clarification of scope of work, and no consideration will be granted for any alleged misunderstanding of the product or service to be sold and/or delivered.

3. PRICES

GPCOG is seeking offers as a cooperative bid to obtain the most favorable prices for the Participants. Contractors shall include in their offers any and all discounts, trade or otherwise.

The Participants are exempt from the payment of Federal and State sales taxes and prices shall be exclusive of any such taxes. All prices are to be net, with all discounts including but not limited to discounts for trade and time, reflected in the offered price. **All prices are to include the cost of delivery and other associated charges.** All prices shall be firm until the end of the contract period.

4. PARTICIPANTS

The list of municipalities and agencies submitting estimated needs presented in a bid package is provided to give bidders an indication of those interested in purchasing through this bid. No guarantees are made, however, that all of the Participants listed will participate. In addition, other entities not listed in this bid but who may wish to take advantage of the prices offered through this bid may do so without penalty or prejudice, subject to the approval of GPCOG.

5. INSURANCE

Contractors shall be required to have during the full term of this contract adequate insurance to ensure that Participants are protected from any and all liability and damage, whether willful or not, resulting from negligence, error or omission on the part of Contractor or any subcontractor engaged by Contractor. Such coverage may include, but shall not be limited to, Workers Compensation, Employer Liability, Product Liability, Comprehensive and Property Damage.

All bidders must furnish a Certificate of Insurance with their bid. Failure to provide proof of insurance coverage may result in automatic rejection of bid.

6. BID AWARDS

Bid awards are based on the lowest unit price per gallon of rubberized crack sealer in place. However, each municipality reserves the right to withdraw from the bid process in the event that the municipality wishes to not contract with the lowest bidder at its own discretion.

GPCOG reserves the right to accept or reject any or all offers, cancel the request for offers and to submit another request for offers, whichever is in its best interests.

7. SUBLETTING

Contractors shall not assign, transfer, convey, sublet or otherwise dispose of its Contract or its right, title, or interest therein to any other person, firm or corporation without prior consent of the Participants. In no case shall any such consent relieve the Contractor from its obligations or change any of the terms of the Contract.

8. REPORTING

The Contractor *must* provide a report to GPCOG by **June 19, 2020** that includes **an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.**

Reports are to be submitted to:

Tony Plante, Director of Municipal Collaboration
GPCOG Cooperative Purchasing
970 Baxter Boulevard, Suite 201
Portland, ME 04103
tplante@gpcog.org

Contractors may send a copy of each invoice sent to each Participant in this bid to GPCOG in lieu of these required sales reports, **as long as the invoice includes an itemized account of work performed in each community, the unit price for each item, and the total sale made to each Participant in the bid.**

If this information is not received by June 19, 2020, GPCOG reserves the right to restrict the Contractor from participating in any future bids.

9. BID PERFORMANCE

The Contractor agrees to bear all costs incurred by the GPCOG or the Participants arising from the failure of the Contractor through omission or commission to comply with all Federal, State, and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold GPCOG and the Participants harmless and to indemnify GPCOG and the Participants for these costs as well as all costs of collection, including but not limited to reasonable attorneys' fees.

If the Contractor/contractor fails to fulfill its obligations under this Contract and on time, or otherwise violates any provision of this Contract, the Participants may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The Participants shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Participants may collect damages, including costs of collection and reasonable attorney fees.

It is expected that once a bid award or awards are made and Participants have been notified of such award(s), the primary relationship in this bid shall be between awarded bidder(s) and Participants. GPCOG shall retain a secondary relationship with respect to problems arising out of the primary relationship.

Except as may be provided elsewhere in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by GPCOG, who shall mail or otherwise furnish its decision to the Contractor. The decision of GPCOG shall be final.

10. CONTRACTOR BID FEES

Each contractor will be charged 1% of the total sale for each transaction in each bid. Contractor fees will be invoiced and collected by GPCOG upon receipt of the final report. Late fees may be charged to any contractor failing to pay the fee with 30 days of the invoice.

11. EQUAL OPPORTUNITY

GPCOG and the Participants named in this bid are equal opportunity employers and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference,

disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Contractors and contractors or their agents doing business with GPCOG and its members shall not violate the above clause or the Civil Rights Act of 1964. Violations by contractors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract.

Many of the Participants in the GPCOG Cooperative Services Program have adopted Minority Business Enterprise DBE/WBE Programs. These programs either mandate minimum DBE/WBE participation in individual procurements or have established DBE/WBE participation goals for the purchasing departments. It is incumbent upon all participating jurisdictions to be aware of a lead jurisdiction's DBE/WBE program (if any) and to include their own program (if any) in a cooperative purchase as required by their own purchasing policies and procedures.

12. ADDITIONAL INFORMATION

Bidders needing more information than is found in these specifications should contact GPCOG:

Tony Plante, Director of Municipal Collaboration
GPCOG Cooperative Purchasing

207-774-9891 Extension 216 or tplante@gpcog.org

2019 CRACK SEALING SERVICES BID SPECIFICATIONS

For the Contract Period from 5/15/2019 through 5/14/2020.

1. TIME FRAME

Unless specifically excepted by a municipality, all work is to be completed by October 31, 2019. It is the Contractor's responsibility to determine which municipalities have work to be completed under this contract and to make such arrangements as are necessary for that completion.

2. CONTRACTOR'S RESPONSIBILITY

The Contractor will furnish, manage and supervise all engineering, labor, material and equipment to complete the work. The Contractor shall be responsible to the municipalities for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work under the Contract.

The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Director or designee, does not perform his work in a proper and skillful manner, or is intemperate or disorderly shall, at the request of the Director or designee, be immediately removed by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Director or designee.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Director or designee may suspend the work by verbal notice until such orders are complied with.

The Contractor shall be responsible for traffic control and signage during the performance of work and shall comply with any existing ordinances regulating traffic control or, if none, to the requirements of the Director or designee. The Contractor shall also conform to the Manual of Uniform Traffic Control Devices rules and regulations

that apply. Contractor's security personnel are not permitted to carry weapons of any kind at any time while at the site of any work done under this contract.

The Contractor shall pay all sales, consumer use, and other similar taxes for the work or portions thereof provided by the Contractor that are legally enacted at the time offers are received, whether or not yet effective.

The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

3. PRE-INSPECTION

Each Contractor, before submitting an offer, shall become completely informed of the required work and shall rely on its own investigation of the crack sealing needs of participants. Awarded bidders shall be available to any Public Works Director, Road Commissioner, or their designee who wishes to have the site(s) proposed for crack sealing inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done or for any defects in the final product that are the result of the absence of pre-inspection of a site.

4. QUALITY OF WORK

All work performed must meet a standard of quality that satisfies the Director or other responsible town representative. Any work that does not meet the satisfaction of the town representative shall be replaced or repaired at Contractor's expense. Satisfactory standard of quality shall be defined as a standard of work and product that any reasonable person with knowledge of crack sealing standards would deem to be acceptable.

Payment for work determined to be unsatisfactory may be withheld until Contractor completes the replacement or repair.

5. PERFORMANCE BOND

If required, Contractors shall submit to GPCOG a Performance Bond in the amount of 100% of the estimated Contract total within ten (10) days of receipt of notice of acceptance of the Contractor's offer or part of the offer. A bonding company licensed to do business in the State of Maine shall issue these bonds. Bidders are required to provide optional pricing for the provision of a Performance Bond. Communities may select pricing offers with or without a Performance Bond. If pricing with a Performance Bond is not offered, towns may require a Performance Bond, which shall be provided at the bid prices offered without a Performance Bond.

Municipalities will not enter into a contractual arrangement for any work with any company who is not bondable or is unwilling to provide a Performance Bond if requested.

6. Pricing

The Participants in this cooperative bid have combined their individual needs into one bid in order to obtain the lowest prices available. These combined volumes far exceed that which other municipalities can provide individually. Bidders are asked to consider this when extending their offers.

7. RIGHT TO CHANGE OR ADDITIONAL WORK

The municipality, in association with GPCOG, reserves the right to submit change orders in writing to the Contractor. In that event, the municipalities, in association with GPCOG, will negotiate with the Contractor to determine the new costs.

8. PROGRESS SCHEDULE

The Contractor shall contact the Director or designee of each participating municipality at least ten (10) days prior to commencing work and shall coordinate the scheduling of work with the Director or designee or person in charge in each community. UNLESS OTHERWISE AGREED TO, NO SATURDAY OR SUNDAY WORK WILL BE PERMITTED.

9. CLEAN UP

The Contractor shall confine operations at each site to areas subject to permits, ordinances, regulation or law, and shall not encumber the site with any materials or equipment.

The Contractor shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations at all times. At the completion of the work for each site, the Contractor shall remove all its waste materials and rubbish from and about the site, as well as its tools, equipment, machinery and surplus materials. The clean-up, transportation, and disposal of waste materials shall be done in conformance with all Federal, State, and local statutes, regulations, ordinances and rules including, but not limited to, all environmentally related statutes, regulations, ordinances and rules. If the Contractor fails to clean up each site at the completion of its work, the municipalities on their own, or through GPCOG, may do so and/or hire someone else to do so and the costs, including the costs for collection and reasonable attorney's fees incurred by the municipalities, shall be paid by the Contractor. The municipalities reserve the right to reduce payment by the amount of clean-up costs they incur pursuant to this paragraph.

10. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All employees on the work and all other persons who may be affected thereby.

- b. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of work.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the municipalities on their own or through GPCOG to remedy the damage or loss, and to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor or by reducing payment by the cost of damage caused by the Contractor.

11. INSURANCE

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish a certificate of insurance to GPCOG within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may result in termination of the Contract. Within one month of notice to the Contractor of the acceptance of its offer, the Contractor shall furnish to GPCOG a copy of insurance policy.

12. WARRANTIES

The Contractor shall expressly represent, warrant, and agree that all goods, equipment, machinery materials, services or work provided or performed relative to this Contract will:

- a. Conform in all respects to the specifications in this Contract.
- b. Be fit for the purpose or purposes of intended use.
- c. Conform to all applicable Federal, State, and local laws and regulations.
- d. Be new, of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

Any use statement, guarantee or warranty stated in the proposal relating to equipment, materials, service or work will be superseded by the terms and conditions stated herein or, in their absence, by the following:

If said equipment, materials, service, or work which is found to be defective in material, workmanship, or design fails or is found to be non-conforming with State or Federal regulations or with the conditions of this Contract within twelve (12) months after the work is completed and accepted, it shall be repaired or replaced by the Contractor at absolutely no cost to the municipalities or GPCOG.

All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims and security interests of whatever nature and substance. All materials used must be used in such a manner that the municipalities have full protection of all warranties that come with the purchase of the materials.

The Contractor agrees that it shall not compromise in any manner a manufacturer's warranty. The Contractor further agrees that if it does, regardless of fault, the Contractor shall indemnify and hold harmless the GPCOG and/or the municipalities for all damages and consequences arising from the compromise of the warranty including all costs and reasonable attorneys' fees incurred in the enforcement of this paragraph.

13. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless municipalities, GPCOG and their agents, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the municipalities.

14. ACCEPTANCE PERIOD

The municipalities shall have up to a maximum of 30 days from date of bid opening to accept an offer. An offer from a Contractor providing for a shorter acceptance period will not be an acceptable offer.

15. AWARD OR REJECTION OF OFFERS

The offer of a qualified, experienced, and reasonable Contractor that is in the best interest of each municipality will be accepted. The municipalities reserve the right to reject any or all proposals whenever such rejection is in their best interest. The municipalities reserve the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature or reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract. The municipalities reserve the right to accept offers in whole or in part, to accept offers by types of work including, but not limited to, road resurfacing or road reclamation, shoulder work, parking lots, by

municipality, or by hot mix taken at the Contractor's plant, all as separate items. Multiple acceptances may be made to ensure that all work will be completed within the Contract period. In determining the ability of a Contractor to perform the work, the following other qualifications, in addition to the costs, will be considered by the municipalities:

- a. The ability, capacity, and skill of the Contractor to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
- c. The quality of performance of previous contractors or services.
- d. Such other information as may be secured by the municipalities or GPCOG having a bearing on the decision to accept a proposal.

16. PRE-BID CONFERENCE

At the discretion of the Director or designee and the GPCOG, a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

17. CONTRACT QUALIFICATIONS

Contractor shall provide with its bid the following information:

- a. Certification of a minimum of two years of relevant experience.
- b. A list of three references, including the names and telephone numbers of a contact person for each. These references must be for completed jobs that are similar in scope to the work to be performed under this Contract.

18. PAYMENT

Payment in full shall be made after completion, inspection and acceptance by the Director or designee of all work the Contractor is to do for the Director or designee's municipality pursuant to the Contract.

19. RIGHT TO WITHHOLD PAYMENTS

Bid participants may withhold payments claimed by the Contractor for valid reasons, including any of the following:

- a. Defective work.
- b. Damages for non-conforming work.
- c. Failure to provide a representative of the Participant the opportunity to inspect the work.
- d. Damage to a third party.
- e. Claims filed or reasonable evidence indicating probable filing of claims.

- f. Failure of the Contractor to make payments to subcontractors or for materials or labor.
- g. Regulatory non-compliance or enforcement.

20. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the municipalities may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. The municipalities shall pay the Contractor fair equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the site owner may collect damages including costs of collection and reasonable attorneys' fees.

21. TERMINATION

If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is culpable of a substantial violation of a provision of the Contract, then the Participants or GPCOG may, without prejudice to any right or remedy, and after giving the Contractor seven days written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. The Contractor shall be responsible for all costs incurred by the municipalities and/or GPCOG to complete the work that exceeds the Contract price, including costs and reasonable attorneys' fees to collect the costs.

22. DELIVERABLES

In addition to the requirements found elsewhere in the Contract, the Contractor, no later than the completion of the work at each site, and earlier if requested by the municipalities or GPCOG, shall deliver to the municipalities or GPCOG the following:

- a. All literature, manuals, documents, and warranties for materials used.
- b. Any blueprints prepared for this Contract.
- c. All other tangible items prepared, developed, or otherwise created by the Contractor to perform this Contract.

ALL DELIVERABLES OR MATERIALS THAT ARE SUBJECT TO PARAGRAPH ON DELIVERABLES ARE THE PROPERTY OF THE MUNICIPALITIES.

2019 JOINT AND CRACK SEAL REQUIREMENTS

This work shall consist of furnishing all plans, labor, equipment and materials necessary to clean and seal bituminous concrete pavement cracks in accordance with the following provisions.

1. Materials

Asphalt Rubber Crack Sealer shall be an asphalt and rubber compound designed especially for improving the strength and performance of the base asphalt cement. Hot pour rubber crack sealant material shall conform to ASTM D-6690-4.

2. Weather

Asphalt Rubber Crack Sealer shall not be applied on a wet surface or when the atmospheric temperature is below 45°F as determined by an approved thermometer (placed in the shade at the crack sealing location), or when weather conditions are otherwise unfavorable for proper construction procedures.

3. Equipment

1. Equipment used in the performance of the work shall be subject to the Public Works Director or designee's approval and shall be maintained in satisfactory working condition at all times.

- 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 lb. 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. Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt and dust from the cracks.
- c. Hot Air Lance: Should operate with propane and compressed air in combination at 2000° and 3000° F, exit air heated at 1000 ft/sec. The lance should draw propane from no smaller than a 200-lb. tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.
- d. Hand Tools: Shall consist of a square shaped box screed, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work. The joints shall be raked open.

- e. Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608° F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200° and 550° F.

4. Preparation of Cracks

All cracks must be blown free and raked off of loose material, dirt, vegetation and other debris by high-pressure air. Material blown from the crack shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additional blowing may be required.

Some municipalities participating in this bid may request cracks be milled and cleaned before the crack is sealed. Contractors shall provide a separate unit price for pavement milling in each community.

All cracks must be blown and heated via the hot air lance 10 minute prior to the crack being sealed. Distance between the hot air lance and crack sealing unit should be no more than 50 ft. to eliminate re-invasion of water, debris and other incompressibles as much as possible. All debris, vegetation and water should be removed to enhance adhesion of the crack sealing material. This work shall not be performed in inclement weather.

5. Preparation and Placement of Asphalt Rubber Crack Sealer

The Asphalt Rubber Crack Sealer material shall be heated and applied at the temperature specified by the manufacturer and approved by the Public Works Director. Any material that has been heated above the manufacturer's specification longer than thirty minutes shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Public Works Director. The Contractor shall provide the Public Works Director with a suitable device for verifying the mastic temperature in the kettle and at the application site.

Any over application or spills are to be removed to the satisfaction of the Public Works Director. Any sealed areas with damaged or contaminated sealer, visible voids, or are otherwise not acceptable are to be removed, prepared and resealed as directed by the Public Works Director. If the sealed area is to be opened to traffic immediately, sand or other blotter material provided by the Contractor and approved by the Public Works Director or designee shall be broadcast over the cracks to prevent sealer pickup.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance

preparation through a pressure hose line and applicator shoe. The cracks are to be filled and smoothed flush with the surface of the pavement. A heated steel hotplate may be used on the surface of the repair area after the mastic has been applied. Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present.

6. Method of Measurement

Method of Measurement: Asphalt Rubber Crack Sealer will be measured by the gallon and will be paid for at the contract unit price per gallon including all work to complete the assignment.

If a community requests pavement milling before crack sealing this will be measured by the linear foot and paid for at the contract unit price per linear foot.

7. Basis of Payment

Asphalt Rubber Crack Sealer – Applied will be paid for at the contract unit price per gallon complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning and drying cracks; and furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work.

Pavement Milling – If a community requests pavement milling before crack sealing the basis of payment will be the contract unit price per linear foot of pavement milled.

**PLEASE RETURN ONLY
THE FOLLOWING PAGES:**

- 1. ASSURANCES (2 pages)**
- 2. REPORTING CONTACT (1 page)**
- 3. BID FORMS**

2019 CRACK SEALING SERVICES

For the Contract Period 5/15/2019 through 5/14/2020

ASSURANCES

We herewith submit our bid in accordance with the requirements and specifications herein and acknowledge and agree as follows:

1. That we have read these specifications carefully and agree to comply with all requirements of this bid,
2. That the needs stated herein are the best estimates of municipalities at the time of this bid, but that these estimates may vary and agree to supply the products and services required, whether more or less than these estimates,
3. We carry full liability insurance coverage that is in force and shall remain in force during the term of this contract and will provide a certificate of such insurance coverage as provided herein,
4. Our company is bondable and a Performance Bond will be provided if required for award of any portion of this bid, and
5. We agree to comply with the requirements relating to reporting requirements for products and services provided under this bid.

Further, we hereby certify:

1. That we have a minimum of two (2) years of relevant experience, and
2. That the following is a list of three references, including the names and telephone numbers of a contact person for each, for completed jobs that are similar in scope to the work to be performed under this Contract:

Name: _____ Telephone: _____

Name: _____ Telephone: _____

Name: _____ Telephone: _____

ASSURANCES (continued)

Signed:

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Printed Name and Title: _____

Signature: _____

(Owner or authorized representative of owner)

2019 CRACK SEALING SERVICES
For the Contract Period 5/15/2019 through 5/14/2020

REPORTING CONTACT

Periodic reporting of products or services sold is a requirement of this and all bids administered by GPCOG. The Contractor must provide to GPCOG the actual amount of work performed in each municipality upon request.

Please provide contact information for the person who shall provide the requested sales reports:

Name and Title: _____

Company: _____

Address: _____

City/State/Zip _____

Telephone: _____ Fax: _____

E-mail address: _____

Municipal Contact Info

Municipality	Contact Person	Phone Number	Email Address
Casco	David Morton	207-627-4515	manager@cascomaine.org
Freeport	Earl Gibson	207-865-4461	egibson@freeportmaine.org
Portland	Jeremiah Bartlett	207-874-8891	jbartlett@portlandmaine.gov
Scarborough	Mike Shaw	207-730-4400	mshaw@scarboroughmaine.org
South Portland	Doug Howard	207-767-7635	dhoward@southportland.org
Windham	Doug Fortier	207-892-1909	drfortier@windhammaine.us
Yarmouth	Erik Street	207-846-2416	estreet@yarmouth.me.us

Estimated Needs by Municipality

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	Casco			
Contact Person For This Bid:	David Morton			
Telephone Number:	207-627-4515			
E-mail address:	manager@cascomaine.org			
Item	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 8,000	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	Freeport			
Contact Person For This Bid:	Earl Gibson			
Telephone Number:	207-865-4461			
E-mail address:	egibson@freeportmaine.org			
Item	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 50,000	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	Portland			
Contact Person For This Bid:	Jeremiah Bartlett			
Telephone Number:	207-874-8891			
E-mail address:	jbartlett@portlandmaine.gov			
Item	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 80,000	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	Scarborough			
Contact Person For This Bid:	Mike Shaw			
Telephone Number:	207-730-4400			
E-mail address:	mshaw@scarboroughmaine.org			
Item	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 10,000	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	South Portland			
Contact Person For This Bid:	Doug Howard			
Telephone Number:	207-767-7635			
E-mail address:	dhoward@southportland.org			
Item	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 35,000	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	Windham			
Contact Person For This Bid:	Doug Fortier			
Telephone Number:	207-892-1909			
E-mail address:	drfortier@windhammaine.us			
Item	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 20,000	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na

GPCOG				
2019 Crack Sealing Estimated Needs Form				
Municipality:	Yarmouth			
Contact Person For This Bid:	Erik Street			
Telephone Number:	207-846-2416			
E-mail address:	estreet@yarmouth.me.us			
Item				
	Estimated Budget	Unit	Bid Unit Price	Total Gallons Placed
Asphalt Rubber Crack Seal (in place)	\$ 8,500	gallons		
Pavement Milling - Priced by Town				
Pavement Milling	na	linear feet		na