

**INVITATION TO BID**  
**2020 CRACK SEALING PROGRAM**

*Issued by the*

City of Brush!  
Department of Public Works  
P.O. Box 363  
Brush, CO 80723-0363

## SECTION 1 - INTRODUCTION

### 1.1 Notice & Background

The City of Brush ("City") seeks BIDS from qualified firms ("Contractor") for the 2020 Street Crack Sealing Program. The City intends to enter into a contract with a qualified and responsible Contractor for these services, and accordingly is furnishing herein a set of specifications by which such proposals will be evaluated. Any Contractor desiring to provide such services must submit a BID following the instructions and format set forth in the BID document.

The City has developed a program that addresses the maintenance of City streets. The first step is to control infiltration of water and moisture into the street's subsurface layers through cracks that develop in the pavement. Crack sealing, or the filling of cracks with a hot, liquid, rubberized asphalt material, preserves the pavement and prolongs the need for more extensive repair. The City utilizes a Pavement Surface Evaluation and Rating (PASER) system that utilizes visual inspection to evaluate pavement surface conditions. Pavements that rate in the 7-8 range are considered to be in "good" condition, and crack sealing is performed on these streets.

The services being sought are for calendar year 2020.

The requested service is to be completed **no later than November 23, 2020.**

The maximum level of the base crack sealing services **cannot exceed \$150,000.**

**The City of Brush reserves the right to reject, without cause, any and all BIDS, and to waive any informality relative to BIDS and accept any BID deemed advantageous to the City of Brush.**

### 1.2 Instructions

The City of Brush will accept BIDS through **2:00 p.m. MST on Monday, September 28, 2020.**

All bids must be on proposal forms prepared by the City of Brush and must be submitted by the specified time and date. Bids received that are not on forms prepared by the City of Brush will be rejected.

No performance bond is required.

Proposals in response to this bid solicitation must be delivered in a sealed envelope to the address below:

City of Brush  
Director of Public Works  
600 Edison St.  
P.O. Box 363  
Brush, CO 80723-0363

Proposals must be clearly marked as follows:

**"2020 Crack Sealing Program Bid"**

## **SECTION 2 - STANDARD SPECIFICATIONS**

### **2.1 Purpose and Intent of Documents**

It is the purpose and intent of the accompanying specifications to include any and all labor, materials, tools, equipment, skills and services necessary or required to produce the finished results described herein.

The Contractor shall thoroughly acquaint themselves with the requirements of these specifications, and shall provide all items of material, services, labor, skill, and equipment called for in the specification in order to complete the project in accordance with the specification.

### **2.2 Notice to Begin Work**

The Contractor will receive notice to begin work as set forth in the Proposal. Contractor shall notify the City at least three (3) business days in advance of the commencement of work. The City may require a preconstruction meeting.

### **2.3 Completion Date**

The date by which all work is to be completed is set forth in the Proposal.

### **2.4 Sequence and Speed of Work**

Work on the project shall be commenced as soon as the Contract is executed, or at such a date thereafter as may be required by conditions approved or directed by the City. The entire premises of the project shall be cleaned of all rubbish and debris and all equipment removed, and the work complete and ready for occupancy by the City on or before the date agreed upon set forth in the Proposal.

Work shall be completed as outlined in Attachment A schedule, with A being the first priority and D being the last. Not all schedules are expected to be completed, depending on the Contract limit and weather.

Work items shall be completed in proper sequence and in such order that no item of construction or installation will be injured by the delayed or premature application of another.

Unless instructed otherwise by the City, work shall continue on all consecutive weather permitting non-holiday weekdays until the Contract limit has been reached, or the City indicates work is to end. Work hours shall be limited from 7:00 a.m. to 7:00 p.m. Monday through Saturday.

### **2.5 Prosecution and Progress**

Work under this Contract shall not be started until a written notice to do so has been issued by the City.

Prior to the beginning of construction operations, the Contractor shall, in writing, submit to the City for approval, his proposed schedule and sequence of operations.

### **2.6 Labor**

All contractors and sub-contractors employed upon the work shall and will be required to conform to the labor laws of the State of Colorado and the various acts amendatory and supplementary

thereto, and to all other laws, ordinances, and legal requirements applicable thereto.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only. Any work showing lack of competence and/or first class craftsmanship will be rejected.

### **2.7 Control and Inspection of Work**

All work performed by the Contractor shall be done in conformance with the specifications of this document or the directions of City. The specifications of this document take precedence unless the Contractor and City agree otherwise, in writing. Any work or material that is found not to meet the specifications of this document shall be redone or replaced at the Contractor's expense.

### **2.8 Supervision at the Work Site**

The Contractor shall designate one (1) person on each work crew to be responsible to the City for traffic control set-ups, marking and measuring work, acquisition of construction materials, scheduling, etc. The said designated person shall be familiar with the work, may be a member of the work crew, shall have authority to act for the Contractor and is able to receive and execute orders.

### **2.9 Condition of the Work Site**

All machinery, equipment and materials of the Contractor shall be situated so as not to endanger the public, or inconvenience public travel on open traffic lanes. Contractor's equipment and work operation shall not cause unnecessary annoyance to the public.

### **2.10 Protection of Public and Private Property**

Contractor will take precautions to avoid damage to public or private property during all stages of Contractor's work. Upon completion of work, Contractor shall restore the work site area to a condition equivalent or better than that before work commenced. Restoration shall include paved surfaces, lawns, and any private or public property affected.

### **2.11 Overnight Storage of Equipment and Condition of Work Site**

Work sites shall be restored to an orderly condition with no loose debris and materials and equipment neatly arranged at the end of each day. The Contractor will comply with City's instructions concerning overnight storage. The City may provide Contractor with temporary storage space.

### **2.12 Construction Noise Abatement**

Each item of motorized construction equipment shall be equipped with a muffler constructed according to the equipment manufacturer's specifications or a system of equivalent noise reducing capability. Muffler and exhaust systems shall be maintained in good operating condition, free from leaks and holes.

### **2.13 Notice to Property Owners**

Contractor shall notify property owners with 48-hours notice that might be inconvenienced by Contractor's work. Contractor will take necessary steps to minimize any inconvenience Contractor work brings upon property owners.

## **2.14 Insurance**

Applicant must submit proof of bodily injury and property damage liability insurance to be maintained for the duration of any Contract entered into with the City. The City of Brush requires that the City shall be named as a certificate holder for such insurance and shall not be cancellable without thirty (30) calendar day's prior written notice to the City.

The City requires the insurance coverage to be no less than the following limits of liability:

Professional Liability Insurance: \$1,000,000 per occurrence  
\$2,000,000 general aggregate

The Contractor must present satisfactory evidence of valid Worker's Compensation Insurance.

## **2.15 Commencement Date, Completion Date and Daily Liquidated Damages**

1. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning, rate of progress and the schedule for various phases and completion of the work hereunder are essential conditions of this Contract. The successful bidder is hereby held liable for all damages resulting from his inability to comply with the progress and completion dates insofar as applicable to all equipment, material and labor provided by him.
2. The successful bidder must agree to commence work on or after receipt of a written notice to proceed that indicates the Commencement Date; obtain all insurance and permits; file all documents and notices; meet all requirements as specified; prosecute the work regularly, diligently and uninterruptedly at such a rate of progress as to ensure the completion of the work on or before the Completion Date as defined in the Proposal. At which time, the entire premises shall be cleared of all rubbish and debris, protections, and equipment removed, and the entire project complete and ready for operation and use by the City. The bidder must also agree to pay, as liquidated damages, the sum of \$200.00 as Daily Liquidated Damages for each calendar day the work is not complete subsequent to the Completion Date.
3. If the Contractor finds it impossible to complete the work on or before the Completion Date, they may make written requests for extension of time. The Contractor shall set forth fully in his request the reasons he believes justify the granting of his request. If the City finds that the work was delayed because of conditions beyond the control of the Contractor, he may grant an extension of time for completion as appears reasonable and proper.
4. All work shall be completed on or before the Completion Date. Time is of the essence. The City may, at its option, assess liquidated damages, agreed to be reasonable by reason of impracticability in ascertaining actual damages, in the amount designated as Daily Liquidated Damages for each calendar day after the stipulated Completion Date in the event that the Contractor does not complete performance by such date.
5. It is further agreed that time is of the essence for each and every portion of the Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the Contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of the Contract. Provided that the Contractor shall not be charged with

liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the City, acts of another Contractor in the performance of a Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; and
  - b. To any delays of subcontractors or suppliers occasioned by any of the causes specified in Subsection (a) of this article.
6. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended shall in no way operate as waiver on the part of the City of any of his rights under the Contract for this project.

**END**

## **SECTION 3 – SPECIAL PROVISIONS**

### **3.1 Scope of Work**

Work will consist of furnishing all labor, materials, services, and equipment necessary to the crack seal the streets listed in the Schedule of Quantities and outlined in these Specifications. Work will proceed from highest to lowest priority streets as indicated by the City.

### **3.2 General Requirements**

Unless otherwise modified in the Special Provisions, all work shall follow the requirements of the Standard Specifications.

### **3.3 Guarantee**

The Contractor shall repair or replace any crack sealer judged to be defective within a period of one (1) year of final acceptance. This judgment shall be based solely on the opinion of the City Operations Director or designee of the City Operations Director. The Contractor shall also guarantee any replacement or repair work, as required for any defective improvements, for a minimum period of one (1) year from the date of final acceptance of the replacement or repair work.

### **3.4 Traffic Control, Protection, and Safety**

Contractor shall be responsible for traffic control during the project. Road closures will not be permitted. All work within the roadway shall be conducted under traffic. Two-way traffic shall be maintained at all times. All work zones shall be properly signed and set-up in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

On-street parking may be removed by the Contractor to facilitate construction and maintain traffic flow. The Contractor shall notify the Public Works Department 48 hours in advance of proposed parking removal. The Contractor shall obtain, from the City of Brush, and place "No Parking" signs (cardboard) on the particular street. "No Parking" must be posted a minimum of 48 hours prior to construction.

Costs of traffic control are incidental to the Contract.

Contractor must maintain any required State of Colorado licensure for the services performed. Contractor must at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments. It is the Contractor's responsibility to keep informed of relevant laws, codes, ordinances, and regulations and any changes to them.

Contractor must agree to perform the work safely, ensuring that all proper protective gear, eyewear, etc. is worn while work is completed. Appropriate reflective clothing is required. OSHA safety requirements must be followed at all times while performing work for the City.

### **3.5 Delivery and Storage of Sealant Material**

The Contractor may be required to deliver the Contract limit of crack sealing material to a secure location designated by the City prior to the Commencement Date so that an inventory of said material can be made. The City may count the inventory daily and when the project is complete.

### **3.6 Cleaning and Sealing of Cracks and Joints**

All cracks and joints, including longitudinal joints and edge joints, are to be sealed according to the following specifications:

The cleaning and sealing of crack must be conducted on the same day. The cleaning of cracks prior to the day of sealing shall not be permitted. The crack sealing shall not be applied unless the ambient air temperature is 45 °F and rising.

Immediately before placing of the sealant in the cracks, the cracks shall be blown clean and dried with an air minimum of 150 psi or other devices approved by the City Engineer. If blowing fails to provide a finished crack with the desired results then wire brushing or sandblasting may be required followed by blowing to provide bonding faces which are free of moisture, dust, and other contaminants.

All cracks must be dry, heated with a torch or other approved device, and free of loose particles before sealant is applied. The sealant mixture shall be heated in an applicator designed for this purpose with a temperature controlling device. The sealant material shall be constantly agitated in the applicator dispensing tank in order to maintain a homogeneous mixture.

Sealant should be applied as hot as possible consistent with the manufacturer's recommended pour temperature and safe heating temperature (usually 390 °F to 410 °F). Cracks/joints should be slightly overfilled with sealant and then squeegeed to conform to the level of the existing pavement and leave a strip extending at least 1" to either side of the crack with a maximum film thickness of the overband limited to 0.125" thick.

Sections of pavement that contain alligator cracking shall not be routed, but shall be crack sealed by "flooding" the cracked area. ***The areas designated for the "flooding" technique shall be inspected and approved by the City before the start of this work.***

Sealant shall be covered with sand or other approved curing agents in order to eliminate the risk of sealant "tracking" by passing traffic. **Utilization of toilet paper or any other type of paper for this purpose is prohibited.**

### **3.7 Crack Sealer**

Joint sealant shall be a mixture of 100% virgin polymer, asphalt, plasticizers, and inert reinforcing fillers that will form a resilient and adhesive compound capable of effectively sealing joints and cracks in concrete and asphalt pavements against the infiltration of moisture and foreign material during cycles of expansion and contraction with temperature changes and that will not, at ambient temperatures, flow from the joint or be picked up by vehicle tires. Sealant shall conform to ASTM-D 6690 type II specification. Among others, the specification requires the following:

- A. Penetration of 77 °F, 150g, 5s; shall not exceed 90.
- B. Flow at 140 °F shall not exceed 3.0 mm.
- C. Resistance requirement is 60% minimum.
- D. Bond testing performed at -29 °C for 50% extension.
- E. It is assumed one (1) pound of sealant will fill approximately two and three quarter (2 ¾)



linear feet of crack.

### **3.8 Debris Cleanup & Street Sweeping**

It is the responsibility of the Contractor to sweep or blow all debris created during the sealing process out of the driving lane and into the curb line after the sealant has been placed and cured. This debris is a nuisance to the travelling public and should be removed from the driving lane as soon as possible. Any method used to complete this work shall not damage the newly placed sealant. Any damage to the sealant must be repaired.

The City will provide street sweeping services after completion of crack sealing, provided that 48-hours notice is given by the Contractor to the City.

**END**

## **SECTION 4 – PROPOSAL**

Omission of any standard information shall not alleviate the proposing firm from the responsibility of furnishing complete and satisfactory services that are currently offered in commercial trade.

Proposals must contain the following minimum specifications and requirements arranged in order. Proposals may include additional information deemed pertinent by the applicant. The City will not evaluate or consider proposals missing one or more of the following submission materials.

### **4.1 Professional Qualifications**

- Applicant name, address, telephone, facsimile, contact person and email.
- Documentation of applicant's experience and capabilities in crack sealing services.
- Indication of any services the Contractor intends to subcontract. A "Letter of Commitment" to perform such services, for the length of the Contract with the City, must be submitted by any and all subcontractors. As part of this "Letter of Commitment", the subcontractor must indicate any and all fees to be charged the Contractor for services performed.
- A minimum of three (3) references from similar projects or contracts with other clients. Include the client name, contact person, address, telephone number, and email address (Complete Form 3 attached).

### **4.2 Cost Proposal**

- Complete Form 2 attached.
- Ensure any costs to be incurred by the City that are not included in Form 2 are clearly identified.
- The City of Brush is exempt from Federal and State sales tax and will furnish a statement of exemption upon request.

### **4.3 Proposed Service Agreement**

Successful applicant will be required to enter into Contract for the services identified in this bid document. Applicant agrees that all information submitted, including price information, is guaranteed through the term of any Contract resulting from this bid process. A sample Contract is provided for applicant's review. Modifications to the sample Contract should be noted with submittal. If no modifications to the sample Contract are submitted, successful applicant will be expected to accept sample Contract language verbatim.

### **4.4 Declaration of Proposal Terms and Agreement**

Completion of Form 1 attached.

### **4.5 Insurance**

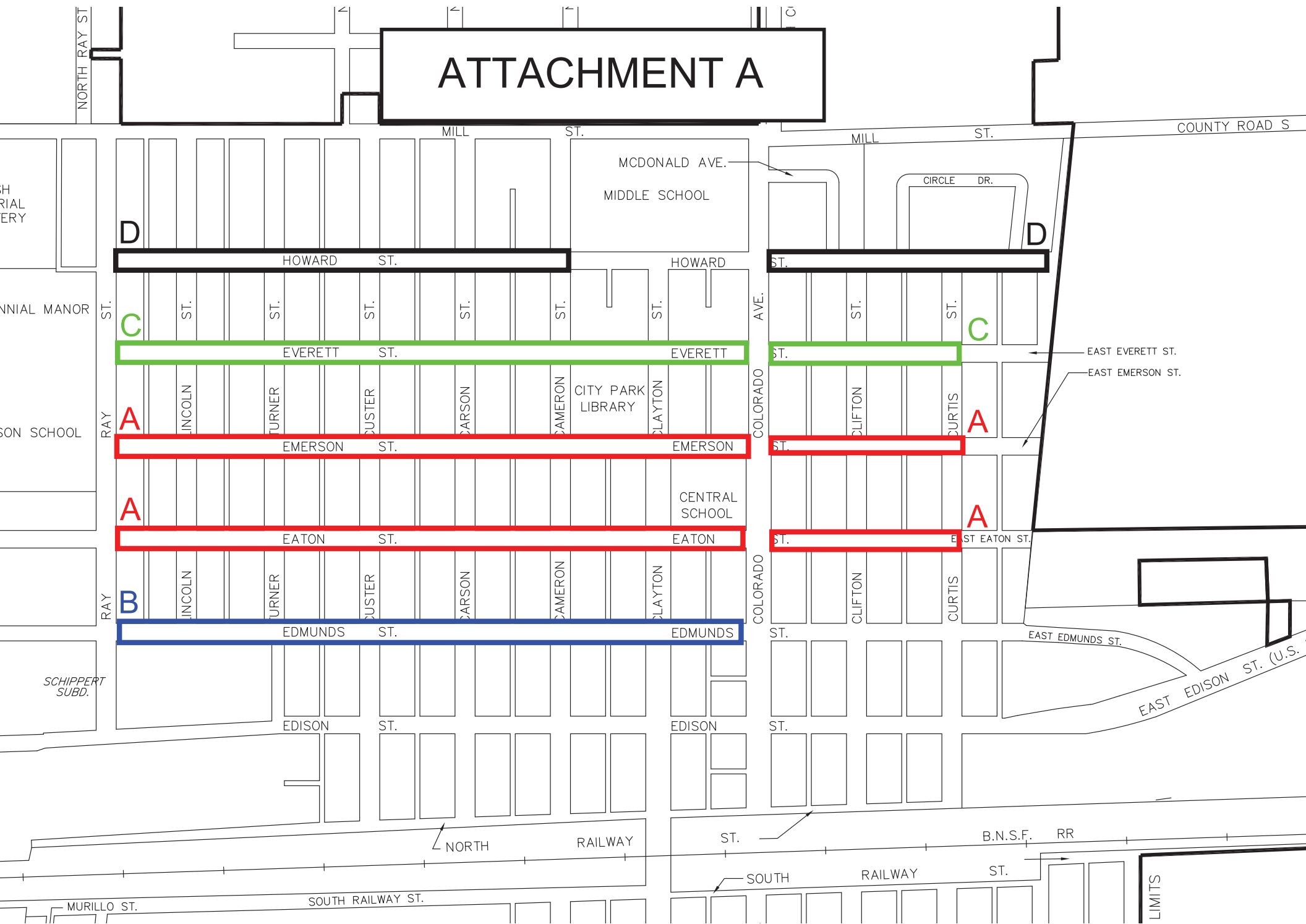
Applicant must submit proof of bodily injury and property damage liability insurance to be maintained for the duration of any Contract entered into with the City. The City requires the insurance coverage as stated in Section 2.14. The City of Brush requires that the City shall be named as a certificate holder for such insurance.

#### **4.6 Questions and Additional Information**

Questions regarding this Request for Proposal can be directed to:

Dale Colerick, Director of Public Works  
City of Brush, Public Works Department  
P.O. Box 363  
Brush, CO 80723-0363  
Phone: 970-842-5001, ext. 239  
Fax: 970-842-5909  
Email: [dcolerick@brushcolo.com](mailto:dcolerick@brushcolo.com)

# ATTACHMENT A



## FORM 1

### DECLARATION OF PROPOSAL TERMS AND AGREEMENT

Having examined these documents including the Request for Bids Schedule of Drawings, Standard Specifications, Special Provisions, and Contract and having become familiar with any unusual site conditions, the undersigned hereby submits and makes a part of the Contract the following Proposal.

The undersigned, through its authorized representatives, hereby certifies that he/she:

1. Understands and accepts the terms and provisions of this Contract as provided in the Contract Documents;
2. Has reviewed this Proposal and has found it to be accurate in all material respects;
3. Is authorized to submit this Proposal;
4. Agrees to finish all work associated with this project by the Completion Date of November 23, 2020, including final clean up and repair of defective work, unless an extension of time is granted;
5. Will commence work after the Commencement Date, and prosecute the same with due diligence to its completion as set forth in the Specifications;
6. Understands above quantities are approximate only. The City reserves the right to increase or decrease the scope of the work and the approximate quantities shown and the same unit prices shall apply for such additional or lesser quantities;
7. Understands that any additional items or charges shall be agreed to in writing prior to the start of the work;
8. Understands that the above figures are to be used to determine the low bidder for the proposed work; and
9. Agrees to pay Daily Liquidated Damages as defined in the Specifications.

The undersigned applicant, having full authority submitting this proposal, hereby declares and agrees to address all aspects of necessary components as listed here in accordance with all terms, conditions and requirements of the within and foregoing proposal.

NAME

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ADDRESS

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Street    City   State   Zip

DATE \_\_\_\_\_, 2020

AUTHORIZED SIGNATURE \_\_\_\_\_

## FORM 2

### COST OF SERVICE

1. Contractor shall state the unit price to be charged to the City for the Base crack sealing services outlined in this Bid Solicitation. Unit price to be in dollars per pound of crack filling material:

\$\_\_\_\_\_ per pound (unit price).

2. Contractor shall state the estimated total cost to be charged to the City for the crack sealing services outlined in this Bid Solicitation.

\$\_\_\_\_\_ total estimated cost (lump sum).

The City reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid or Alternative which it deems advantageous to the City. Award of Contract will be based upon the total estimated quantity of sealant times the unit price. Prices bid shall be for the cost of sealant material applied including all labor and all other costs associated with completely performing all parts of the Contract.

**FORM 3**

**LIST OF REFERENCES**

1. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Year Work Performed: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Year Work Performed: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Year Work Performed: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
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