

**SPECIFICATIONS FOR
ASPHALT SHIMMING**

**TOWN OF GOSHEN
PUBLIC WORKS DEPARTMENT
GOSHEN, CT 06756**

April 27, 2015

Prepared by:

Edward Perry, Jr. Supervisor
Public Works Department
Town of Goshen
Goshen, CT 06756

SPECIFICATIONS

Bid: ASPHALT SHIMMING

Scope: Provide in place for Class 2 Asphalt with tack coat to include all necessary men and equipment, traffic control and flaggers, where appropriate. Also, provide 3' to 4' key cuts at beginning and end of shimming locations as requested by Public Works Supervisor. List of roads and estimated quantities are attached as "Attachment A".

Note: Approximate asphalt tonnage will be 800 to 1,000.

If awarded the bid, proof of insurance as outlined in the insurance section must be provided within 10 working days of notification of the award. No award will be complete until the Town of Goshen receives the properly completed insurance certificate. We understand that the insurance company may not be able to produce the policy endorsement evidencing the coverage within 10 working days. However, we expect to receive this policy endorsement within a reasonable time period or the contract will be void.

The bid price submitted shall be for the 2015 season. Asphalt shimming will commence in May 2015.

INVITATION TO BID

Submit sealed bids, clearly marked "Asphalt Shimming 2015", to the First Selectman's office, Town of Goshen, 42A North Street, Goshen, CT 06756. Bids will be opened publicly and read aloud at the Selectmen's meeting. Date: May 5, 2015 5:00 p.m.

The information for Bidders may be obtained at the offices of Public Works, 38 Torrington Road, Goshen, CT or the office of the First Selectman, 42A North Street, Goshen, CT 860 491-6034 x 221. The Town of Goshen reserves the right to waive any informalities in Bids, to reject any or all Bids, or to accept any proposal that in their judgment will be in the best interest of the Town of Goshen. The Town of Goshen does not discriminate on the basis of sex, race, age, physical disability, religion or national origin.

INSTRUCTIONS TO BIDDERS

BIDDING PROCEDURES:

Bids shall be submitted **in duplicate** on the forms designated by the Town of Goshen.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Town Hall, First Selectman's Office, 42A North Street, Goshen, CT 06756.

BIDDER QUALIFICATIONS:

In order to qualify as a bidder for this project, the Contractor shall have been in business for three (3) years. Bidder shall submit a Certificate of Insurance for Liability and Workers' Compensation as outlined in the Insurance Section.

BID OPENING:

Bids will be opened publicly on May 5, 2015, at the Goshen Town Hall, 42A North Street, Goshen, CT 06756 during the 5:00 p.m. Selectmen's meeting.

EXAMINATION OF BIDDING DOCUMENTS:

Bidders are to examine all documents.

MODIFICATION OR WITHDRAWAL OF BID:

Bids can be withdrawn or modified only by written or telegraphic request received before bid receipt time of May 5, 2015. Telegraphic requests must be confirmed by letter postmarked earlier than bid receipt time.

TIME:

The Contractor to whom this Contract may be awarded will be required to commence delivery within ten days after the acceptance of the bid.

FAIR EMPLOYMENT PRACTICES:

The successful Contractor shall agree that neither he nor his Sub-contractor will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices". In addition, the Contractor shall not discriminate with regard to requirements of ADA.

SPECIFICATIONS:

Scope: This specification applies to asphalt shimming for road repair.

Description: The asphalt for this project must be Class 2 Asphalt with tack coat. Approximately 6,740 square yards of shimming will take place on various roads in Goshen, CT. Each shimming location will begin and end with a 3' to 4' key cut.

INSURANCE:

The Contractor shall carry the following minimum insurance coverages **and will furnish the TOWN OF GOSHEN with a Certificate of Insurance with the Town of Goshen named as an additional insured:**

1. Statutory Workers Compensation and Employers Liability with limits of \$100,000 each Accident, \$100,000 Disease-each employee and \$500,000 Disease-policy limit.
2. Commercial General Liability Form (1988 ISO Occurrence Form or equivalent)
Limits: \$2,000,000 – Each Occurrence for Bodily Injury and Property Damage
\$2,000,000 – Products, Completed Operations Aggregate Limit
\$2,000,000 – General Liability Aggregate* Limit
\$2,000,000 – Personal Injury

*General Aggregate MUST include per project endorsement

Town of Goshen, its officials, employees and volunteers, MUST be additional insureds with reference to this project on a primary basis. The **policy endorsement** evidencing this coverage must be provided with the certificate of liability insurance.

The insurer shall waive all rights of subrogation against the Town of Goshen, its officers, employees and volunteers arising from work performed by contractor.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insurance coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

3. Automobile Liability covering all owned, non-owned and hired vehicles.

Limit: \$2,000,000 – Combined Single Limit for Bodily Injury and Property Damage

Umbrella limits over Automobile Liability limits may be used to make up the required limits.

If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automobile Liability insurance policies.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.

All losses defined which are not recoverable by virtue of any deductible clause, shall be absorbed by the Trade Contractor.

SAMPLE CERTIFICATE OF LIABILITY INSURANCE ATTACHED

REJECTION OF BIDS:

The TOWN OF GOSHEN reserves the right to reject any or all bids and the right to waive any informalities in the bidding and to make award in any manner that is most beneficial to the TOWN OF GOSHEN. Nothing in the bidding requirements or the contract documents shall be interpreted as restricting these rights.

Bid may be rejected if it includes unexplained interlineations, alterations, or erasures, if it is made subject to any qualifications or restriction added by the bidder, if it is in any way incomplete or irregular.

AWARD OF CONTRACT:

The TOWN OF GOSHEN reserves the right to accept any bid or to reject any or all bids and the right to waive any informalities in the bidding and to make award in any manner that is most beneficial to the TOWN OF GOSHEN. Nothing in the bidding requirements or the contract documents shall be interpreted as restricting these rights.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
7/30/2008

PRODUCER Name, address and phone number of contractor's insurance agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Name and address of contractor	INSURERS AFFORDING COVERAGE INSURER A: Carrier Name (Bests rating) INSURER B: "A" "VII" or better INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	x	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Policy Number	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Policy Number	xx/xx/xxxx	xx/xx/xxxx	AUTO ONLY - EA ACCIDENT \$
		OTHER THAN AUTO ONLY: <u>EA ACC</u> \$				
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	Policy Number	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 1,000,000
		DEDUCTIBLE \$				
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	xx/xx/xxxx	xx/xx/xxxx	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 100,000				
		E.L. DISEASE - EA EMPLOYEE \$ 100,000				
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Town of Goshen, its agents, employees, elected officials and volunteers as additional insured for general liability. Contractor and its general liability insurer waive all rights of subrogation against the Town of Goshen arising from work on the following project:
 (insert either address of specific work site or "all permit work in the town")

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NON-COLLUSION AFFIDAVIT

The undersigned certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultations, communication, or agreement with any other bidder or competitor on any matter whatsoever for the purpose of restricting competition;
- 2. Except as may be required by law, prices quoted in this bid have not been knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor, nor will they be so disclosed prior to the opening of bids;
- 3. No attempt has been made nor will be made by the bidder to induce any other person, partnership, or corporation to submit or to refrain from submitting a bid on this project.

BIDDER: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

SIGNATURE: _____

DATE: _____

INDEMNIFICATION

The Contractor hereby agrees to and shall indemnify and hold harmless the Town of Goshen, its agents and employees of said Town from any liability or damages for property damage or bodily injury, including death, which may arise from the Contractors negligent acts under this agreement, to the proportion such negligence contributed to this damage, injury or loss, whether such acts be by the Contractor or any or its subcontractors. The Town of Goshen agrees to and shall indemnify and hold The Contractor harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than The Contractors negligence.

Signature (Owner)

Witness

(Company) Please print or type

Date

(Address)

() _____
(Telephone)

FAX

Attachment "A"

04/22/15 Shim coat Measurements
Ed Perry Dave Battista

697 SY

Flora Road

Upper CB Crossover	26'w x 37'L	107 SY
Middle CB Crossover	26'w x 30'L	87 SY
Full width from House [*] 13 to south corner Garage House [*] 12	26'w x 120'L	347 SY
Full width shim near Brequet	28'w x 50'L	156 SY

1467 SY

Tyler Heights Road

Full width on long section parallel w/ Route 4	23'w x 340'L	867 SY
Half width, west leg near Rte 4	11'w ave x 140'L	171 SY
* Full width Tyler Heights Ext. to Center Road	25'w x 140'L	389 SY
* Add allowance for wide return curves at bottom	est.	40 SY

Attachment "A"

04/22/15 Shim Coat Measurements Cont'd

Park Road Measured length at 370' to resolve conflict
(No shim Req'd)

1641 SY

Allyn Road

long run on hill just east of Turkey Hollow Lane 20.5' ave. w x 340' L 774 SY

Bad spot just west of Turkey Hollow Lane 20' w x 70' L 156 SY

Near Town Line 20' w ave x 320' L 711 SY

2929 SY

Bartholomew Hill Road

Half width near house #13 10' w x 105' long 117 SY

Full width from Davidson southwest

22' ave. w x 600' 1467 SY
+ 19' w x 140' 296 SY

Half width near house 71 12' w x 120' L 160 SY

Full width near house 100 20' w x 30' L 67 SY

Sucker Brook Intersection + 20' w x 370' L 822 SY