Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, Connecticut, until 1:00 p.m., Thursday, May 28th, 2015 at which time and place they will be publicly opened and read aloud for furnishing bituminous milling and bituminous in place on various town roadways.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond, Performance and Payment Bonds, and other contract documents may be obtained or examined at the office of the Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, Connecticut 06795 or by accessing the Town of Watertown’s website at http://www.watertownct.org. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked “Bid – 2015 Oakville Pavement Rehabilitation”.

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.

All bids will be considered valid for a period of sixty (60) days.

Jason Warner
Purchasing Agent
Town of Watertown
INFORMATION FOR BIDDERS

TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

2015 Oakville Pavement Rehabilitation

BID OPENING: 1:00 p.m., Thursday, May 28, 2015

PROPOSALS RECEIVED
All bids must be in a sealed envelope and received prior to 1:00 p.m., Thursday, May 28, 2015 at the office of the Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS
Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS
All proposals and literature shall be submitted IN DUPLICATE on the proposal form, which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
Response summaries will be available online at http://www.watertownct.org on the day of the bid opening.

Responses delivered via fax are received subject to the following qualifications and limitations:

1. The Town is not responsible for the confidentiality of the information transmitted.

2. The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder’s electronic transmission is not received by the Town in a timely fashion, or is not received either in its entirety or error-free.

3. Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

INCURRING COSTS
The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

FAMILIARITY WITH THE WORK
Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish all labor, equipment and materials necessary to carry out the work for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

CONSIDERATION OF PRIOR SERVICE
Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS
Addenda information will be available online at http://www.watertownct.org. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda
a minimum of forty eight hours in advance of the bid deadline.

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed (duplicate copy) to the Town of Watertown, Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as “no substitutions.” The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

A. It is at least equal in quality, durability, appearance, strength and design.

B. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
C. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

**QUOTATION LIMITATION**

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

**ESTIMATE OF WORK**

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

**SAMPLES**

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

**WITHDRAWAL OF BID**

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **1:00 p.m., Thursday, May 28, 2015**. The successful agent/broker shall not withdraw, cancel or modify their proposal.

**BID SECURITY**

Each bid must be accompanied by a certified check or bid bond equal to five (5)% of the total bid for the first year of the proposal. Bid securities will be returned to all but the lowest three apparent low bidders at the time of the bid opening. The remaining bid securities will be returned upon signing of the contract. Checks or bonds must be made to the order of the Town of Watertown. It must be a certified check drawn on a Connecticut bank or a bid bond in the form and with a surety company acceptable to the State Banking and Insurance Commissioner.

Securities may be held by the Town of Watertown for a period not to exceed 60 days from the date of the opening of the bids.
The successful bidder, upon his/her failure or refusal to sign the contract, shall forfeit to the Town as liquidated damages for such failure or refusal, an amount equal to the security deposited with his/her bid. A successful bidder shall forfeit the bid deposit if within five days after notice that the contract has been awarded to him/her, shall refuse or neglect to execute the same, the bid deposit shall be forfeited to and retained by the Town as liquidated damages for such refusal or neglect.

Bid security will be returned to all bidders except the successful bidder within five (5) calendar days after the bid award date. The date of the issuance of a Town of Watertown purchase order shall be considered the award. The bid security of the successful bidder will be returned upon receipt of the required performance bond, letter of irrevocable credit, other insurance, and any other items required by these bid specifications prior to commencing work or deliveries. If no award is made within sixty (60) days after the date of the bid opening, bid security will be returned to all bidders upon demand.

**PERFORMANCE BONDS / PAYMENT BONDS**

A performance/payment bond is required and shall be in the amount of 100% of the bid award, in the name of the "Town of Watertown", in the form and with a surety company approved by the State Commissioner of banking and insurance, and issued within ten (10) calendar days of the bid award date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. If an "Irrevocable Letter of Credit" is required it shall be in the amount of 15% of the bid award, in the name of the "Town of Watertown", on a certified check drawn on a Connecticut bank, and it is understood that this check will be deposited in an interest bearing checking account of the Town of Watertown. The bidder shall receive the interest earnings. Both these financial instruments shall be for the faithful performance of the contract, and shall be used at the sole discretion of the Town of Watertown to pay liquidated Damages for failure or refusal to perform in accordance with the contract. No withdrawals shall be made until after five (5) calendar days notice of noncompliance with the contract is sent by certified U.S. Mail. This in no way limits further actions the Town of Watertown may take.

**POWER OF ATTORNEY**

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

**EXECUTION OF CONTRACT**

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Purchasing Agent of the Town of Watertown, with the sureties offered by him or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State, in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the President and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect so to do, the Town may, at its option, determine that the Bidder has abandoned the Contract, and thereupon
the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Town. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

SUBCONTRACTORS
A. Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
B. The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town.
C. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.

Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar, as is practical in the performance of this project.

QUALIFICATION OF BIDDER
In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS
More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be
awarded except to competent Bidders capable of performing the class of work contemplated.

**DELIVERY**

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further delay, and shall proceed with the work diligently so as to permit completion no later than **thirty (30) calendar days after receipt of the Town’s Purchase Order**.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

**PAYMENT**

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within **(30) Thirty Days** of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Watertown  
Public Works Department  
61 Echo Lake Rd.  
Watertown, CT 06795
IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

SALES TAX
Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES
The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable, to any project fully or partially funded by Local, State and/or Federal funding.

AWARD
The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.
Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:

1) To award bids received on the basis of individual items, or groups of items, or on the entire list of items.

2) To reject any or all bids, or any part thereof.

3) To waive any informality in the bids.

4) The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidders business within the Town of Watertown in awarding this bid.

5) To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

INSURANCE

A. General:

The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder’s obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder’s responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown as an additional insured on all contracts except Worker’s Compensation and Professional Errors & Omissions coverage.
In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder’s insurance representative(s).

B. Specific Requirements:

(1) Workers’ Compensation Insurance

The Bidder shall provide Workers’ Compensation Insurance required by law and the Employer’s Liability Insurance for at least the amounts of liability for Bodily Injury by accident of $100,000 each accident; Bodily Injury by Disease each employee of $100,000; Bodily Injury by Disease, policy limit of $500,000.

(2) Commercial General Liability Insurance

The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of $1,000,000 is required. The Aggregate Limit will be not less than $1,000,000.

(3) Business Automobile Liability Insurance

The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of $1,000,000 is required. “Any Auto” (symbol 1 or equivalent) is required.

C. Hold Harmless & Subcontractor’s Requirements:

The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown be named as Additional Insured on all subcontractor’s and independent contractor’s policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder’s employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.
D. Other Data:

NOTE 1: If Bidder is only a vendor shipping goods via Common Carrier only, General Liability is required.

NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.

NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

GUARANTEE
The bidder shall unconditionally guarantee for a period of one (1) year from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

PERMITS
When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town. The cost of Local permits will be assessed at sixteen cents per one thousand dollars of construction value as declared on the building permit application pursuant to State of Connecticut Statute Sec. 29-263 by the Town of Watertown. The successful contractor will be responsible for payment to the Town of Watertown Building Inspection Department.

PREVAILING WAGE RATES
The Town of Watertown shall require the payment of prevailing rates of wages in accordance with the wage section of the Connecticut General Statutes 31-53, 93-392 and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Statutes as amended.

NONDISCRIMINATION IN EMPLOYMENT
The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.
DISPUTE RESOLUTION
1. Mandatory Negotiation.

The parties agree that they will attempt to negotiate in good faith any dispute of any nature arising under this agreement. The parties shall negotiate in good faith at not less than two (2) negotiation sessions prior to seeking any resolution of any dispute by any means under Dispute Resolution provisions contained herein below. Each party shall have the right to legal representation at any such negotiation session.

2. Mandatory Mediation.

Any dispute or question arising under the provisions of this agreement, which has not been resolved under the mandatory negotiation provision, shall be submitted to non-binding mediation before one (1) mediator agreed upon by the parties or appointed by the American Arbitration Association. Mediation proceedings shall take place at any suitable location in Watertown, Connecticut and shall be conducted in accordance with the rules and procedures of the mediation then applicable of the American Arbitration Association. If an independent mediator is agreed upon by the parties, said independent mediator shall establish the rules of such mediation. Each party shall pay one half of all costs and expenses of such mediation. The parties shall use their best efforts to reach a good faith resolution of said dispute within ninety (90) days after the commencement of the mediation proceedings. Any decision of the mediator shall not be binding upon the parties except by agreement of the parties.

3. Election to Begin Court Proceedings.

Provided the parties have completed the mandatory negotiation proceedings and the foregoing provisions with respect to mediation notwithstanding, if either party determines that mediation is not an appropriate means to settle any such dispute, such party shall have the right to commence judicial proceedings for the purpose of settling any such dispute.

MECHANICS LIEN WAIVERS
The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment, and/or at time of final payment, prior to any payment made.

For further technical or administrative information contact Mr. Jason Warner, Purchasing Agent at (860) 945-5260 or via email at warner@watertownct.org.
Alterations
The Engineer may make alterations to the line, grade, plan, form, dimension, or materials of the work, or any part thereof, either before or after the commencement of the work. If such alterations increase the quantity of work, such increase will be paid for according to the quantity of such extra work actually done and at the prices stipulated for such work under unit price items of the Contract. In case no unit price is applicable, the alterations will be paid for as extra work defined in the Contract under the section entitled Extra Work.

Planimeter
The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

Contractor’s Schedule of Operations
The Contractor shall submit, within then (10) days of the date of the Notice to Proceed, a preliminary schedule of operations for the project to the Engineer for approval.

Coordination with Other Contractors and Utilities
During the progress of the work, other contractors and/or utilities may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others.

Estimated Quantities
To aid the Engineer in determining quantities to be paid for, the Contractor shall, whenever requested, give the Engineer access to the proper invoices, bills of lading, or other pertinent documents and shall provide methods and assistance necessary for weighing or measuring materials.

Payment for Miscellaneous Work
No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plant, and services, including Contractor’s office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, clean up, and the like, or other items specified under these General Requirements, unless payment therefor has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.
Contract Limits
The Contractor shall confine his activities to within street lines, easements, and rights-of-way.

The Contractor shall take particular care to protect trees and shrubs and private personal property. He shall make good any damage to the satisfaction of the Engineer.

The Contractor shall not enter upon or make use of any private property along the line of work, outside the limits of the rights-of-way, except when written permission is secured from the owner of said property and a copy delivered to the Engineer. The Contractor shall be held responsible for all damages or injury, done by himself or those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the Engineer, such property as may be damaged by his operations during the prosecution of the work.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the Owner, the Owner may, upon 48 hours notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies, which are due or may become due the Contractor under this Contract.

The Owner will obtain photographs and/or video tape recordings of the site prior to the start of work under this Contract and Agreement. These photographs and/or recordings will be used to judge the conditions of the site during the course of the work and the adequacy of restoration of the site after completion of the work.

Cleaning up Site
During the progress of the work, the Contractor shall keep the construction area in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property all surplus and discarded materials, rubbish and temporary structures, and restore all property in an acceptable manner and leave the whole area in a neat and presentable condition.

Removal of Condemned Materials
The Contractor shall immediately remove all rejected and condemned materials of any kind brought to or incorporated in the work from the site of the work. No such rejected or condemned materials shall again be offered for use by the Contractor.

Accommodation of Traffic
During the progress of the work, all streets shall be kept open for the passage of traffic and pedestrians and shall not be obstructed unless authorized by the authority having jurisdiction over
same. Driveways, sidewalks, and areas of roadway shall be closed as short a time as possible while work is in progress and passage shall be restored by the close of work every day, by properly placed backfill or approved bridging. The Contractor shall take such measures at his own expense as may be necessary to keep the street open for traffic and shall give advance notice to the Fire and Police Departments, and the Board of Education of his proposed street operations. He further agrees to be responsible for all legal notices to the public concerning the state of the roads while the work is in progress.

Warning signs shall be provided along all streets while work is in progress and, where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery, or construction operations. Barricades and lights shall be provided as required to protect life and property. Where trenches have been cut in streets on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the street is safe for travel. All such work and operations shall be in accordance with requirements of the Owner and the Specification herein. The use of unauthorized or unapproved signs, barricades, or traffic delineators will not be permitted.

The Contractor shall construct and maintain, without extra compensation, such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians and vehicles. Ingress and egress to private property, satisfactory to the Engineer, shall be continuously provided.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in the Specifications, the Engineer may immediately and without notice arrange for furnishing, installing and maintaining barricades or lights and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor’s failure to protect the public.

Then Engineer and the Chief of Police will determine the need for uniformed police officers for traffic control. If uniformed police officers are deemed necessary, the cost of the officers will be borne by the Contractor.

**Temporary Roads**
The Contractor shall be responsible for providing and maintaining such temporary access roads, to and along right-of-way, as are necessary for transportation of materials and equipment. Where such roads are on private property he shall obtain permission for their construction and use and pay all costs pertaining thereto.

**Dust Control**
The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust
arising from his operations. Approved methods applicable to various parts of the work, such as application of water spray or calcium chloride, shall be employed. This also applies to maintaining temporary paving nuisance-free until permanent paving is placed. The area of construction along roadways shall be broom swept each day after completion of the day’s work and the application of water as necessary, all at no additional cost to the Owner.

**Working Conditions**
In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. He shall comply with all safety and sanitary rules, laws and regulations.

**Work in Inclement Weather**
During freezing, stormy or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

**Working Hours**
The Contractor’s working schedule shall be confined to a five (5) day week, Monday through Friday, and the working day shall be confined between the hours of 7:00 a.m. and 6:00 p.m. current local time.

Unless otherwise especially permitted, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m. except as necessary or the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night, the Engineer shall be informed at least 24 hours in advance of the beginning of the performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

**General Sanitary Requirements**
The Contractor shall provide proper sanitary accommodations at a convenient place on or near the work site. They shall be cleaned daily and shall be adequately serviced.

The Contractor shall maintain a safe drinking water supply readily available to all workers.
This project consists of the milling and tack coating of approximately 9,100 square yards of existing bituminous concrete wearing course on the following streets in Oakville:

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Length</th>
<th>Area to be milled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capewell Avenue</td>
<td>1700 LF</td>
<td>curb to curb</td>
</tr>
<tr>
<td>Hillside Avenue</td>
<td>1130 LF</td>
<td>(gutters 2” – 6”)</td>
</tr>
<tr>
<td>Mango Circle (complete)</td>
<td>1022 LF</td>
<td>(gutters 2”)</td>
</tr>
<tr>
<td>One-Way Davis Street (complete)</td>
<td>860 LF</td>
<td>(gutters 2”)</td>
</tr>
<tr>
<td>Phillips Drive</td>
<td>670 LF</td>
<td>gutters (2”) and cul de sac</td>
</tr>
<tr>
<td>Fairview Avenue</td>
<td>270 LF</td>
<td>none</td>
</tr>
</tbody>
</table>

The roads will be tack coated, shimmed, leveled and then overlaid with one lift of Class 2 bituminous concrete compacted to a depth of approximately 2 inches (approximately 2,320 tons). Uniformed Town Police Officers are required for all work within the roadway and will be paid for directly by the Town.

**BITUMINOUS CONCRETE IN PLACE SPECIFICATIONS**

**Description:**

This item shall consist of providing tack coat and bituminous concrete pavement in place on the following streets:

- Capewell Avenue
- Hillside Avenue
- Mango Circle
- One Way Davis
- Phillips Drive
- Fairview Avenue

All work performed under this item shall be in accordance with the State of Connecticut Department
of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction”, Form 816 as amended. It should be noted that reference to the Form 816 is for convenience only and that this is not an 816 job nor are all of the terms and conditions of the Form 816 applicable.

Mobilization and demobilization, dewatering and dust control and cleaning of milled debris from all catch basins within the project limits shall be included in the unit prices bid and shall not be considered or paid as a separate item. All maintenance and protection of traffic will be paid for at the contract lump sum price except uniformed police officers.

Roadway utility structure adjustments will be done using riser rings and will be installed in advance of paving by the utility companies with some assistance by contractor personnel.

The street to be overlaid requires various degrees of application of a bituminous concrete “leveling” course to fill depressions and an overlay of the minimum 2” compacted. Still other areas will require “wedging” of various degrees to develop a reasonable cross slope. These “wedged” sections of street may require the additional application of the minimum 2” overlay compacted. The Town inspector shall determine the location and degree of application of “leveling”, “wedging” and overlay courses. All areas of pavement to be overlaid and contact surfaces of curbing, manholes, etc. shall have a thin uniform coat of tack coat applied at a rate of 20 square yards per gallon prior to paving.

The unit price bids shall be for Class 2 bituminous concrete delivered and placed complete to the satisfaction of the Town Engineer, regardless of whether it is the applications of a “leveling”, “wedging” or overlay course. Asphalt escalation costs shall be included in the unit price bid and shall not be considered or paid as a separate item.

The estimated quantity of bituminous concrete for the entire project is 2,728 tons and 790 gallons of material for tack coat.

The quantity shown above is to be considered as approximate only. The Town reserves the right to increase or decrease the amount of the work as may be deemed necessary.

Bidder must be able to meet the following equipment specifications:

**Paving Equipment**:
Paving equipment shall be of the self-powered type with an adapter to provide guidance of the screeding action. The screed or strike-off member shall be adjustable to the shape of the cross-section of the finished pavement. Some method shall be provided for the tilting of the screed while in operation to secure the proper "drag" and to provide compressive screeded surface required. The machine shall have a sufficient number of driving wheels so there will be no undue amount of slippage. Whenever the design of the equipment and plan of operation are such that the driving wheels travel on the finished surface of a completed pavement, said wheels shall be equipped with rubber tires or other means to protect the finished surface. Screeding members shall be preheated and means shall be provided for heating and screeding members by some method that will prevent accumulation of bituminous material. Extendable paver screeds must be of the vibratory type when
Compaction:
After placing, each course placed to a depth of two inches (2") shall have the mat and longitudinal joints compacted to a minimum of 92.0 percent and no more than 97.0 percent density as determined by AASHTO T209 (Modified).

Non-Vibratory Rollers:
In general, rolling shall consist of breakdown rolling and finish rolling. Rolling shall be performed with at least two power-driven steel-wheel tandem or 3-wheel rollers weighing not less than 10 tons for each single-lane paver.

All non-vibratory rollers shall travel at a speed no greater than 5 mph (400 fpm).

Vibratory Rollers:
The Contractor may include a vibratory roller in the compaction train providing the vibratory roller is operated in accordance with the manufacturer's recommendations. The vibratory roller shall be of a self-propelled type specifically designed for the compaction of bituminous concrete.

Vibratory rollers shall be equipped with a speed control device which shall be set by the Contractor to prevent the roller from traveling in excess of 2-1/2 mph or 220 fpm when the roller is operating in a vibratory mode, and 5 mph or 44fpm when the roller is operating in the static mode.

All vibratory rollers shall be shut off from the vibrating mode when reversing directions. All vibratory rollers shall be equipped with automatic reversing eccentrics (weights).

The course shall be finish-rolled with a steel-wheel tandem roller having a minimum weight of 10 tons.

Dual vibrating drum rollers meeting the requirements of a steel-wheel tandem roller and operating in the static mode may be used as the finish roller; however, this single vibratory roller shall not be used as both breakdown roller and the finish roller.

A minimum of one vibratory roller and one steel-wheel tandem roller shall be provided for each single-lane paver. The Engineer must approve the type(s) of rollers and number.

The Contractor assumes full responsibility for the cost of repairing all damages, which may occur to highway components and adjacent property. If the Engineer determines that the compaction obtained is less than specified, or damage to highway components and/or adjacent property occurs with the use of the vibratory compaction equipment, the Contractor at no additional expense shall immediately cease using the equipment and shall proceed with the work in accordance with the conventional compaction procedure outlined in the specifications.
All work shall be to the satisfaction of the Town Engineer. Work performed that is not done to the satisfaction of the Town Engineer shall be rectified to his satisfaction at no additional expense to the Town.

Weather and Seasonal Limitations

The bituminous concrete may not be placed whenever the surface is wet or frozen or the minimum air and surface temperature is 40 degrees Fahrenheit and rising.

Testing Laboratories

The Contractor shall provide, at no additional cost to the Owner, the services of approved testing laboratories to take samples of materials and perform tests as required under this Contract or as ordered by the Engineer. Town Engineer must approve proposed testing company prior to beginning of construction activities. Payment for these services shall be included under the applicable items of the Contract, unless otherwise specified. Contractor will notify on-call testing service company at least 24 hours in advance for compaction testing. Compaction tests are required on base materials prior to placing asphalt and on bituminous concrete pavement during rolling operations. A minimum of six (6) satisfactory tests per material per lift per road are required.

Method of Measurement:
The quantity of bituminous concrete will be measured for payment by the net weight, in tons, measured in the hauling vehicles on scales. The total weight will be the summation of weigh slips of bituminous concrete actually incorporated and accepted in the work.

Cleaning of all milled bituminous material in catch basins shall not be measured for payment but shall be included in the price bid for the work.

Material for tack coat will be measured for payment at the contract unit price per gallon as computed on the basis of one gallon covering 20 square yards, as measured in place for Bituminous Concrete, Class 2.

Basis of Payment:
The furnishing and placing of bituminous concrete will be paid for at the contract unit price per ton for “Bituminous Concrete, Class 2”, subject to the density correction (if any) as described in Section 4.06.05 of the Form 816. No payment shall be made for any work related to the replacement or correction of defective pavement.

The furnishing and placement of tack coat material will be paid for at the contract unit price bid per gallon of “Tack Coat”.

21
MILLING OF BITUMINOUS PAVEMENT – (0 to 6 INCHES)
SPECIFICATIONS

Description:
This work shall consist of the milling, removal, and disposal of existing bituminous concrete pavement from curb to curb. It shall be performed in accordance with these specifications and in conformity with the line, grade, and cross-section as directed by the Town and in accordance with the standard detail (attached).

Unless otherwise specified, the milled material shall remain the property of the Contractor and is to be transported and properly disposed of at the Transfer Station at Old Baird Road, Watertown, CT.

Milling Equipment:
The equipment for milling the pavement surface shall be designed and built for milling flexible pavements and shall have a minimum 6 foot cutting width. It shall be self-propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing bituminous concrete pavement to the line, grade and typical cross-section shown on the plans.

The milling machine shall be equipped with a built in automatic grade control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference, including string line, ski (30 feet minimum), mobile string line (30 foot minimum), or matching shoe. The transverse controls shall have an automatic system for controlling cross-slope at a given rate.

The machine shall be capable of operating at a minimum speed of 10 feet per minute and be able to provide a 0 to 4 inch deep cut (minimum) in one pass. It shall be designed so that the operator can at all times observe the milling operation without leaving the control area of the machine.

The teeth on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The machine shall be equipped with an integral pickup and conveying device to immediately remove material being milled from the surface of the roadway and discharge the millings into a truck, all in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation in accordance with local, State, and Federal air pollution control laws and regulations.

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a smaller or lesser-equipped milling machine may be permitted when approved by the Town.

The Contractor shall provide spray assembly to control dust, a pick-up broom, a dual gutter broom,
and a dirt hopper sweeper equipped with a water tank. The sweeper shall be capable of removing millings and loose debris from the textured pavement. Other sweeping equipment may be provided in lieu of the sweeper when approved by the Town.

Construction Methods:
The pavement surface shall be removed to the line, grade, and typical cross-section shown on the attached detail (typically 1” to 3” except a portion of gutter on Hillside Avenue which shall go to approximately 6” in one location).

The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, excessive longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Town.

When removing a bituminous concrete pavement from an underlying Portland cement concrete pavement, all of the bituminous concrete pavement shall be removed to the greatest extent practicable, leaving a uniform surface of Portland cement concrete, unless otherwise directed by the Town.

Unless otherwise specified, milling shall be done to improve rideability and/or cross-slope. The existing pavement shall be removed to the depth as directed by the Town in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The longitudinal profile of the milled surface shall be established by a string line, mobile string line, or mobile ski. The cross-slope of the milled surface shall be established by a second sensing device or by an automatic cross-slope control mechanism. The Contractor will be responsible for providing all grades necessary to remove the material to the proper line, grade, and typical cross-section. The Town may waive the requirement for automatic grade or slope controls where the situation warrants such action.

Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

To prevent the infiltration of milled material into the storm sewer system the Contractor shall take special care to prevent the milled material from falling into the inlet opening or inlet grates. Any milled material that has fallen into inlet openings or inlet grates shall be removed at the Contractor's expense.

At all permanent limits of milling, a clean vertical face shall be established prior to paving. No vertical faces, transverse or longitudinal, shall be left exposed to traffic. If any vertical face is formed in an area exposed to traffic a temporary paved transition will be established. If a vertical face is not formed and the milling machine is used to temporarily transition the milled pavement
surface to the existing pavement surface, the length of the temporary transition shall be as directed by the Town.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper or other approved equipment to remove, to the greatest extent practicable, material which will become airborne under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to comply with local, State, and Federal air pollution control laws and regulations. Any damage done to traffic as a result of milled material becoming airborne is the responsibility of the Contractor and shall be repaired at the Contractor's expense.

The milled surface will be tested with a 10-foot straightedge furnished by the Contractor. The variation of the top of rides from the testing edge of the straightedge, between any two ridge contact points, shall not exceed 3/8 inch. The variation of the top of any ridge from the bottom of the groove adjacent to that ridge shall not exceed 3/8 inch. Any point in the surface not meeting these requirements shall be corrected as directed by the Engineer at the Contractor's expense.

The Contractor may be waived of the straightedge surface requirements stated in the preceding paragraph in areas where a surface lamination between bituminous concrete layers or a surface lamination of bituminous concrete on Portland cement concrete causes a non-uniform texture to occur. This is subject to the approval of the Engineer.

Method of Measurement:
This work will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

Basis of Payment:
This work will be paid for at the contract unit price per square yard for "Milling of Bituminous Concrete, (0 to 4 inches)." This price shall include all equipment, tools, labor, and materials incidental thereto.

No additional payments will be made for cleaning the pavement prior to paving; cleaning of milled material from catch basins, maintenance and protection of traffic except for uniformed police officers providing protection and doing handwork removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the Contractor's negligence; providing protection to underground utilities from the vibration of the milling operation; removal of any temporary milled transition; removal and disposal of millings; furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price.
**TECHNICAL SPECIFICATIONS**

**MAINTENANCE AND PROTECTION OF TRAFFIC**

**Description**

The item for “Maintenance and Protection of Traffic” shall include all labor, equipment and materials required in accordance with the Form 816, except that this item shall also include the cost of signs, barricades, drums, lights, delineators, traffic cones and furnishing and placing of materials such as borrow, gravel, crushed stone, bituminous concrete for wedges, ramps, driveway access, patching and pipe. Contractor is solely responsible for work zone safety and shall provide, at a minimum, the work zone signage required by the Manual of Uniform Traffic Control Devices. Roadway shall be kept open to at least one-way traffic to access residences within the project area at all times, and shall be opened to two way traffic at the completion of the work day. A detour may be arranged with prior approval of the Town. However, there is no guarantee or representation that the town will not approve any detour not shown on contract drawings. Any proposed detour should be clearly outlined in bid package and cost considerations contained in the bid. Contractor is to work with adjacent property owners to provide access to individual homes and businesses to the greatest extent practicable. Work zone cone, barricade and signage patterns shall be based upon the posted speed limit of 25 miles per hour.

**Method of Measurement**

This work will not be measured for payment.

**Basis of Payment**

This work will be paid for at the contract lump sum price for “Maintenance and Protection of Traffic” in accordance with Article 9.71 of the Form 816, except that this item will also include all costs for signs, barricades, drums, traffic cones, lights, delineators and the cost of furnishing and placing of materials such as borrow, gravel, crushed stone, bituminous concrete for patching, pipes and temporary repairs or to maintain safe and efficient vehicular and pedestrian traffic. Uniformed traffic control officers will be required and will be arranged for by the contractor at least 24 hours in advance of being required. The Special Duty Officer may be reached at (860) 945-5200. The town will pay the uniformed traffic control officers directly. Contractor shall be responsible for paying for traffic control officers if, due to lack of adequate notification by contractor, officers are not cancelled in time due to inclement weather, etc…
PLEASE

IT IS A REQUIREMENT OF THIS BID THAT EACH PROPOSAL SUBMITTED MUST HAVE A DUPLICATE COPY ATTACHED.

YOUR COOPERATION IS APPRECIATED
TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

BID PROPOSAL

2015 Oakville Pavement Rehabilitation

BID OPENING: 1:00 p.m., Thursday, May 28, 2015

TO: Jason Warner, Purchasing Agent
   Town of Watertown
   Town Hall Annex
   424 Main Street
   Watertown, CT 06795

The undersigned, as bidder, agrees to furnish labor, equipment and material for paving rehabilitating various roads as specified herein and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to: that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Town; to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM _______________________________________________________________________

Name

_______________________________________________________________________

Street

_______________________________________________________________________

City    State    Zip Code

NAME ______________________________________________________________________

Please Print

TELEPHONE NUMBER _______________________________________________________

FAX NUMBER _____________________________________________________________

EMAIL ADDRESS __________________________________________________________

SIGNED __________________________ DATE ____________________
PROPOSAL

The following items shall be provided in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction”, Form 816, as amended.

NOTE: The Computed Totals are for convenience in initial comparison of bids and are not an official part of this Proposal. The Town reserves the right to eliminate any Item or portion of the work, which it deems to be in its best interest.

<table>
<thead>
<tr>
<th>Description/Unit Price</th>
<th>Estimated Quantities</th>
<th>Computed Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item # 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milling 0 to 2” in place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The unit price of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>________________________</td>
<td>______________________</td>
<td>________________</td>
</tr>
<tr>
<td>and ______________________</td>
<td>____________________</td>
<td>________________</td>
</tr>
<tr>
<td>($__________) per square yard (S.Y.)</td>
<td>8,900 S.Y.</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>Item # 2</strong></td>
<td></td>
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</tr>
<tr>
<td>Milling 0 to 6” in place</td>
<td></td>
<td></td>
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<tr>
<td>The unit price of</td>
<td></td>
<td></td>
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<td>________________________</td>
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<td>and ______________________</td>
<td>____________________</td>
<td>________________</td>
</tr>
<tr>
<td>($__________) per square yard (S.Y.)</td>
<td>200 S.Y.</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>Item # 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bituminous Concrete Class 2 in Place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The unit price of</td>
<td></td>
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<td>________________________</td>
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<tr>
<td>and ______________________</td>
<td>____________________</td>
<td>________________</td>
</tr>
<tr>
<td>($__________) per ton.</td>
<td>2,320 TONS</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>Item # 4</strong></td>
<td></td>
<td></td>
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<tr>
<td>Tack Coat in Place</td>
<td></td>
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<tr>
<td>The unit price of</td>
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<td>________________________</td>
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<tr>
<td>and ______________________</td>
<td>____________________</td>
<td>________________</td>
</tr>
<tr>
<td>($__________) per gallon.</td>
<td>930 Gallons</td>
<td>$__________</td>
</tr>
</tbody>
</table>
Item # 5  
Maintenance and Protection of Traffic

The lump sum price of  
_____________________________ Dollars  
and ___________________________ Cents  
($ _ ) per lump sum.  
1 Lump Sum  $__________  

Computed Total –  $_________________

NOTE: The Computed Totals are for convenience in initial comparison of bids and are not an official part of this Proposal. The Town reserves the right to eliminate any Item or portion of the work, which it deems to be in its best interest.

Payment Terms ____________________________

Starting Date ________________________________

Time to Completion ___________________________ Working Days

Warranty ________________________________

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?

___ yes  ___ no
EXCEPTIONS TAKEN TO SPECIFICATIONS:
# RECEIPT OF ADDENDA

<table>
<thead>
<tr>
<th>ADDENDUM #</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td><em><strong>/</strong></em></td>
</tr>
</tbody>
</table>

NAME OF BIDDER: ____________________________________________

OFFICIAL ADDRESS: ___________________________________________

PHONE NUMBER: _____________________________________________

BY: _______________________________ TITLE: ____________________________

(Please Print)

DATE: __________________________________________________________________

SIGNATURE: ___________________________________________________________
REFERENCES

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judgement as to the Bidder’s experience, skill, available financial resources, credit and business standing.

1. Number of years the Bidder has been in business as a Paving Contractor: _______________.

2. List three (3) projects of similar in nature to the project described herein that the Bidder has completed along with the approximate construction cost. Include the name, address and telephone number of a reference for each project.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

3. List projects presently under construction by the Bidder, dollar volume of the Contract and percent completed.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
4. Has the Bidder ever failed to complete work awarded to him; and if so, state where and why.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

5. Does the Bidder plan to sublet any part of this work; and if so, give details.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

6. List equipment the Bidder owns that is available for this project.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

7. List equipment the Bidder plans to rent or purchase for this project.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
8. List name, address and telephone number for the following:

Surety: 
__________________________________________________________________
__________________________________________________________________

Bank: 
__________________________________________________________________
__________________________________________________________________

Major Material Supplier: 
__________________________________________________________________
__________________________________________________________________
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _______________ as Principal, and _______________ as Surety, are hereby held and firmly bound unto _____________________________ as OWNER in the penal sum of ___________________________________________, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _______ day of _____________________, 20__. The Condition of the above obligation is such that whereas the Principal has submitted to _____________________________ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the ____________________________

NOW, THEREFORE,

(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and the year first set forth above.

__________________________________(L.S.)      __________________________________
Principal       Surety

By: ________________________________

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

___________________________________________________________________________
(Name of Contractor)

___________________________________________________________________________
(Address of Contractor)

a ______________________________, hereinafter called Principal and
(Corporation, Partnership, or Individual)

___________________________________________________________________________
(Name of Surety)

___________________________________________________________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

___________________________________________________________________________
(Name of Owner)

___________________________________________________________________________
(Address of Owner)

hereinafter called OWNER, in the penal sum of $_______________ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of __________, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

_____________________________________________________________________________
_____________________________________________________________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts each one of which shall be deemed an original, this _____ day of ____________, 20__. 

ATTEST: ______________________________  
Principal  
By__________________________(s)  

______________________________  
(Principal) Secretary  
(SEAL)  

______________________________  
(Witness as to Principal)  

______________________________  
(Address)  

______________________________  
(Address)  

ATTEST: ______________________________  
Surety  

______________________________  
(Surety) Secretary  
(SEAL)  

______________________________  
(Witness as to Surety)  

______________________________  
(Address)  

______________________________  
(Address)  

NOTE:  Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT:  Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

____________________________________________
(Name of Contractor)

____________________________________________
(Address of Contractor)

a ____________________________, hereinafter called Principal and
(Corporation, Partnership, or Individual)

____________________________________________
(Name of Surety)

____________________________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

____________________________________________
(Name of Owner)

____________________________________________
(Address of Owner)

hereinafter called OWNER, in the penal sum of ________________________________ Dollars, $(_______________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of __________, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

____________________________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts each one of which shall be deemed an original, this _____ day of ______________, 20__.

ATTEST: ____________________________________________

__________________________________________________

(Principal) Secretary
(SEAL)

__________________________________________________

(Witness as to Principal)

__________________________________________________

(Address)

ATTEST: ____________________________________________

__________________________________________________

(Surety) Secretary
(SEAL)

__________________________________________________

(Witness as to Surety)

(Address)

__________________________________________________

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's
most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.