



**PURCHASING AUTHORITY**  
Town of New Milford, Connecticut  
**REQUEST FOR BIDS**

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, August 1, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Chip Seal 19/20. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, August 1, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

**INTENT:** The Town is soliciting competitive bids for Chip Sealing during the 2019/2020 fiscal year.

Specifications and bid forms must be obtained online at [www.newmilford.org](http://www.newmilford.org). When applicable, state bids will be considered for this product/service.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.



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Pete Bass, Mayor  
An Equal Opportunity/Affirmative Action Employer

**TOWN OF NEW MILFORD  
DEPARTMENT OF PUBLIC WORKS  
Bid Specifications**

**CHIP SEAL 2019-2020**

The Town of New Milford is soliciting competitive bids for Chip Sealing for the 2019-2020 fiscal year. Prices provided by the successful bidder shall remain in effect for a one (1) year period following the award of the bid and may be extended for up to two additional one-year periods upon written agreement between the Town and the awarded contractor. The contractor shall furnish all materials, labor, equipment and services necessary to install a chip sealing roadway surface treatment as specified herein.

The Purchasing Authority reserves the right to reject any and all bids, to waive technicalities, and to award the contract as will best serve public interest. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

**RECEIPT AND OPENING OF BIDS:**

The Town of New Milford invites bids on the form attached hereto. Bids will be received by The Purchasing Authority at the Purchasing Office, Lower Level Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on Thursday, August 1, 2019. The bids will be publicly opened and read aloud on that day at 3:30 p.m.

The envelopes containing the bids must be sealed, addressed to The Purchasing Authority, Town of New Milford, 10 Main Street, CT and designated as Bid for Gravel Crushing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. The Municipality may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

**PREPARATION OF BID:**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in duplicate within a sealed envelope bearing on the outside, the name of the bidder, his address, and the 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 as specified in the paragraph above. Only complete bids will be accepted. In order for a bid to be complete, it must include the following;

- *Bid Form(s)*
- *Indemnification, Acknowledgement & Agreement*
- *Non-Collusion Affidavit of Prime Bidder*
- *Insurance*

### **BIDDER QUALIFICATIONS:**

Bidders must have a minimum of (5) years' experience installing Chip Seal Surface Treatment to Municipalities or to the Department of Transportation in the State of Connecticut. The bidder shall submit a list of all chip seal projects performed in the State of Connecticut since 2012. The list shall include a summary of the work performed and contact information including name, title, address and phone number.

In determining the qualification of a Bidder, the Town may consider the record and the performance of any contracts for similar work, which may have been previously performed. The Town shall make such investigation as deemed necessary to determine the ability of the Bidder to perform the work.

### **BASIS OF AWARD:**

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- The ability, capacity and skill of the bidder to perform the service required
- Whether the Bidder can perform the service within the specified time, without delay or interference

### **ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to Mike Boucher, Public Works Department, via email at [mboucher@newmilford.org](mailto:mboucher@newmilford.org) to be given consideration.

Such requests must be received no later than 5 p.m. on Tuesday, July 23, 2019. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the State of Connecticut's DAS Website as well as the Town's website, [www.newmilford.org](http://www.newmilford.org), no later than noon on Thursday, July 25, 2019.

Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

### **BASIS OF PAYMENT:**

Payment shall be computed by multiplying the contract unit price per square yard (including liquid asphalt price adjustment cost) by the measured yardage complete in place. Road areas completed shall be measured at the end of each day by the Town's Representative along with the Contractor's Supervisor. Road widths shall be measured periodically and an average width shall be used over each corresponding road segment.

The bid unit price shall include the cost of all labor, insurances, equipment, fuel, materials and services provided necessary to perform the work. Upon completion of the work, and acceptance by the Town, the Contractor shall submit a payment request.

### **INSURANCE REQUIREMENTS:**

A certificate of Insurance is required to be submitted upon execution of any agreement. The Contractor must carry the following minimum insurance coverages:

Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage:

General Liability per occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000

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

Statutory Workers Compensation and Employers Liability

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000
Or in accordance with the requirements of the laws of the State, whichever is greater.	

Umbrella/Excess: \$2,000,000

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

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

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

The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.

Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.

Any changes in insurance coverage will require thirty (30) days' notice to the Town of New Milford.

## **TECHNICAL SPECIFICATIONS:**

### **1. MATERIALS:**

#### **A. Liquid Asphalt Emulsion**

Liquid asphalt grade shall be CRS-2P meeting the requirements of ASTM D2397 and AASHTO M208, or submit alternate materials for consideration.

#### **B. Latex Additive**

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the Town. The liquid asphalt used in the specified emulsion shall consist of 3% latex additive.

#### **C. Aggregate**

The aggregate shall be crushed quarry stone free from dust, debris, soft stone or other contaminants with 75% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. abrasion test and a 35% maximum for the flakiness test. A suggested aggregate gradation is as follows:

<b>1/4" STONE</b>	
<b>SIEVE SIZE</b>	<b>% PASSING</b>
(1/2")	100
(3/8")	100
(1/4")	70 – 100
(#4)	0 – 25
(#8)	0 - 5

<b>3/8" STONE</b>	
<b>SIEVE SIZE</b>	<b>% PASSING</b>
(1/2")	100
(3/8")	85 – 100
(1/4")	10 – 60
(#4)	0 – 25
(#8)	0 - 5

The contractor is responsible for determining the correct gradation based upon material products selected for use and the site conditions. The intent is to provide a properly sealed pavement with dense stone coverage and no flushing.

**D. Compatibility**

The Contractor shall be responsible for ensuring the compatibility of the emulsified asphalt with the cover aggregate.

*E. Alternate Materials or stone sizes may be provided and considered. Please submit information for QA/QC and Technical Specifications for the Engineer to review.*

**2. EQUIPMENT:**

The Contractor shall utilize equipment in excellent mechanical condition in order to ensure a continuous operation. The following minimum quantities and types of major equipment shall be used in the performance of the work:

**A. Aggregate Spreading Equipment**

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1 to 20 feet in a single pass. The spreader shall be mounted on pneumatic tires and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. The

spreader shall be equipped with a computer that controls the application of aggregate. It shall have the ability to apply stone on any grade from 0 - 15%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons, (5 tons), of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It shall be capable of maintaining positive engagement over irregular terrain.

#### B. Pneumatic Roller

At least one rubber tired roller shall be used on each treated surface immediately after the stone has been applied. Rollers shall be a (9) wheel pneumatic type with a minimum rolling width of (6) feet. All tires shall have a smooth surface and be equally inflated. Each roller shall be self-propelled and have a gross weight of not less than 10 tons.

#### C. Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed, and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. The Distributor shall be equipped with a computer that controls the application of liquid asphalt. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard, of roadway surface, at any length of spray bar up to 16 feet. The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in one foot increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

#### D. Dump Truck

Tri axle dump trucks shall be provided in sufficient numbers to adequately supply the chip spreader to allow for continuous production. Truck bodies shall be kept clean and free of all debris.

#### E. Loader

A loader shall be required and provided by the Contractor to adequately supply the dump trucks to allow for continuous production.

F. Sweeper

Sweeper(s) shall be required and provide by the Contractor to adequately sweep the pavement after chip seal and utilize a proper amount of water to minimize dust. See 3 G. regarding water supply.

3. **CONSTRUCTION DETAILS:**

A. Weather

Work will not be allowed:

- When the road surface is wet
- When precipitation is predicted or occurring
- During foggy periods
- When the ambient temperature is below 60 degrees F
- When the ambient temperature is above 95 degrees F

B. Road Preparation

Surface preparation, which may include pothole patching, leveling, adjusting manhole & valve covers, etc., will be completed by the Town before the Contractor begins work.

Upon the award of this contract and before starting work, the Contractor shall inspect the pavement conditions of the roads to be treated and shall notify the Town of any additional preparation work that may be required.

**Prior to applying the emulsion, all catch basins, manhole covers, curbs, and all other utility covers and structures in the roadway shall be protected against the surface treatment material.** The Contractor shall be responsible for covering these components and uncovering them once placement of the chip seal is complete. The covering method and material shall be approved by the Town. All traces of the cover material shall be removed as quickly as possible, after the application of the chip seal and/or prior to final acceptance of the project. Disposal of the coverings and materials shall be the responsibility of the contractor. This dumpster may be placed at 10 Scovill Street and shall be removed promptly after completion of the work. This cost shall be included in the pricing to perform chip seal. The contractor may dispose of the materials at the Town Recycling Center for a credit to the Town.

C. Layout and limits



- a. Roads shall be marked with white line and white arrow in direction of chip sealing.
- b. Limits:
  - i. Generally chip seal shall cover curb to curb(or edge to edge) unless directed by the Highway Foreman or Engineer differently.
  - ii. Complete cul de sac chip seal shall be performed.
  - iii. Chip seal shall overlap(3" min. and 3' min. for Town Properties) the road seam/edge of the adjacent road including all State Roads. Town will take care of additional sweeping as needed in the State Right of Way.

#### D. Application of Liquid Asphalt Emulsion

The asphalt emulsion shall be applied uniformly onto the prepared surface generally between a temperature range of 150 to 180 degrees F and at an application rate determined by the Contractor. The spray bar and nozzles shall be set at the proper height and maintained to ensure even distribution of the emulsion at the correct rate. The bituminous material shall not be applied more than 200 feet in advance of the stone spreader. The use of a hand hose may be required at cul-de-sacs and intersections.

#### E. Application of Aggregate

Immediately after the asphalt emulsion has been applied to the road, the Contractor shall spread the aggregate. The application rate shall not vary more than 2 Lbs./ Sq. Yd. from the Contractor determined rate. At no time during the operation shall the tires of the aggregate spreader come in contact with the freshly applied bituminous material. The Contractor shall provide an appropriately sized ground crew to apply stone to inaccessible areas and to spread piles of aggregate using approved chip seal rakes.

The aggregate shall be rolled thoroughly to ensure proper placement and embedment. The rollers shall come to a complete stop before reversing direction. Rollers shall be operated at a speed which does not displace aggregate.

#### F. Suggested Application Rates

A suggested range of Application Rates for Chip Seal Materials are as follows:

- For 1/4" Stone
  - 0.25 to 0.32 Gals/Sq. Yd. Emulsion
  - 15 to 25 Lbs./Sq. Yd. Aggregate
- For 3/8" Stone
  - 0.30 to 0.40 Gals/Sq. Yd. Emulsion
  - 20 to 30 Lbs./Sq. Yd. Aggregate

The contractor is responsible for determining the correct application rates based upon material products selected for use and the site conditions. The intent is to provide a properly sealed pavement with dense stone coverage and no flushing. Modifications to the general range above shall be reviewed by and approved by the Engineer.

G. **Sweeping**

Immediately prior to chip sealing operations, the Contractor shall utilize a power sweeper to sweep the entire surface of the roadway to be treated.

Upon completion of the chip seal process and appropriate curing of the treatment, the Contractor shall sweep the surplus aggregate off of the road surfaces. Care shall be taken not to dislodge embedded aggregate or damage the surface. The Contractor shall haul the excess aggregate back to the Highway Department yard (or location designated by the Highway Foreman but where it will be stockpiled and become the property of the Town.

The Town of New Milford may supply water to sweepers if necessary. A hydrant located on Scovill Street may be utilized. Contractor must use the town supplied water meter located at Scovill Street and notate all meter reading before and after fill up. All meter readings must be returned to the Highway Foreman or his representative.

- H. Items will be paid based on overall purchase order quantity in square yards. Occasionally it may be necessary to chip seal Town Property, Parks, aprons or other locations separate from this contract as funding becomes available or due to schedule needs. The Contractor and Engineer will review the final chip seal list to determine a mutually beneficial work schedule to ensure public safety and pavement preservation goals.

4. **QUALITY CONTROL:**

The Contractor shall have a qualified and experienced Supervisor on the project at all times to ensure the work is performed properly. The supervisor shall have (5) years minimum experience in this type of operation. Operators of all equipment and ground crews shall be sufficiently trained and experienced.

Calibration documentation of the chip spreader and distributor shall be provided to the Town. Field checks may be performed in order to verify the application rates.

The Contractor is fully responsible for ensuring the compatibility between the emulsion asphalt and the cover aggregate. In addition, the Contractor shall be responsible for determining the appropriate material application rates to ensure a successful long enduring installation.

5. **WORK SCHEDULE:**

Allowable work hours are from 7:00 a.m. to 4:00 p.m., Monday through Friday excluding Town Holidays. Work shall start within (2) weeks of Notice to Proceed. Once started, work shall proceed in a continuous manner until complete.

Work shall be completed, including sweeping, prior to September 30, 2019 and may resume immediately after Memorial Day for completion prior to June 30, 2020.

6. **TRAFFIC:**

Unless otherwise specified, all roads shall be kept open to traffic at all times. The contractor shall take all steps necessary for the maintenance and protection of traffic. Appropriate MUTCD work zone signage and all road side construction safety equipment are to be utilized throughout the duration of the project. **Per MUTCD, signs that read “Loose Gravel” min. 24” retroreflective on posts shall be provided at entrance to collector roads and entrance from other collector roads.** Signs that read “WARNING LOOSE STONE 15 MPH” shall be deployed and maintained in appropriate areas on collector and local roads. The Contractor shall supply and utilize CT certified flaggers or Uniformed traffic control while working on Town roads.

Vehicles should be kept off the work in process until the final layer of stone has been applied and rolled. Once this has been accomplished, traffic should then be re-allowed on these sections.

Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 20 mph should be maintained for a period of (2) hours.

Engineer or Highway Foreman shall approve use of Uniformed Traffic Control and vehicle(s) as determined by the traffic control plan submitted by the Contractor. Typically a Uniformed Traffic Control and vehicle will be utilized to control vehicle speed approaching the work zone. Sufficient Certified Flaggers shall be provided per MUTCD and road conditions.

7. **SUBMITTALS & CONSTRUCTION RECORDS:**

Prior to the start of work, the Contractor shall submit the following Material Test Results and Certifications for approval:

- Liquid Asphalt Supplier & Material Certification
- Latex Additive Supplier & Material Certification
- Cover Aggregate Quarry, Sieve Test & Material Certification
- MUTCD Work Zone Sign specifications
- Proposed sweeping schedule after application

The Contractor shall prepare and submit Daily Reports to the Town which shall include the following minimum information and receipts:

- Date, Weather, Temperature, Street Name, Linear Footage of Road Treated, Quantity of Stone & Emulsion Applied, Total Area of Roadway Treated
- Liquid Asphalt Delivery Receipts
- Cover Aggregate Delivery Receipts
- Total Gallons Liquid Asphalt Applied (Daily Totals and Total by Street)
- Total Tons Cover Aggregate Applied (Daily Totals and Total by Street)

8. **SAFETY & ENVIRONMENTAL COMPLIANCE:**

The Contractor must follow all applicable OSHA standards for performing the work at all times. Failure to follow applicable OSHA standards is grounds for immediate cancelation of the contract.

The Contractor shall maintain strict conformance with all environmental regulations and standards set forth by CT DEEP as well as all other applicable federal, state or local requirements.

9. **LIQUID ASPHALT ADJUSTMENT COST:**

A Liquid Asphalt Price Adjustment shall be applied to the base bid price “*Modified Asphalt Chip Seal with Rubber Polymer Furnished, Delivered and Applied, **Complete In-Place***” to account for fluctuations in the market. The actual unit price to be paid to the Contractor shall be adjusted if the *Asphalt Period Price* listed on <http://www.ct.gov/dot/asphaltadjustment> (Connecticut Department of Transportation website) varies by more than \$5.00 from the *Asphalt Base Price*.

The *Asphalt Base Price* shall be the asphalt price posted (10) days prior to the bid opening date. The *Asphalt Period Price* shall be the price posted on the first day that emulsion is applied to Town roads under this bid.

The base bid price shall be increased or decreased, as appropriate, by the liquid asphalt price adjustment amount determined as follows:

$$\text{Liquid Asphalt Price Adjustment (\$/Sq. Yd.)} = P / 235 \times 0.67 \times \text{AR}$$

Where:

P = Asphalt Period Price – Asphalt Base Price (\$)

AR = Actual Application Rate of Emulsion Utilized (Gal/ Sq. Yd.)

Assumptions:

235 gallons of liquid asphalt = 1 ton of liquid asphalt

Liquid asphalt represents 67% of the liquid asphalt emulsion

## **WARRANTY:**

The Chip Seal Surface Treatment shall be warranted by the contractor for (1) year from final acceptance by the Town. The warranty shall fully cover any defects due to faulty materials or workmanship. All warranty work shall be performed at no cost to the Town provided written notification of defects was provided by the Town within the warranty period. Should repair work be necessary, the Contractor shall provide a proposed repair procedure to the Town for approval before any work is performed.

## **11. MISCELLANEOUS:**

A. The Town of New Milford will provide the Contractor an aggregate stockpile area at the Highway Department located @ 10 Scovill Street, New Milford, CT.

B. **Locations:** The Town of New Milford will provide a list of applicable roads and approximate linear feet of road to be chip sealed prior to start of chip seal. The dimensions and computed areas are approximate and should only be used as a general guide. The Town of New Milford reserves the right to add or delete from this list as time, money and weather permits. The Contractor should investigate and become familiar with the conditions that will be encountered on the jobsite.

### **C. Construction Signs**

Scope of Work - The Contractor shall furnish and install construction signs in order to maintain and protect traffic during the course of construction. These signs include temporary signs necessary to detour traffic around construction sites and informative signs. The colors, sizes and dimensions shall be in conformance with FHWA MUTCD and may be as per the State of Connecticut, Department of Transportation specifications.. Details will be provided as necessary. The item is to include all required portable supports or metal signposts necessary for posting at locations as determined by the Engineer. Sign locations shall be determined prior to construction start-up and removed at the completion of the project.

Method of Measurement and Basis of Payment - Construction signs will be measured for payment by the number of square feet of construction signs delivered and used on the project.

This item will be paid for at the contract unit price per square foot for "Construction Signs". This price shall include all costs for labor, equipment, and service involved in the fabrication, erection, covers, maintenance, moving, adjusting, relocating and removal of signs furnished by the Contractor.

### ***Special Provisions:***

This may be paid for each (Ea.) for Construction Signs. Signs shall be minimum 24x24 and meet MUTCD specifications and sufficient in quantity to protect road users. Sign plan shall be provided for Engineer's review and approval.

#### **D. Uniformed Traffic Control**

Scope of Work - The Contractor shall provide the services of uniformed traffic men at such locations and for such periods as the Engineer may order for the control and direction of vehicular traffic and pedestrians.

Traffic men shall be uniformed Town of New Milford Police Officers. The use of any other traffic control personnel shall be permitted only with the approval of the Department of Public Works. Certified Flagmen (see Specification No. 728) may be used only in accordance with the regulations established by the Director of Public Works. It shall be the Contractor's responsibility to notify the Police Department a minimum of 48 hours in advance of requiring uniformed traffic personnel.

Engineer shall approve use of a vehicle or multiple officers based on the approved Traffic Plan.

#### Method of Measurement and Basis of Payment

Services of traffic men will be measured by the number of hours for each uniformed traffic person rendering service in accordance with the orders of the Engineer. The contractor will transmit payment to the agency in the amount billed and will be reimbursed in the regular monthly requisition. When the contractor submits his periodic request for payment, he shall submit a list of police officers utilized and hours worked within that payment period.

This is an allowance, draw down item. The contractor will be reimbursed only for the actual hours of uniformed traffic control actually provided for and approved.

Additional costs for a vehicle shall be submitted and billed accordingly

#### **E. Certified Flagperson**

Scope of Work - The Contractor shall provide the services of Certified Flagperson at such locations and for such periods of time as the Engineer may order in conjunction with the Department of Public Works, for the control and direction of vehicular traffic and pedestrians.

Certified flagperson will be utilized on all streets unless specifically designated otherwise by the Department of Public Works and/or the Engineer.

Uniformed traffic control (Police) will be utilized only in locations specifically designated by the Department of Public Works and will be paid for under the applicable contract item. .

#### Materials and Methods of Construction

Certified Flagperson shall consist of personnel clothed with reflective vests and equipped (including headgear, traffic control stop/slow paddle etc.) so as to be readily distinguishable as flagperson, to the satisfaction of the Department of Public Works and shall be deployed at such locations and for such periods as the Engineer and/or Department of Public Works may order, to control traffic operations and promote increased safety to motorists and pedestrians on construction sites.

All flagpersons are required to have been certified by ATSSA or equal.

### Method of Measurement and Basis of Payment

Services of flagperson will be measured for payment by the number of hours for each person rendering services in accordance with the orders of the Engineer; this to include, however, only such flagmen as are employed within the limits of the construction, within the right of way for the project, upon detours stipulated in the contract, or upon detours ordered by the Department of Public Works. Flagperson furnished by the Contractor for continued use of a detour or bypass beyond the period for which the Department deems such flagperson necessary to the proper completion of the project, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

The minimum hours of payment for any one flagperson in any one day shall be four hours. No flagperson shall work more than twelve hours in any one day. In case such services are required for more than twelve hours, the Contractor shall furnish additional personnel.

Travel time will not be measured for payment.

Flagperson will be paid for at the contract unit price bid per hour for "Certified Flagperson," which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the Flagperson as ordered.

### ***F. Maintenance and Protection of Traffic***

Scope of Work - The description and construction method for this item shall be as described under Connecticut Department of Transportation Specifications, Form 817 or current, except that the Contractor, rather than the State or Town, shall furnish signs, barricades, covers, traffic cones, etc., to forewarn traffic of construction and safeguard and guide the traveling public through detours.

Covered detour signs are to be posted by the contractor one week prior to road closure, and then uncovered the day before the start of construction.

Method of Measurement and Basis of Payment - This work will be paid for at the contract price per the bid form/quantity estimate sheet for "Maintenance and Protection of Traffic." This price shall include all costs for labor, equipment and services involved in the, fabrication, erection, covers, maintenance, moving, adjusting, relocating and storing signs, barricades, traffic cones and traffic delineators furnished by the Contractor, as well as all cost of labor, including traffic-men and equipment involved in the maintenance of traffic lanes and detours ordered or included in the approved scheme for maintenance of traffic as shown.

If the Engineer requires the Contractor to provide facilities in excess of the requirements of the adopted scheme for maintenance and protection of traffic, the Contractor shall perform the required work; and payment for the cost thereof will be made at applicable contract unit prices, or in the absence of applicable contract unit prices, as Extra Work.

### **G. *Extra Work, Alternates, Incidentals, and Contingencies***

Scope of Work - This item is inserted in the contract to provide funds to pay for any work not covered under bid items and ordered to be done as Extra Work and also to pay for any bid items in the event that quantities in those items are greater than stated in the bidding sheet. Alternates are placed to detail potential changes to the scope based on the bids, project budget or potential greater work required by the department in the vicinity of the project.

Method of Payment - This is an allowance item; it is not a lump sum item. This item may be used partially, in its entirety, or in some cases not at all, as directed by the Engineer.



## INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Chip Sealing

BID OPENING: August 1, 2019

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a) (1) and § 4a-60a (a) (1), as amended in State of Connecticut Public Act 07-245 and sections 9(a) (1) and 10(a) (1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**Town of New Milford, Connecticut**  
**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Connecticut

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn affirms  
that:

1. He is \_\_\_\_\_ of \_\_\_\_\_,  
the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and  
of all pertinent circumstances respecting such bid;
3. Such Price is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, Owners, agents,  
representatives, employees or parties in interest, including this affidavit, has in any  
way colluded, conspired, connived or agreed, directly or indirectly with any other  
Bidder, firm or person to submit a collusive or sham Bid in connection with the  
Contract for which the attached bid has been submitted or to refrain from bidding in  
connection with such Contract, or has in any manner, directly or indirectly, sought by  
Agreement or collusion or communication or conference with any other Bidder, firm  
or person to fix the price or prices in the attached bid or of any other Bidder, or to fix  
any overhead, profit or cost element of the bid price or the bid price of any Bidder, or  
to secure through any collusion, conspiracy, connivance or unlawful agreement any  
advantage against the Town of New Milford, or any person interested in the proposed  
Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are  
not tainted by any collusion, conspiracy, connivance or unlawful agreement on the  
part of the Bidder or any of its agents, representatives, Owners, employees or parties  
in interest, including this affiant.

Signature: \_\_\_\_\_ Printed name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, \_\_\_\_\_  
a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for  
said state, personally appeared \_\_\_\_\_, known to me (or  
satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within  
instrument and acknowledged that (he/she/they) executed, in authorized capacity, the  
same for the purposes therein contained.

WITNESSSS whereof I hereunto set my hand:

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

\_\_\_\_\_ My Commission Expires/Juris Number (circle one)

# Town of New Milford Chip Seal 19/20

## Bid Form Page 1:

Item #	UOM	Work Description	UOM	Written Unit Price (\$) and Total(\$)
1	N/A	Traffic Control Persons	Per HOUR	_____ dollars & _____ cents \$ _____
2	N/A	Maintenance and Protection of Traffic	SY	_____ dollars & _____ cents \$ _____
3	N/A	Placed & Maintained "Loose Gravel" Signs	EA	_____ dollars & _____ cents \$ _____
4	Per Bid	Emulsion 1/4" stone CRS2-P 12,000+ Gal.	SY	_____ dollars & _____ cents \$ _____
<b>Evaluation will be based on final pavement list, credits and contractor availability.</b>				
<b>Alternates:</b>				
A	Per Bid	Emulsion 1/4" stone CRS2-P 0-3000 Gal. (small driveway/lot)	SY	_____ dollars & _____ cents \$ _____
B	Per Bid	Emulsion 1/4" stone CRS2-P 3001-12,000 Gal. (medium to large driveway/lot)	SY	_____ dollars & _____ cents \$ _____
C	Per Bid	Emulsion 3/8" stone CRS2-P 12,000+ Gal.	SY	_____ dollars & _____ cents \$ _____
D	N/A	Emulsion 1/4" stone Type PASS-CR 12,000+ Gal.	SY	_____ dollars & _____ cents \$ _____
E	N/A	Alternate Emulsion Stone size _____ Emulsion Type _____ 12,000+ Gal	SY	_____ dollars & _____ cents \$ _____
F	N/A	Uniformed Traffic Control	Allow- ance	Five Thousand dollars and zero cents      \$5,000.00
G	N/A	Extra Work/Contingency	Allow- ance	Five Thousand dollars and zero cents      \$5,000.00

Company: \_\_\_\_\_

Date: \_\_\_\_\_

# **Town of New Milford Chip Seal 2019/2020**

## **Bid Form Page 2 of 2**

THE UNDERSIGNED BIDDER UNDERSTANDS THAT, IN ADDITION TO THE BID SPECIFICATIONS, ALL BIDS ARE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE NEW MILFORD "MUNICIPAL PURCHASES" ORDINANCE, SET FORTH IN ARTICLE III, SECTION 2-92 (a) THROUGH (o) INCLUSIVE, OF THE CODE OF NEW MILFORD.

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Written Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Please indicate all addenda received and date.**

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Notes:

Our pavement preservation goals are to protect recent investments in infrastructure and prevent infrastructure from falling from Good Condition to Fair and Fair to Poor thereby providing safe infrastructure in a cost effective manner.

A purchase order will be generated and map/pavement list provided to Contractor.  
Final pavement list depends on bid prices and further pavement evaluation with Contractor.