

**TOWN OF TRUMBULL  
REQUEST FOR QUOTATION**

**PERMANENT PAVING OF STREET OPENINGS  
FOR THE 2012 PAVING SEASON - APRIL 1 to DECEMBER 31**

**BID # 5928      DUE:      April 2, 2012 3:00 PM**

**GENERAL INSTRUCTIONS TO BIDDERS**

The Town of Trumbull, (hereinafter referred to as Town), through the office of the Purchasing Agent, will accept sealed bids for Permanent Paving of Street openings as detailed in this request. All qualified and interested parties are invited to submit bids under the terms and conditions set forth as follows:

**1      PREPARATION FOR PROPOSALS**

Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and (1) EXACT COPY. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.

Bidders may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded.

**2      BID SUBMISSION**

Bid responses are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

**BID # 5928      DUE:      April 2, 2012**  
Purchasing Agent  
Town of Trumbull  
5866 Main Street  
Trumbull CT 06611

The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.

**3      BID RESPONSE TIME**

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals will be publicly opened and read aloud. A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened. No bidder may withdraw a bid within ninety (90) days after the actual bid opening.

**4      F.O.B.**

Prices are to be quoted F.O.B. Trumbull, Connecticut.

**5      TOWN OPTIONS**

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town. The award shall be made after careful consideration of all factors including but not limited to price.

**6      PRICING**

All prices quoted must be firm for a one year period following the proposal opening; nothing elsewhere in this request shall abrogate this firm period.

**7      TAX EXEMPT**

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

**8      TIME IS OF THE ESSENCE**

The Town considers the required delivery date(s) to be of utmost importance. Consideration may be given to the bidder that offers the most favorable delivery date.

**9 SPECIFICATIONS**

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the bidder must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the bidder is bidding according to all specifications.

**10 INQUIRIES**

1. All technical inquiries regarding this request may be directed to Town of Trumbull Engineer, 203.452.5053.
2. Answers to questions the Town deems to be in the interest of all bidders will be made available in writing, email or by Fax as appropriate to all bidders.
3. The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of this request; the Town further reserves the right to request additional information from any bidder at any time after proposals are opened.

**11 ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

The contractor or subcontractor offers and agrees to assign to the public purchasing body all rights, title and interest in and to all causes of action it may have under Sec. 4 of the Clayton Act, 15 U.S.C. Section 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

**12 HOLD HARMLESS CLAUSE**

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Town or any of its representatives or employees.

**13 WORK REGULATIONS AND STANDARDS**

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

**14 INSURANCE**

The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

- Worker's Compensation
- Contractor's Public Liability and Property Damage
- Automobile Insurance

<b>General Liability</b>	<b>Each Person</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
Bodily Injury Liability	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage Liability		\$1,000,000	\$1,000,000
Personal Injury Liability		\$1,000,000	\$1,000,000
<b>Comprehensive Automobile Liability</b>			
Bodily Injury	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage		\$1,000,000	\$1,000,000

Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) day's prior notice of such change or cancellation shall be made to the Town. Such notice shall be made by registered mail, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611.

In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Town's Purchasing Department.

**15 CONFLICT OF INTEREST**

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

**16 BID SECURITY**

Each bid must be accompanied by a one thousand dollar (\$1,000.00) Bid Bond or Certified Check. Said check shall be payable to the Town of Trumbull and this Certified Check or Bid Bond shall secure the obligation of the bidder to deliver and enter into a contract with the Town at his bid price in the event his bid is accepted by the Town.

**17 LIQUIDATED DAMAGES:**

Non-compliance with the scheduled completion date of the Contract shall result in charges as follows:

1. The Contractor shall pay liquidated damages of \$50.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.
2. The contractor shall be liable for payment of any and all expenses incurred by the Town, resulting from the contractor's non-compliance, further described in Item 12 herein.

**18 TERM OF SERVICE AND OPTION TO RENEW**

1. The period of performance for this requirement is from **April 1, 2012 through December 31, 2012**. THE SUCCESSFUL BIDDER MUST HOLD HIS PRICE FIRM FOR THE FULL TERM OF THE PERIOD NOTED ABOVE. Quoted prices will be considered firm for the period
2. The Town may, at its sole discretion, renew the term of service awarded for this requirement for one (1) additional year, at the price stated in the Bid Response Form (Option Year) by giving the contractor at least thirty (30) days written notice.

**19 PAYMENT AND PERFORMANCE BOND**

The successful bidder shall furnish a Payment & Performance Bond to the Town of Trumbull in the amount of ten thousand dollars (\$10,000.00) within five days after Notice of Award. The Payment & Performance Bond shall be effective from the date of the Notice of Award and remain in full effect for a period of one year after the completion of the work.

**20 BOND FOR STREET EXCAVATION LICENSE**

The successful bidder shall furnish a Street Excavating and Performance Bond in the amount of ten thousand dollars (\$10,000.00) within five days after Notice of Award.

**21 REQUIREMENTS OF SUCCESSFUL BIDDER**

Before work commences, the successful bidder will be required to furnish and have on file with the Purchasing Agent:

- a. Payment and Performance bond in the amount of ten thousand dollars (\$10,000.00).
- b. Bond for Street Excavation License and Performance Bond in the amount of ten thousand dollars (\$10,000.00).
- c. Certificate of Insurance that includes liability, property damage, auto, etc. as required in Item 14.
- d. Certificate of Workman's Compensation Insurance.

**22 ADENDUMS**

It is the sole responsibility of a bidder to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website [www.trumbull-ct.gov](http://www.trumbull-ct.gov).

**TOWN OF TRUMBULL  
REQUEST FOR QUOTATION**

**PERMANENT PAVING OF STREET OPENINGS  
FOR THE 2012 PAVING SEASON - APRIL 1 to DECEMBER 31**

**BID # 5928      DUE:      April 2, 2012 3:00 PM**

**SPECIFICATIONS, REQUIREMENTS, TERMS & CONDITIONS**

**ITEM I - BITUMINOUS CONCRETE PERMANENT PAVING - STREET OPENINGS**

**DESCRIPTION:**

The Contractor shall repair pavements which have been damaged or removed during construction within the Street Right-of-Way, in accordance with the specifications and as determined by the Engineer and as specified in the following Items I through VI.

**MATERIALS:**

The materials for the Bituminous concrete mixture, the sources of supply, formula for the mix, mix tolerances, approval of mix formula and the control of the mixture shall conform to the requirements of Article M.04.01 of the State of Connecticut, Department of Transportation, Standard Specifications, Form 816, 2004 with supplements.

**MAINTENANCE AND PROTECTION OF TRAFFIC:**

All permanent street opening repairs will be performed in a manner that does not disturb traffic and/or allow new pavement to be damaged.

Use of policemen for traffic control duty shall be in accordance with the "Town of Trumbull Code, Streets and Sidewalks, Chapter 12. The cost of all traffic control, including but not limited to use of policemen, private traffic control, personnel, and installation and removal of signage, shall be at the expense of the Contractor.

In the event trench surfaces have been cut out and removed without immediate repair due to unforeseen circumstances, proper warning devices and site protection shall be provided for the public safety.

All signs, barricades, flashing lights, traffic personnel, detours, etc. and all else necessary and incidental shall conform to the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS as approved and amended.

**CONSTRUCTION DETAILS:**

Bituminous concrete pavement:

The pavement replacement procedure shall be as follows:

The edges of the excavation shall be line cut vertically eighteen (18") inches beyond the undisturbed earth. The Contractor shall prepare the excavated area to receive a sufficient depth of bituminous concrete to allow replacement in kind of the existing pavement to the original depth and type of pavement material, or as ordered by the Engineer.

The minimum allowable replacement thickness shall be as shown on the detail sheets.

The maximum thickness to be placed per course shall be as follows:

- Class 2 - 2"      maximum thickness
- Class 1 - 2 ½"    maximum thickness
- Class 4 - 4"      maximum thickness

All surfaces, both horizontal and vertical, which will be in contact with the new asphalt mix, must be thoroughly cleaned of all dirt and debris. Vertical faces of existing pavements, curbs, gutters, drainage gratings, manholes, and other contact surfaces shall be painted with a uniform coating of asphalt emulsion tack coat to provide closely bonded watertight joints. This work will be done in such a manner as to not stain exposed curb, gutter or road surfaces. Exposed joint to be top coated neat, 1 ½ " to 2" wide using an elastomer crack/joint sealer..

**Temperature Requirements:**

At the time of placement, the temperature of the mix shall be within 25 degrees plus/minus of 300 degrees Fahrenheit. The mixture shall not be placed when weather conditions of fog or rain prevail. The Engineer may permit work to continue when overtaken by sudden storms up to the amount which may be in transit from the plant at the time provided the mixture is within the temperature limits.

**Compaction:**

After spreading and when sufficient set has developed to permit proper compaction, each course shall be compacted to a density of at least 95 percent of the target value. Such target value shall be obtained from independent laboratory martial molds supplied by the Contractor at no cost to the Town. Each course shall be compacted using an approved roller or broad faced power operated temper. The minimum allowable size roller shall be 10 tons. The Contractor shall furnish evidence regarding the effectiveness of the compaction equipment. Final rolling shall be done by the steel wheel or other method approved by the Engineer.

**Surface Test of Pavement:**

For the purpose of testing the finished surface, a standard ten (10) foot straight-edge shall be provided by the Contractor who shall designate an employee to use the straightedge in checking all surfaces.

The finished pavement shall be such that it will not vary more than ¼ inch from a ten (10) foot straight-edge applied to any portion of the repaired area when compared to the existing pavement. Any irregularity of the surface exceeding the above limits, or depressions which may develop after the initial rolling shall be remedied by the Contractor. Those portions of the completed pavement which are defective in surface, compression or composition, or that do not comply with the requirements of the Specifications shall be removed and replaced. Replacement shall be made with suitable mixture, properly laid in accordance with these Specifications at the expense of the Contractor.

**Protection of Work:**

The Contractor shall protect sections of the newly finished bituminous work from traffic to prevent damage to the finished patch. Pavement protection shall be removed as soon as the pavement repair can support traffic without damage to the patch.

**Measurement:**

The work will be measured for payment by the number of square yards rounded to the nearest ¼ yard for the Item "Bituminous Concrete Permanent Paving – Street Openings". There will be no direct measurement for payment for trench preparation, final pavement, and coating of asphalt emulsion tack coat, maintenance and protection of traffic, or laboratory testing and samples. This work and material will be included in the unit price of "Bituminous Concrete Permanent Paving Street Openings".

**Payment:**

The furnishing and placing of bituminous concrete will be paid for at the contract unit price per square yard for "Bituminous Concrete Permanent Paving – Street Openings" of the class specified in the Bid Schedule.

The unit price shall include trench preparation and the furnishing and placing of asphalt emulsion tack coat.

Payment for the above Items will be for the Items completed and accepted in place. The price shall include pavement removal as specified elsewhere, any cutting or trimming, any excavation, all materials, equipment, labor and work incidental thereto.

<b>Pay Item</b>	<b>Pay Unit</b>
Bituminous Concrete	Square Yard

**ITEM II - PROCESSED AGGREGATE BASE**

**DESCRIPTION:**

The base shall consist of a two-course foundation constructed on the prepared sub base in accordance with the Specifications and in conformity with the lines, grades, compacted thickness and typical cross-section as shown on the plans.

**MATERIALS:**

All materials for this work shall conform to the requirements of Articles M.05.01-1, M.05.01-2, and M.05.01-3 of State of Connecticut, Department of Transportation, Standard Specifications, Form 816 – 2004 with supplements.

**CONSTRUCTION DETAILS:**

Coarse aggregate shall be either gravel or reclaimed miscellaneous aggregate at the option of the Contractor. However, only one type of coarse aggregate shall be used on a project unless otherwise permitted by the Engineer.

Prior to placing the bottom course of the processed aggregate base, the prepared sub base shall be maintained true to line and grade, at all times, for minimum distance of 200 feet in advance of the work. In addition, any of the aggregate courses shall not be placed more than 500 feet ahead of the compaction and binding operation on that particular course.

The bottom course shall be spread uniformly upon the prepared sub base. Only approved spreaders or stone boxes shall be used. Power graders shall not be used unless otherwise permitted by the Engineer. The thickness of each course shall not be more than six inches (6") after compaction, unless otherwise ordered.

After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment specifically manufactured for that purpose. Rollers shall deliver a ground pressure of not less than 300 pounds per lineal inch of contact width and shall weigh not less than ten (10) tons. Vibratory units shall have a static weight of not less than four (4) tons. Water may be used during the compaction and binding operation.

Water shall be applied from an approved watering device. The direction and intensity of the stream shall be as ordered by the Engineer. The compacting and binding operation shall begin at the outside edges, overlapping shoulders for a distance of not less than six inches (6") and progress towards the middle, parallel with the centerline of the pavement. The work shall cover the entire surface of the course with uniform overlapping of each preceding track or pass. Areas of super-elevation and special cross slope shall be compacted by beginning at the lowest edge and proceeding towards the higher edge, unless otherwise directed by the Engineer. The compacting and binding operation shall be continued until the voids in the aggregates have been reduced to provide a firm and uniform surface satisfactory to the Engineer. The amount of compactive effort shall be as directed by the Engineer, but in no case shall be less than four (4) complete passes of the compacting equipment being used. Any surface lines shall be distributed uniformly by use of brooms during the compacting and binding operations. All aggregate shall be completely compacted and bound at the end of each days work or when traffic is to be permitted to operate on the road.

Should the sub base material become churned up or mixed with the bottom course material at any time, the Contractor shall, without additional compensation, remove the mixture. The Contractor shall add new sub base material, if required, and reshape and re-compact the sub base in accordance with the requirements of the sub base article in these specifications. New aggregate bottom course material shall be added, compacted and bound as hereinbefore specified, to match the surrounding surface.

When the bottom course has been completed, as specified above, the top course aggregate shall be spread over it to such thickness that, after final compaction and binding, the total thickness of the two courses will equal that thickness specified for the completed base. The top course shall be spread, compacted and bound exactly as specified above for the bottom course.

The final surface of the sub base course shall be fine graded so that, after final compaction and just prior to placement of base or pavement courses, the surface elevation shall not vary more than on-quarter inch above or below the design line and grade at any location. The surface shall be completed to the above tolerance and approved by the Engineer prior to any work at a given location to place an overlying course. If after approval, the course becomes displace or disturbed in any way for any reason, the Contractor shall repair and regrade the damage to the satisfaction of the Engineer prior to placing the overlying course. All repaired sections shall be re-compacted until they meet the requirements as stated herein.

**MEASUREMENT:**

This material shall be measured for payment by the number of cubic yards of processed aggregate base furnished and complete in place, and the work accepted.

**PAYMENT:**

This work will be paid for at the contract unit price per cubic yard for "Processed Aggregate Base", completed and accepted in place. The price shall include all materials, tools, equipment, labor and work incidental thereto.

<b>Pay Item</b>	<b>Pay Unit</b>
Processed Aggregate Base	Cubic Yard

**ITEM III - BITUMINOUS CONCRETE LIP CURBING**

**DESCRIPTION:**

Bituminous concrete lip curbing shall consist of machine laid bituminous concrete, constructed on the pavement to the dimensions and details shown on the plans, or as ordered, and in conformity with the Specifications. Also see Page TS-17.

**MATERIALS:**

Materials, including tack coat, for this work shall conform to the requirement of Section M.04, Bituminous Class 3 of State of Connecticut, Department of Transportation, Standard Specification, FORM 813, 1985.

**CONSTRUCTION DETAILS:**

The methods employed in performing the work and all equipment, tools, machinery and plant used in handling material and executing any part of the work shall be subject to the approval of the Engineer. Before the work is started, and whenever found unsatisfactory, it shall be changed and improved as required by the Engineer. All equipment, tools, machinery and plant used must be maintained in a satisfactory working condition. The curbing shall be constructed in accordance with the following requirements:

Prior to the arrival of the mixture at the site, the surface of the pavement where the curbing is to be constructed shall be cleaned of all loose and foreign material. The surface, which shall be completely dry and clean at the time the mix is placed, shall be coated with an approved tack coat just prior to placing the mixture.

On arrival at the site, the mixture shall be transferred from the truck to the hopper of the curbing machine; and the mixture shall be kept clean and free from dirt or foreign materials at all times.

The surface of the curbing shall be tested with a ten foot (10') straight-edge, provided by the Contractor, and any variation from a true line exceeding ¼ inch shall be satisfactorily corrected. The only compaction required shall be that obtained by the approved mechanical curbing machine.

Where machine work is impractical, the Engineer may permit hand-laid curbing to be constructed.

If the design of the curbing machine is such that the outside wheels operate outside of the curb, the Contractor will be required to obtain a smooth surface by grading and consolidating the area on which the outside wheel of the machine rides, and this work shall be done at his expense.

After the completion of curbing, traffic shall be kept at a safe distance for a period of not less than 24 hours and until the curbing has set sufficiently to prevent damage to the work.

The contractor shall protect the curb from damage by traffic or other events and shall be responsible to repair or replace, at its own expense, any work which becomes damaged due to lack of such protection for this 24 hour period.

**MEASUREMENT:**

This work will be measured for payment along the top of the curb and will be the actual number of linear feet of bituminous concrete lip curbing completed and accepted.

**PAYMENT:**

This work will be paid for at the contract unit price per linear foot for "Bituminous Concrete Lip Curbing", completed and accepted in place. The price shall include all materials, equipment, tools and labor incidental thereto.

<b>Pay Item</b>	<b>Pay Unit</b>
Bituminous Concrete Lip Curbing	Linear Foot

**ITEM IV - COMPACTED BASE COURSE (Bank Run Gravel and/or reclaimed miscellaneous aggregate)**

**DESCRIPTION:**

Work under this item shall consist of furnishing and placing compacted bank run gravel and/or reclaimed miscellaneous aggregate as foundation for structures, replacing unstable material in slopes, as foundations for sidewalks and culverts in shoulders and elsewhere as indicated on the plans, required by the Specifications or ordered by the Engineer. It shall consist of gravel conforming to the requirements of these Specifications.

**MATERIALS:**

Gravel fill shall conform to the requirements of Article M.02.01, of State of Connecticut, Department of Transportation, Standard Specification, Form 816-2004 with supplements.

**CONSTRUCTION DETAILS:**

When gravel fill is used as a foundation for structures or to replace unsuitable material in trenches, it shall be deposited in layers not over 6 inches in depth, with each layer thoroughly compacted as specified before addition of other layers.

**MEASUREMENT:**

Gravel fill will be measured in place after compaction within the payment lines shown or specified by the Engineer.

**PAYMENT:**

This work will be paid for at the contract unit price per cubic yard rounded to the nearest ¼ yard, for "Compacted Base Course", completed and accepted in place. The price shall include all materials, tools, equipment, labor and work incidental thereto.

Pay Item	Pay Unit
Compacted Base Course	Cubic Yard

**ITEM V - SHOULDER RESTORATION (TOPSOIL, SEED & MULCH)**

**DESCRIPTION:**

Work under this item shall consist of furnishing labor and material necessary to place topsoil, grass seed mixture and hay mulch in areas shown on the plans or where directed by the Engineer. The topsoil shall be placed to the depth stated below.

**MATERIALS:**

The materials for this work shall conform to the requirements of Section M.13, of State of Connecticut, Department of Transportation, Standard Specifications, Form 814, 1988.

Construction Details: Topsoil shall be placed to a depth not less than four inches (4") after settlement of the material has taken place. Topsoil shall be graded to the lines and grades shown on the plans or as directed by the Engineer.

The grass seed mixture conforming to Article M-13.04 shall be applied by any ergonomically acceptable procedure. The rate of application shall be no less than one (1) pound of the seed mixture per 435 square feet.

Hay mulch shall be placed on top of the graded loam and seed to reduce erosion and to enhance the moisture of the soil for new growth. The mulch shall be fluffed over the landscaped area at the rate of approximately one (1) bale per 100 square feet. The mulch shall be from acceptable grass or legume mowing, free from weeds, reeds, twigs, debris or other objectionable material. It shall be free from rot or mold and shall have a moisture content of not more than 15 percent (15%) when delivered to the project.

**MEASUREMENT:**

This work will be measured for payment by the number of square yards of area on which the placing of topsoil, grass seed mixture and hay mulch has been completed and the work accepted.

**PAYMENT:**

This work will be paid for at the contract price per square yard rounded to the nearest ¼ yard, for "Shoulder Restoration" completed and accepted in place. The price shall include all materials, tools, equipment, labor and work incidental thereto.

Pay Item	Pay Unit
Furnishing and Placing Topsoil, Grass Seed Mixture and Hay Mulch	Square Yard

**ITEM VI - BITUMINOUS CONCRETE, TEMPORARY PAVING - STREET OPENINGS**

**DESCRIPTION:**

The work under this item shall consist of the temporary patching of roadway surfaces or sidewalks which have become potholed, rutted, broken, damaged or otherwise unserviceable, and all locations as the Engineer may direct.

**MATERIALS:**

The materials furnished and used in this work shall conform to the requirements of Section 4.06 and Article M.04 of the State of Connecticut, Department of Transportation, Standard Specifications, Form 816, 2004 with supplements, for the Class as specified by the Engineer and shall be one of the following: Class 1, 2, or 5.

**MAINTENANCE AND PROTECTION OF TRAFFIC:**

All temporary street opening repairs will be done in a manner that does not disturb traffic or damage existing pavement.

Use of policemen for traffic control duty shall be in accordance with the "Town of Trumbull Code, Streets and Sidewalks, Chapter 12". The cost of all traffic control, including but not limited to use of policemen, shall be at the expense of the Contractor.

All signs, barricades, flashing lights, traffic personnel, detours, etc., and all else necessary and incidental shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as approved and amended.

**CONSTRUCTION DETAILS:**

Patching shall be done only at the locations and at such time as is deemed necessary by the Engineer. Prior to placing the patching material, the areas to be patched shall be cleaned of broken or loose asphalt, dirt, and other debris and shall be reasonably dry. Compaction of the patching material shall be attained by methods approved by the Engineer.

**MEASUREMENT:**

The work will be measured for payment by the number of square yards for the Item "Bituminous Concrete, Temporary Paving – Street Openings". There will be no direct measurement for payment for preparing area to be patched, final pavement, coating of asphalt emulsion tack coat or maintenance and protection of traffic. This work and material will be included in the unit price of "Bituminous Concrete Temporary Paving – Street Openings".

**PAYMENT:**

The furnishing and placing of bituminous concrete will be paid for at the contract unit price per square yard (3" in compacted thickness, prorated for depths unequal to 3") for "Bituminous concrete, Temporary Paving – Street Openings" of the class specified in the Bid Schedule.

Payment for the above items will be for the items completed and accepted in place. The price shall include pavement removal as specified elsewhere, any cutting or trimming, sweeping and cleaning of pavement, any excavation, all materials, and equipment, labor and work as previously noted incidental thereto.

<b>Pay Item</b>	<b>Pay Unit</b>
Bituminous Concrete	Square Yard

**GENERAL NOTES:**

1. The intent and meaning of "Engineer" shall be interpreted as the Engineer representing the Town Engineer, and having direct supervision of the execution of the Contract.
2. The Contractor shall notify the Town Engineering Department when each item of work is scheduled, with a minimum of 48 hours advance notice. No work is to be performed unless a road inspector is present.
3. No work may be started until a BOND FOR STREET EXCAVATING LICENSE and a PERFORMANCE BOND in the amount of ten thousand dollars, (\$10,000.00), are on file with the Purchasing Agent of the Town of Trumbull.
6. All work and requirements must comply with the Town of Trumbull Ordinance Relating to Street Openings. Police protection will be required as stated in the Ordinance.

**TECHNICAL NOTES:**

1. The unit price bid for Bituminous Concrete Lip Curb shall include blending shoulder loam and seeding shoulder area behind the curb.
2. The Contractor shall be required to furnish the Engineer with independent laboratory test results and samples on the following material:

**BITUMINOUS CONCRETE**

Marshall Mold - ASTM D155-99

**PROCESSED AGGREGATE BASE**

Modified Proctor Test - ASSHTO T180/ASTM D155-64T

**BANK RUN GRAVEL**

Modified Proctor Test - AASHTO T180/ASTM D155-64T

These tests should be made on representative material to be used as stated in the bid for the purpose of obtaining a target value for compaction tests on all material used. The Contractor must resubmit the test results and samples if the material or supplier changes.

## TRUMBULL CODE

### ARTICLE V. STREET EXCAVATIONS\*

Sec. 17-111. Prerequisites generally; town's agents.

No person shall make any opening or excavation in any street, highway, public alley or sidewalk excepting a state highway for any purpose whatsoever except under the control and direction of the first selectman or his authorized agent, hereinafter referred to as the town's agent, and after receipt of a permit issued by him in conformity with the provisions of this article.

(Res. No. TC14-174, 9-13-93)

Sec. 17-112. General requirements.

Whenever any opening or excavation shall be made in any street, highway, public alley or sidewalk, the person or public utility company making such opening or excavation shall remove the pavement in any street with the least possible damage or loss of shape and shall place all excavated material from the trenches, openings and excavations made by him where it will cause the least possible inconvenience to the public. At no time shall such opening or excavation or the work done in connection therewith completely obstruct vehicular traffic along such street except when a properly posted suitable detour is provided. All such excavations or openings shall be filled with such material as shall be deemed acceptable by the town's agent immediately after the work has been completed. All fill shall be thoroughly tamped so that the earth placed therein shall not settle and shall restore the immediate area thereof to the condition which it existed before such opening or excavation was

*\*Editor's note-Res. No. TC14-174, approved Sept. 9, 1993, adopted provisions pertaining to street §§ 17-111-17-119, at the discretion of the editor.* made, all in the manner directed by the town's agent and to his approval and satisfaction and, from time to time for a period of (6) months thereafter, shall make such repairs as may be necessary to maintain such area in a safe condition and at a level of the surrounding areas. If the opening or excavation is made in a surfaced highway, the person or public utility company making such opening or excavation shall, after filling in such opening or excavation as hereinbefore provided to a point within two (2) inches of the surface of such highway, fill in the remaining portion thereof with such temporary paving materials and in such manner as shall be approved by the town's agent and shall result in a temporary paved surface for such opening or excavation and shall, from time to time thereafter, make such repairs as may be necessary to maintain the area so opened or excavated in a safe condition and at the level of the surrounding areas for a period of six (6) months or until the opening or excavation is permanently resurfaced or the cost, of which resurfacing or repaving shall be promptly paid to the town by the licensee who make such opening or excavation or by the public utility company making such opening or excavation, provided the town's agent may permit or require a public utility company to accomplish its own permanent resurfacing or repaving by a qualified paving contractor acceptable to the town's agent. If any such opening or excavation shall not be so refilled, repaired and maintained safely and in repair, it shall be the duty of the highway department to do or contract for such refilling and to make such repairs and to charge the expense thereof against the licensee making such openings or excavation, which expense shall be collected by the town from the licensee's surety or the licensee, jointly and/or severally, by any proper action. No tunneling shall be done in any roadway of any street, highway or public way except by consent of and under the direction of the town's agent. So far as possible all gutters or drains shall be kept clear and free of materials so as not to prevent or retard the flow of water therein, and all work shall be performed in a thorough and workmanlike manner. Any person making such opening or excavation shall erect and maintain a strong and adequate railing, fence or barrier around any such opening or excavation and shall keep at and over such opening or excavation a sufficient number of bright red or yellow lights to mark the same and to warn pedestrians and vehicles of its existence, which warning lights shall be kept burning from sunset to sunrise until such work is completed.

(Res. No. TC14-174, 9-9-93)

Sec. 17-113. License-Required; issuance to competent, etc. applicants.

No person or any company engaged in the business of supplying or distributing either water, gas or electricity or any telephone or telegraph company shall make any opening or excavation in any street, highway, public alley or sidewalk, excepting a state highway, for any purpose whatsoever unless licensed therefore by the town's agent. The town's agent may license such person or public utility company found by him to be suitable, competent and responsible in and for the performance of such work and who shall comply with the saw and with the conditions governing such license and the terms of this article.

(Res. No. TC14-174, 9-9-93)

Sec. 17-114. Same-Bond or indemnification agreement required; certificate of insurance.

Every applicant for such license shall file with the town's agent, a good and sufficient bond, acceptable to the town's agent in the sum of ten thousand dollars (\$10,000.00), conditioned substantially as follows except that no company engaged in the business of supplying or distributing either water, gas, or electricity or any telephone or telegraph company need furnish such bond, provided they enter into an agreement with the town conditioned substantially as follows: That the applicant shall indemnify and save harmless the town's agent and the town and its officers, servants, agents and employees from all claims, suits, liability and actions for or on account of any injuries or damages received or sustained by any person or corporation in consequence of or resulting from any act done or work performed by the applicant, his servants or agents in connection with any opening or excavation on any such street, highway, public alley or sidewalk or from any negligence or omission in guarding such work or maintaining such work and its immediate area in a safe condition or of or from, any act or omission of the applicant, his servants or agents; that such applicant shall restore and replace that portion of any street, highway, public alley or sidewalk in which such applicant, his servants or agents shall make any excavation or opening to as good condition as that in which the same was before such work was performed, but to the satisfaction and approval of the town's agent; that such applicant shall reimburse and indemnify the town for all cost and expense the town may incur in refilling or repaving or resurfacing such openings and excavations made by such applicant and in restoring the area in which they are made to their original conditions where such applicant fails or neglects to do so.

All applicants except such public utility companies as are self-insurers shall also furnish to the First Selectman, Certificates of Insurance naming the town as an assured when so required by the First Selectman, indicating that the applicant has in force during the time work shall be performed under such permit and for ninety (90) days thereafter liability and property damage insurance in the following amounts:

Liability - \$1,000,000.00 single limit and the Town of Trumbull shall be named as an additional insured at time such permit is granted.

Property damage - \$10,000.00.  
(Res. No. TC14-174, 9-9-93)

Sec. 17-115. Same-Revocation; transferability; expiration; fees.

The town's agent may revoke the license granted to any such person who shall violate or fail to conform to any of the terms of such bond, the terms of any permit issued to him or it, any section of the ordinances of the town or of the statutes of the state relating or applicable to such work or who shall be indebted to the town for any expense that the town may have incurred or may incur in refilling such openings and excavations and in restoring, resurfacing or repaving their immediate area by reason of the failure of the applicant to do so. The town's agent may also revoke any such license for incompetency or negligence in the performance of such work, or for any failure, refusal or neglect on the part of the applicant strictly to comply with any of the rules, regulations or specifications established by the town relating to the performance of such work.

All such licenses shall expire on the first day of March next following their issuance unless sooner revoked and shall not be transferable.

The annual fee for such license shall be twenty-five dollars (\$25.00) except that the annual fee for such license shall be ten dollars (\$10.00) to any applicant who is a licensed tile layer in the town.

(Res. No. TC14-174, 9-13-93)

Sec. 17-116. Permit – Generally.

No licensee, person, firm or corporation shall make any opening or excavation in any street, highway, public alley or sidewalk for any purpose whatsoever of shall undertake any construction work, installation, repairs, excavation, or other related activity in, on, or adjacent to any public highway that might affect the normal flow of traffic within the town, nor operate any road construction vehicle, machinery, or equipment in, on, or adjacent to any such public highway in connection with work performed on private property without at first obtaining a permit therefore from the Director of Public Works at least seventy-two (72) hours before such activity is to commence.

As a prerequisite and condition to obtaining such permit, an applicant must provide to the Director of Public Works, a written traffic safety plan from the Chief of Police personnel, if any, or devices needed by applicant for the job for the safety of the residents and motorists, i.e., safety equipment, the time periods for the use of said regular police personnel, devices and/or other precautions required to protect the safety of persons and vehicles using the roadway, and the applicant must sign said statement indicating the applicant's assent to and agreement to comply with and pay for all items and provisions contained therein.

The method of assigning police personnel, as described, and the payment of such service shall conform to the police policies established by the police commission. The Chief of Police shall provide a monthly report to the Police Commission detailing the prior month's written safety traffic plans including the number of police officers employed and the sites of their employ.

If police personnel are not available in the numbers required on any given shift as provided in said statement from the Chief of Police, the contractor shall provide sufficient ASTA certified flaggers to fill any such shortage on that shift. A copy of the certification shall be provided to the Director of Public Works prior to their employ.

Police officers and/or safety equipment shall be required on all such work on all roads designated as principal arterials, minor arterials or collector streets in the town as designated on road classification map of current master plan or as the same may be amended from time to time, unless such work is determined by the Chief of Police to be of such nature as not to be required to protect the safety of persons and/or vehicles using said roadways.

Police officers and/or safety equipment shall not be required on all streets designated as residential in the town on road classification map of current master plan or as the same may be amended from time to time, unless the Chief of Police determines that the work to be done is of such nature as to constitute a hazard to the persons and vehicles using said roadways, and in such event they shall be provided in accordance with the Chief's written statement of requirements.

Each such applicant, person, firm or corporation shall comply with and conform to the provisions of said requirements of the Chief of Police.

Application for such permit shall be made to the Director of Public Works on the forms provided therefore and shall include the following information as may reasonably be required by him: The place and exact location –where the proposed opening and excavation is to be made, the purpose of the opening or excavation, the accurately estimated area of the excavation, the date and time when work thereon will commence, provided public utility companies need not give such information when confronted with an emergency situation, and the period within which such work will be completed and a signed agreement by the licensee to agree to all provisions of this article.

All such permits, when issued, shall be on the job during the continuation of the work and must be displayed to all authorized persons when required. All permits shall expire thirty (30) days after their issuance unless sooner revoked or unless extended for a specific period by the Director of Public Works in writing. Any such permit may be revoked by the Director of Public Works upon any ground or for any reason for which a license may be revoked. The fee for such a permit shall be fifty dollars (\$50.00).

(Res. No. TC14-174, 9-9-93; Res. No. TC18-83, 9-13-00)

TOWN OF TRUMBULL  
BOND FOR STREET EXCAVATING LICENSE  
(SAMPLE BOND)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ as principal, and \_\_\_\_\_ as surety are held firmly bound jointly and severally unto the Town of Trumbull, Connecticut, and the State of Connecticut in the sum of Ten Thousand (\$10,000.00) dollars to be paid to the Town of Trumbull and/or the State of Connecticut, for which payment well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS THE Principal has made application to the First Selectman of the Town of Trumbull for a license to make openings and excavations in the public streets, highway, sidewalks and alleys within the Town of Trumbull under permits therefore which may be issued from time to time by said First Selectman, and whereas said First Selectman is prepared to issue such license to the Principal pursuant to the ordinance by the Town of Trumbull on September 23, 1963 and

WHEREAS said ordinance provides that qualified excavators and utility companies may, in lieu of cash deposit for each permit applied for, file with the First Selectman of the Town of Trumbull, an annual bond in the amount of Ten Thousand (\$10,000.00) Dollars;

Now therefore, if the said \_\_\_\_\_ shall well and truly keep and perform all the terms and conditions of the aforesaid ordinance as the same may be amended from time to time, any conditions set forth in the application filed pursuant thereto, and any conditions attaching to any permit issued pursuant to said ordinance and any applicable rules or regulations of the State Highway Department and shall forever indemnify and save harmless the Town of Trumbull and the State of Connecticut and all their respective agents for or on account of any damages to property or to any person or persons, or any damage to any utilities furnished in the Town of Trumbull in consequence of or resulting from any work performed by said principal...servants or agents, or of, or from any negligence in guarding said work, or of, or from any act or omission of said principal...servants or agents until the expiration of the maintenance period; shall faithfully perform said work in all respects and shall also replace and restore that portion of any street in which said applicant, his servants or agents shall make any excavation, to as good condition as that in which the same was before said work was performed, and shall also keep and maintain such street in like good condition to the satisfaction of the Town's Agent for the period of not less than one year after completing said work, and, should the Town's Agent or other official, within said period, and after notice to said principal repair said portion of such street, the principal shall pay the cost thereof within thirty (30) days, and shall comply in all respects with the rules and regulations established by the Town's Agent relative to such work, and the terms of the permits that may be issued to him, and shall also pay all fines or penalties imposed upon him for violation of any such rule or regulations, then this bond shall be void but otherwise shall remain in full force and effect.

Dated at \_\_\_\_\_ Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_.

Signed and Sealed in the presence of:

**TOWN OF TRUMBULL  
REQUEST FOR QUOTATION**

**PERMANENT PAVING OF STREET OPENINGS  
FOR THE 2012 PAVING SEASON - APRIL 1 to DECEMBER 31**

**BID # 5928      DUE:      April 2, 2012 3:00 PM**

**ROAD CLASSIFICATIONS**

**EXPRESSWAY:**

Route 25  
Route 15 (Merritt Parkway)  
Route 8

**PRINCIPAL ARTERIAL:**

Route 111 (Main Street)	Route 127 (White Plains Road)
Route 111 (Monroe Tpke.)	Route 108 (Huntington Tpke.)
Route 25 (Main St. north of Monroe Tpke.)	Route 108 (Nichols Avenue)
Route 127 (Church Hill Road)	Route 711 (Huntington Tpke.)

**MINOR ARTERIAL:**

Madison Avenue	Whitney Avenue
Buck Hill Road	Daniels Farm Road
Chestnut Hill Road	Reservoir Avenue
Old Town Road	Booth Hill Road
Edison Road	

**COLLECTOR:**

Tashua Road	Moose Hill Road
Stonehouse Road	Hurd Road
Lake Avenue	Strobel Road
Park Lane	MacDonald Road
Blackhouse Road	Mischa Hill Road
Plattsville Road	Unity Road
Teller Road	Shelton Road
Porters Hill	

**TOWN OF TRUMBULL  
 REQUEST FOR QUOTATION**

**PERMANENT PAVING OF STREET OPENINGS  
 FOR THE 2012 PAVING SEASON - APRIL 1 to DECEMBER 31**

**BID # 5928 DUE: April 2, 2012 3:00 PM**

**BID PROPOSAL FORM**

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request.

ITEM	Estimated Quantities	Description	Unit Price – Delivered	Unit Price – Delivered Option Year
I	600 Sq Yds	Bituminous Concrete Permanent Paving-Street Openings	\$ _____	\$ _____
II	20 Cubic Yards	Processed Aggregate Base	\$ _____	\$ _____
III	125 Linear Ft.	Bituminous Concrete Lip Curbing (Includes loam, grade seed and mulch –10 sq. ft/LF of curb)	\$ _____	\$ _____
IV	20 Cubic Yds (in place)	Compacted Base Course - Bank Run Gravel	\$ _____	\$ _____
V	25 Sq Yds	Shoulder Restoration (No curb replacement)	\$ _____	\$ _____
VI	100 Sq Yds	Temporary Paving as Required	\$ _____	\$ _____
		<b>TOTAL/GROSS SUM</b>	\$ _____	\$ _____

All prices bid shall include all materials, tools, equipment, labor and work necessary for or incidental to the completion of the item.  
**NOTE: The Town requires min. 18" cutback and top joint sealer on all permanent pavings.**

Bid Security in the form of in the amount of One Thousand Dollars (\$1000.00) is enclosed.

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 By (Signature)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Telephone/Fax

\_\_\_\_\_  
 Email