Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, Watertown Town Hall, 61 Echo lake Road, Watertown, Connecticut, until **11:00 a.m., Tuesday, April 16, 2024**, at which time and place they will be publicly opened and read aloud for furnishing of road reclamation to the Town of Watertown.

The Information for Bidders, Form of Bid, Specifications and other contract documents may be obtained or examined at the office of the Purchasing Agent, Watertown Town Hall, 61 Echo Lake Road, 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 “Chip Seal Bid”.

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.

This contract is subject to state set-aside and contract compliance requirements.


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

Donna Ford
Purchasing Agent
Town of Watertown
INFORMATION FOR BIDDERS

TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

Chip Seal Bid
Watertown Public Works Department

BID OPENING: Tuesday, April 16, 2024, at 11:00 a.m.

PROPOSALS RECEIVED
All bids must be in a sealed envelope and received prior to 11:00 a.m., Tuesday, April 16, 2024, at the office of the Purchasing Agent, 61 Echo Lake Road, 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, Watertown Town Hall, 61 Echo Lake Road, 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.

Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at http://www.adobe.com/products/acrobat/readstep.html.
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:

- The Town is not responsible for the confidentiality of the information transmitted.
- 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.
- 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 centerline striping and related pavement markings as specified 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. It is strongly suggested that Bidders 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, 61 Echo Lake Road, 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 the 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:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- 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 11:00 a.m., Tuesday, April 16, 2024. The successful agent/broker shall not withdraw, cancel or modify their proposal.

BID BONDS

In consideration of the Town of Watertown, if the Principal's bid is accepted, the Principal will execute the required contract and furnish the necessary performance and payment bonds, the Principal and the Surety agree as follows:

1. The Principal and Surety, jointly and severally, bind themselves to the Obligee in the amount of the Bid Bond Amount 10% for the payment of which they bind themselves, their heirs, executors, administrators, successors, and assigns.
2. This Bid Bond is effective from the Effective Date and shall expire on the Expiration Date unless the Principal's bid is accepted by the Obligee, in which case this Bond will be replaced by the required performance and payment bonds.
3. If the Principal does not enter into the contract within the time stipulated in the bid documents, the Obligee shall have the right to enforce the terms of this Bond and recover the full amount of the Bid Bond from the Principal and the Surety.

This Bid Bond is subject to the laws of the jurisdiction in which the project is located and supersedes any other Bid Bond or bonds issued by the Surety for the same project.

PERFORMANCE BONDS

A performance 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. This financial instrument 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.

SUBCONTRACTORS

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- 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.
- 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.

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
Watertown Public Works Department
61 Echo Lake Road 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.

CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

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.

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:
  • To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
  • To reject any or all bids, or any part thereof.
• To waive any informality in the bids.
• 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.
• 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, its employees, departments, boards, committees and commissions, 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:

Standard Insurance Requirements

Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Watertown & Watertown Board of Education as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Watertown & Watertown Board of Education.
General Liability
- Each Occurrence: $1,000,000
- General Aggregate: $2,000,000
- Products/Completed Operations Aggregate: $2,000,000

Auto Liability (Incl. Hired/Non Owned)
- Combined Single Limit Each Accident: $1,000,000

Umbrella (Excess Liability)
- Each Occurrence Aggregate: $1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation and WC Statutory Limits
- Employers’ Liability
  - EL Each Accident: $1,000,000
  - EL Disease Each Employee: $1,000,000
  - EL Disease Policy Limit: $1,000,000

Original, completed Certificates of Insurance must be presented to the Town of Watertown & Watertown Board of Education prior to contract issuance. Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies.

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, its employees, departments, boards, committees and commissions, 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.
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.

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.

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 Donna Ford, Purchasing Agent at (860) 945-5260 or via email at ford@watertownct.org.
STATE SET ASIDE REQUIREMENTS

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
Bidders shall:

- provide a list of equipment available for the project
- provide a list of references for work performed over the last five years in the State of Connecticut
- OSHA 10 Certificates for all contractor employees working on-site Project

Description:

This project encompasses around 29,023 square yards of road surface, comprising eight roads in Watertown, CT (refer to maps for location details). The roads will undergo either single or double chip sealing with ¼-inch or 3/8-inch stone. Subsequently, each road will be fog-sealed and have the existing line striping and symbols repainted.
1. **Scope of Work**

The application of aggregate shall meet all State of Connecticut Department of Transportation standards and specifications.

The work shall be done in the following order;

- Prior to Chip Seal operation, the contractor shall sweep all roads as many times as necessary before that road is Chip Sealed.
- Preparing the pavement surface.
- Protect all utility covers and drain inlets from emulsion and stone, method of protection to be approved by the Town Engineer.
- Applying the Polymer Modified Asphalt Surface Sealer.
- Applying aggregate.
- Rolling the aggregate.
- Sweeping up and disposing of excess aggregate off the job site unless determined by the Director of Public Works that the excess stone can be reused by the department.
- Traffic control will be provided by the contractor who will request a Watertown police officer will be present.

2. **Application**

- The application of Polymer Modified Asphalt Surface Sealer shall be applied when ambient temperature is forty (40) degrees Fahrenheit and rising. The polymer modified asphaltic rejuvenating emulsion shall not be placed if the ambient temperature during the twenty four (24) curing period is expected to be below twenty five (25) degrees Fahrenheit.
- Application shall be with a distributor truck to the pavement surface at a rate of .20 to .50 gallons per square yard. For cul-de-sacs, turnout pockets, elbows and curve returns the use of a hand hose may be required.
- The aggregate shall be spread evenly by a computerized mechanical chip spreader. The spreader shall be capable of spreading in one (1) foot wide increments, and up to twenty (20) feet wide in a single pass.
- The aggregate screening rate of application and corresponding emulsion spread rates shall conform to the following:

<table>
<thead>
<tr>
<th>Aggregate Application Rate</th>
<th>Emulsion Spread Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Grading A= 19 – 24 lbs/sy</td>
<td>.23 gals/sy - .26 gals/sy</td>
</tr>
<tr>
<td>For Grading B= 23 – 27 lbs/sy</td>
<td>.26 gals/sy - .31 gals/sy</td>
</tr>
<tr>
<td>For Grading C= 25 – 31 lbs/sy</td>
<td>.29 gals/sy - .38 gals/sy</td>
</tr>
</tbody>
</table>

- Compaction shall be done by self-propelled 25,000 lbs. pneumatic-tired roller.
- The pneumatic-tired roller shall be in good working condition and actively rolling at all times during the chip seal operation.
- Power sweeping shall be done after chip seal operation to remove any excess loose aggregate.
• The Contractor shall wait a minimum of one day after the chip seal application before applying another surface.

3. Equipment

The following equipment to be used for the chip seal shall be as follow;

A. Sweepers shall be capable of depositing debris into a dump truck.
B. An asphalt distributor for application of the emulsion sealer.
C. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.
D. A minimum of one (1) pneumatic roller.

4. Material

• The asphalt emulsion shall be a polymer modified rejuvenating emulsion with latex polymer, rejuvenating agent and asphalt and shall meet the following specifications;
• PA-AS- 1 a product of Polymer Science of America, or owner approved equal
• Stone should be trap rock and sieve analysis need to be provided. For example:

<table>
<thead>
<tr>
<th>Aggregate Size</th>
<th>Emulsion Spread Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/4 inch trap rock</td>
<td>.23 -.35 gallons per square yard</td>
</tr>
<tr>
<td>3/8 inch trap rock</td>
<td>.33 - .40 gallons per square yard</td>
</tr>
</tbody>
</table>

FOG SEAL

Description: This work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of a light coating of asphalt emulsion to an existing or newly constructed pavement or chip sealed surface.

• Materials. Asphalt emulsion SS-1, SS-1h, CSS-1, CSS-1h or PASS QB diluted with up to 50 percent water. Water shall be clean and clear and free of incompatible soluble salts or minerals.

• Equipment. Provide equipment conforming to the requirements of this section.
  a) Obtain approval of equipment before starting the job.
  b) Use equipment for asphalt emulsion distribution ensure that it has a computerized rate control that automatically adjusts the emulsion pump to the unit ground.
  c) Furnish accurate thermometers for determining any of the applicable temperature requirements of this specification.

• Weather Limitations

Place the fog seal when the pavement and atmospheric temperature is 60°F (16°C) or above and the atmospheric temperature is 70° F (24°C) or above. Do not schedule the performance of this work for the time period before May 1 or after November 1. Do not place fog seal if any of the following conditions exist:
A. Impending weather conditions do not allow for proper curing or if temperatures are forecasted below 50°F (10°C) within 24 hours from the time of work.
B. The existing pavement temperature is 140°F (60°C) or above.
C. The pavement surface is wet or rain is forecasted within 24 hours of placement.

- **Surface Preparation**

The Contractor shall clean the pavement surface prior to placement with a power broom or road sweeper. Clean any muddy or dirty areas by flushing with water. Allow surface to dry completely prior to applying asphalt emulsion.

- **Application of Asphalt Emulsion**

The Contractor shall follow the construction methods as described.

- Apply the asphalt emulsion at the target rate(s) established during the test strip.
- Maintain the asphalt emulsion temperature from 150 to 185°F (65 to 85°C) during construction, including the start of each day. Reheat the asphalt emulsion at a rate of no more than 25 °F (14°C) per hour, when the asphalt emulsion is allowed to cool below 150°F (65°C).
- If the target application rates are not the optimum application rates to achieve proper coating of the existing or newly constructed pavement or chip sealed surface or the break time is too long or short, immediately notify the Engineer. Adjust and document the new application rate by stationing.
- Do not allow the asphalt emulsion to streak on the road surface. If the Engineer determines that streaking is occurring, cease operations until the Engineer is satisfied that streaking has been eliminated.
- For chip seal surfaces, apply the asphalt emulsion to all exposed areas of asphalt or chip sealed surface as directed.
- Unless otherwise specified in the Contract Documents, maintain adequate lanes of traffic.
- Traffic shall be considered incidental to the performance of this item.

- **Escalation/de-escalation**

The Town will allow an escalation/de-escalation for Fog Seal.

\[
\text{Escalation} = \frac{(\text{Current Market Price} - \text{Base price at Bid})}{235} \times 59.2\% \times 0.15
\]

- **Acceptance of Fog Seal**

During the application of the fog seal, inspect the fog seal for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, and sweeping. Inspect workmanship for untreated areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.
Verify the following for daily acceptance:

A. Fog seal edge is neat and uniform along the roadway lane, shoulder, and curb lines.
B. Fog seal has no surface patterns such as lean or heavy lines. C. Fog seal has no bleeding/flushing areas.
C. Fog seal uniformly covers all portions of chip seal surface.
D. Perform all corrective work to the satisfaction the Engineer.

- **Method of Measurement:**
  
The Department will measure Fog Seal by the number of square yards treated

- **Traffic Control:**
  
  Contractor shall supply adequate number of Watertown Police Officers or certified flaggers to maintain traffic control if police are unavailable.

**ASPHALT PRICE ADJUSTMENTS:**

1. Asphalt Price Adjustments allowed will be based on the March 1, 2023 average of F.O.B terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the Connecticut Department of Transportation based on prices of performance graded binder in accordance with the State of Connecticut Dept. of Transportation Standard Specification.

   NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.


2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices that are posted on the 1st of each month, hereafter known as the “Adjustment Date”, During the contract period starting with (Month) 1, 2023 and 2024. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., March 1, 2023, and March 1, 2024) following the adjustment date.

   The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

   \[
   \text{Price} - \text{Base Average} / 235 \times \text{Total Adjustment} = (\text{New Terminal Allowable (per gallon) Monthly Price}) \times \text{Petroleum\% Average FOB Terminal Price}
   \]

   The allowable petroleum % for PASS is 64% + 4% = 68% Total Petroleum Allowance.
• **Contract Rollover**

Upon mutual request, the terms of this contract may be extended on a yearly basis. Price fluctuations will be allowed for liquid asphalt prices only. Asphalt prices will be determined by the state of Connecticut website:


The asphalt adjustment cost will be based on the variance in price for the liquid asphalt component for contract bid items. The Asphalt Price is available on the Department of Transportation Website:

http://www.ct.gov/dot/asphaltadjustment

\[
P \times 235 \times 0.67 \times 0.33 \times \text{QUANTITY IN SQUARE YARDS} / $ \ ______________
\]

Where: \( P = [\text{Period Price} – \text{Asphalt Base Price}] \)
Painted Pavement Markings

The item for “Road Line Stripping and symbols” shall include all labor, equipment and materials required to provide hot applied pavement markings of the width and color specified and hot applied pavement markings, symbols and legends at the locations shown on the plans or as directed by the Town, in place according to Section 12.09 of the Form 818, as amended.

Materials

Materials shall conform to the requirements of Section M.07.20 of the Form 818, as amended.

Construction Methods

Construction methods shall comply with the requirements of Section 12.09.03 of the Form 818, as amended. Painted pavement markings, symbols and legends include stop bars, crosswalks, parking stalls, lane arrows, legends and markings.

Method of Measurement

This work will be measured for payment by the following:

Number of linear feet of painted pavement markings applied and accepted.
Number of square feet of painted pavement markings, symbols and legends installed on the pavement and accepted by the Town.

Basis of Payment

This work will be compensated as follows:

A contract lump sum for “Road Line Stripping and symbols” will be paid from the Town of Watertown, CT. The payment will cover the specified width and color, installed and accepted in its entirety at the designated location. The price includes all equipment, materials, labor, tools, and incidental work.
Payment will not be issued for pavement markings affected by contractor error and subsequently ordered for removal.
The payment will be based on the number of linear feet of painted pavement markings installed on the pavement and accepted by the Town.
Additionally, payment will be determined by the number of square feet of painted pavement markings, symbols, and legends installed on the pavement and accepted by the Town.
# 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 818, 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>Estimated Description/Unit Price</th>
<th>Quantities</th>
<th>Totals</th>
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<tbody>
<tr>
<td><strong>Item # 1</strong></td>
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<td><strong>Chip Seal with PASS-CR &amp; ¼” clean stone</strong></td>
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<td>and _______________________________ Cents</td>
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<td><strong>Item # 2</strong></td>
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<tr>
<td><strong>Chip Seal with PASS-CR &amp; 3/8” clean stone</strong></td>
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<td>($ ) per square yard.</td>
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<td><strong>Item # 3</strong></td>
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<tr>
<td><strong>Chip Seal using PASS-CR &amp; ¼” recycled stone</strong></td>
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<td>and _______________________________ Cents</td>
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<td>($ ) per square yard.</td>
<td>29,023 SY</td>
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<td><strong>Item # 4</strong></td>
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<td>29,023 SY</td>
<td>$_______</td>
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Item # 5
Fog Sealing – CSS-1h

The unit price of
_____________________________Dollars
and ___________________________Cents
($                      ) per square yard.  29,023 SY $__________

Item # 6
Road Sweeping Services Per Machine

The unit price of
_____________________________Dollars
and ___________________________Cents
($                      ) Ea.  1.0 Ea.  $__________

Item # 7
Road Line Stripping and Symbols

The unit price of
_____________________________Dollars
and ___________________________Cents
($                      ) Lump Sum.  1.0 LS.  $__________

Computer
Subtotal – $______________
TO: Donna Ford, Purchasing Agent  
Town of Watertown  
Town Hall  
61 Echo Lake Road  
Watertown, CT 06795

The undersigned, as bidder, agrees to furnish material, labor and equipment for the Road Reclamation project 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 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 provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified, 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 _____________________________________________________

EMAIL ADDRESS _________________________________________________________

SIGNED ______________________________ DATE ____________________________
NOTE: 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 _________________________________________________________________

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

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NAME OF BIDDER: ____________________________________________
OFFICIAL ADDRESS: __________________________________________
PHONE NUMBER: ____________________________________________
BY: ___________________________ TITLE: ________________________
(Please Print)
DATE: ____________________________

SIGNATURE: ____________________________________________
## PROPOSED SUBCONTRACTORS

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REFERENCES

The Bidder is required to fill out the following form to enable the Owner to make inquires 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:______________________________.

2. List three (3) projects of similar in nature to the project described herein that the Bidder has completed along with the approximate 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.
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

10% 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:________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

__________________________________________________________

(Name of Contractor)

__________________________________________________________

(Address of Contractor)

A _______________________________________________________, hereinafter called Principal
(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, dates 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 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.

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

**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)

**ATTEST:**

__________________________________________

(Surety)
Secretary (SEAL)

**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.