PROJECT MANUAL

FOR THE
PERMANENT PATCHING OF STREET EXCAVATIONS
AT VARIOUS LOCATIONS
IN THE
TOWN OF SEYMOUR

PREPARED BY:
BRYAN NESTERIAK, P.E.
TOWN ENGINEER
ONE FIRST STREET
SEYMOUR, CT 06483

OCTOBER 19, 2016
# TABLE OF CONTENTS

| Invitation to Bid                          | 1 |
| Bid Form                                   | 2 |
| Non-Collusive Affidavit                    | 4 |
| Contract Form                              | 5 |
| Certification as to Principal’s Authority  | 8 |
| General Conditions                         | 9 |
| Technical Specifications                   | 12 |
INVITATION TO BID
PERMANENT PATCHING OF STREET EXCAVATIONS
IN THE
TOWN OF SEYMOUR

Sealed bids are invited by the Town of Seymour until 3:00 p.m. on Wednesday, November 9, 2016 at the office of the First Selectman Seymour Town Hall One First Street, Seymour, CT 06483 for the permanent patching of street excavations in the Town of Seymour.

Bids received after the above time will not be accepted. Bids will be opened publicly and read aloud beginning at 3:05 p.m. All interested parties are invited to attend.

A pre-bid meeting will be held in The Norma Drummer Room at Seymour Town Hall at 2:00 p.m., on Monday, October 31, 2016. This conference will afford Contractors an opportunity to ask questions about the proposed work.

Copies of the Contract Documents may be obtained by visiting www.seymourct.org and going to the Bids & Proposals link on the right side of the Home Page.

Bids shall be submitted in triplicate, on the provided forms, and they shall be complete with no alterations to the provided forms.

No bid shall be withdrawn for a period of ninety (90) days subsequent to the opening of the bids.

The Town of Seymour reserves the right to accept or reject any or all bids, to reduce the scope of the project to reflect available funding, and to waive any informalities in the bidding, if such actions are in the best interest of the Town.

Prospective bidders may contact: Bryan Nesteriak, P.E. Town Engineer One First Street, Seymour, CT 06483, (203) 881-8145 for additional information regarding the Project.

We do business in accordance with all applicable federal laws and regulations.

DATED: October 19, 2016
BID FORM

PERMANENT PATCHING OF STREET EXCAVATIONS

In accordance with the GENERAL CONDITIONS and SPECIFICATIONS for the above referenced Project, I (we) propose to furnish all materials, equipment, tools, labor and work associated with the permanent patching of Street Excavations on local roads within the Town of Seymour for the following Unit Prices:

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<th>Size of installed Patch in Square Yards</th>
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<th>Unit Price Each In Figures</th>
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Hand Formed Bituminous Concrete Curbing

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<th>Linear foot price in words</th>
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Machine Formed Bituminous Concrete Lip Curbing

Linear foot price in words ________________________________ $ __________________
figures

CERTIFICATION:

I, ________________________________ the ______________________ of ____________________________
(name) (Title)
the company submitting this Bid, hereby certifies that ____________________________
(Company Name)

Has been in the asphalt paving business for over five (5) years and that we have installed a permanent street excavation patch at the following locations over one (1) year ago:

Customer Street Address Date of installation
1. __________________________________________
2. __________________________________________
3. __________________________________________
4. __________________________________________
5. __________________________________________

NON-COLLUSIVE AFFIDAVIT:

An executed Non-Collusive affidavit is attached hereto.

EXECUTION:

Dated this ________ day of ____________________, 2016.

Company Name: _____________________________

Submitted By: _____________________________
(Printed Name)

________________________
(Signature)

Address: ________________________________

________________________
________________________
NON-COLLUSIVE AFFIDAVIT

TOWN OF SEYMOUR

(Required With Bid)

State of Connecticut: .........................

) s.s.

County of New Haven: .......................)

being first duly sworn deposes and say;

That he is a (  ) Partner; (  ) Officer; (  ) Owner of the firm

_______________________________________________
Bidder:

_______________________________________________
Title

Subscribed and sworn to before me

this ________________ day of ___________________ 201__.

_______________________________________________
(Notary Public)

My commission expires _________________________ 201__
Dated as of the ____ day of __________, 2016 by and between the Town of Seymour (herein called the "Owner") acting herein by its First Selectman, as authorized by the Board of Selectmen and ___________________ (herein called the "Contractor").

Witnesseth, that the Owner and the Contractor in consideration of the premises and of the mutual covenants and considerations do hereby mutually agree:

1. CONTRACT AND CONTRACT DOCUMENTS

   The Technical Specifications and Amendments thereto, the Addenda, the Bid Form as accepted by the Owner as evidenced by the Owner's Order of Award, which Order is made a part of this Contract, the General Conditions, the Contract and the Insurance Certificates and Bonds shall form part of this Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate the various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Document" is used, it shall mean and include this Contract, the Invitation to Bid, the enumerated Plans, Technical Specifications and Amendments thereto, the Addenda, the Bid as accepted by the Owner, the General Conditions, the Bonds, and the Certificate of Insurance.

2. SCOPE OF WORK

   The Contractor shall furnish all supervision, technical personnel, labor, plant, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to all work contemplated by this Contract as required by and in strict accordance with applicable Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

   The following is an enumeration of the Specifications:
SPECIFICATIONS:

PROJECT MANUAL
PERMENANT PATCHING OF STREET EXCAVATIONS
In The
TOWN OF SEYMOUR

DATED: June 10, 2016

Addendum No(s).________________ Dated________________

4. COMPENSATIONS TO BE PAID THE CONTRACTOR

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contractor’s obligation hereunder the unit price per patch, as indicated on the Bid Form, a copy of which is attached hereto.

5. PROJECT ENGINEER

The Project Engineer has been designated as:

Mr. Bryan Nesteriak, P.E.
Town Engineer
One First Street
Seymour, CT 06483

(203) 881-8145

6. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall read and enforce as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

7. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor agrees and warrants 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, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section and section 46a-56.
In Witness Whereof, the First Selectman, as authorized by the Board of Selectmen of the Town of Seymour and the Contractor have executed on the day and year first written, this contract in multiple form, one which is to be delivered to the Contractor.

__________________________  ____________________________
Contractor  Town of Seymour  Owner
__________________________
Address  One First Street Seymour, CT 06483
By__________________________
Authorized Signatory
__________________________
Name Typed
__________________________
Title
__________________________
Attest
__________________________
Name Typed
(SEAL)
Owner
__________________________
Address
By__________________________
Authorized Signatory
__________________________
Name Typed
__________________________
Title
__________________________
Attest
__________________________
Name Typed
(SEAL)
CERTIFICATION AS TO PRINCIPAL'S AUTHORITY

I, ____________________________, (name), certify that I am the
_______________________________ (position) of ____________________________, (company name),
named as Contractor in the Contract, and that ____________________________, (name) who
signed said Contract on behalf of the Contractor was then ____________________________ (position)
of said ____________________________, (company name);

I know his/her signature; that his/her signature thereto is genuine and that said Contract was
duly signed, sealed and executed for and in behalf of said company by authority of its governing
body.

_______________________________ SIGNATURE

Secretary - Clerk

_______________________________ OFFICIAL

SEAL
GENERAL CONDITIONS

PERMANENT PATCHING OF STREET EXCAVATIONS

PROJECT DESCRIPTION:

In accordance with the provisions of the Street Excavation Ordinance, The Town of Seymour is seeking qualified Contractors to provide Permanent Patching of Street Excavations in the Town of Seymour.

DEFINITIONS:

For the purpose of this article, the following words shall have the meanings respectively ascribed to them.

- **Town**: The Town of Seymour, Connecticut.

- **Engineer**: The Town Engineer or his duly authorized representative.

- **Inspector**: The Town Engineer or his duly authorized representative.

DESCRIPTION OF WORK:

This work shall consist of the permanent patching of Street Excavations on local roads within the Town of Seymour. It is estimated that approximately 25 patches will be required to be installed within the Contract Term. The Town makes no warranty or guarantee as to the actual number of patches that will be installed during the contract term.

CONTRACT TERM:

The Contract term shall be for a one year period beginning on _____________, 2016 and ending on ________, 2017. The Town may consider extending the Contract for a subsequent one (1) year term.

METHOD OF AWARD:

The Town reserves the right to reject any or all proposals or parts thereof; to waive any informalities in said proposals; or to accept any proposal or part thereof if deemed to be in the best interest of the Town of Seymour.

This Contract will be awarded to the lowest responsible, qualified, bidder.

The selected Contractor will be notified in writing by the Town of the Intent to Award this Contract. Such notification shall be cause for the Contractor to secure and provide to the Town, the required Performance Bond and Certificate of Insurance.

If the selected Contractor fails to provide the required Bond and Insurance Certificate to the Town within 15 days of receipt of the above notice, the Town may terminate negotiations with the selected Contractor and begin negotiating with the second lowest bidder.
NOTICE TO PROCEED:

Upon satisfactory fulfillment of the above obligations, the Town shall notify the Contractor that they are formally authorized to perform the work. The Contractor shall not perform any work until receipt of a Notice to Proceed.

The Engineer shall, from time to time, provide the Contractor with a list of permanent patches that shall be installed. The contractor shall have 30 days to complete the work contained on said list.

The Town anticipates that two (2) work orders will be issued during the Contract Term (May, 2017 & Oct., 2017). However, the Town may increase or decrease the anticipated number of work orders that may be issued.

PERFORMANCE BOND:

The successful bidder to whom the Contract is awarded must furnish the Town with a Performance Bond in the amount of $10,000.00. Said bond shall be; issued by a surety authorized to do business in the State of Connecticut, in a form acceptable to Corporation Counsel, for the duration of the Contract Term, made in favor of the Town of Seymour, and conditioned for the full and faithful performance and observance of all conditions and terms of the Contract and the Specifications.

INSURANCE:

The selected Contractor shall furnish proof that they maintain an insurance policy, with the Town of Seymour named as an additional insured, having the following coverage and minimum limits:

- Workmens Compensation ........ As required by Law
- General Liability
  - Bodily Injury ............. $1,000,000 (single limit)
  - Property Damage … $100,000 (each accident, $500,000 aggregate)
GUARANTEE:

Unless otherwise specified or agreed, all materials and labor shall be guaranteed free from defects for a period of one (1) year.

PAYMENT:

Upon final acceptance of all patches contained in a work order, the Contractor will be compensated at the contract unit price per square yard for each patch installed, complete. Which price shall include all materials, equipment, tools, labor and work incidental there to. No partial payments will be made.

CERTIFICATION:

Each bidder shall submit a certified statement with their Bid indicating they have been in the asphalt paving business for at least 5 years. Also, bidders shall submit the address and installation date verification of 5 permanent street patches that the Company installed over one year ago.

ASSIGNMENT OF CONTRACT, SUBCONTRACTING:

The successful bidder shall perform all required work with his own forces. The successful bidder is specifically prohibited from assigning or subcontracting any work associated with the contract without the prior written approval of the Town.
SPECIFICATIONS
PERMANENT PATCHING OF STREET EXCAVATIONS

GENERAL:
This work shall consist of the furnishing of all materials, equipment, tools, labor and work associated with the permanent patching of Street Excavations on local roads within the Town of Seymour.

SUBMITTALS:
The Contractor shall submit for the Town's approval, the source(s), sieve analysis and design mix of all materials that are proposed for use in this Contract. Additionally, the Contractor shall submit actual tare slips for materials incorporated in the work.

MATERIALS:
Unless otherwise directed all work and materials incorporated into this work shall conform to the State of Connecticut Department of Transportation Standard Specifications for Roads. Bridges and Incidental Construction FORM 817, 2016 as amended.
- Bituminous concrete shall be Class 1 and shall be furnished by a State approved facility.

INSPECTION:
The Town will observe the installation of each permanent patch. No paving work shall be performed unless a representative from the Town is present. Any work performed in the absence of a Town inspector may be rejected by the Town. The Contractor shall notify the Town Engineer a minimum of 48 hours in advance of performing any work.

QUANTITY OF WORK:
The Town shall designate the size of the patch that will be installed at each location. The Contractor will be compensated at the Contract unit prices for the designated patch size only. The Contractor shall not be entitled to any extra monies for exceeding the size of the required patch.

TRAFFIC PROTECTION:
The requirements of Section 14-35 of the STREET EXCAVATION ORDINANCE are hereby made a part of this Specification. The Contractor shall be responsible for complying with all of the requirements of Section 24-29 and for furnishing any and all traffic control devices including but not limited to: Policemen, flagmen, signs, cones, barriers, lighting, etc.
EXECUTION:

The following work shall be performed for each permanent patch to be installed, unless otherwise directed by the Town Engineer.

1. Provide and install appropriate traffic control devices, flagmen and police officers as required by the work.

2. Saw cut the existing pavement to the Town designated limits (approximately 12" wider than the temporary patch on all sides) and a minimum depth of 1 1/2 inches.

3. Remove and legally dispose of all existing paving and excess base materials within the limits of the saw cut.

4. Grade and compact, with mechanical equipment, the area to be patched to a true and level plane 3 inches lower than the surrounding pavement. Furnish additional processed aggregate material as may be required to achieve the proper subgrade elevation.

5. Coat the edges of the existing pavement and all manholes, catch basins, utility valve boxes, etc. within the patch area with a tack coat immediately prior to the placing of bituminous concrete.

6. Place the bituminous concrete mixture, in two (2) equal lifts, to the lines, grades and depths required so that after compaction the patch will be flush with the surface of the surrounding existing pavement and a "NO BUMP" condition will exist.

7. Immediately after placing the bituminous concrete mixture, compact it with appropriate mechanical equipment, to achieve a density of 92% to 97% of the theoretical void free density.

8. Remove and legally dispose of all surplus and unincorporated materials and leave work area broom clean.

9. Remove traffic control devices provided in 1 above.