

## INVITATION TO BID

### TOWN OF NEWINGTON

#### MILL STREET EXTENSION AND SENIOR CENTER PARKING LOT BID NO. 1, 2011-12

The Town of Newington is accepting bids for the construction and paving of Mill Street Extension and the Senior and Disabled Center parking lot. Sealed bids will be received at the Office of the Town Manager, Town of Newington, 131 Cedar Street, Newington, CT 06111, until 2:30 p.m. on Wednesday, August 24, 2011, at which time they will be publicly opened and read aloud.

A non-mandatory pre-bid conference will be held on Thursday, August 11, 2011 at 3:00 p.m. starting at the east entrance of the Senior and Disabled Center, 120 Cedar Street, Newington, CT 06111.

The plans and contract documents may be examined at the Town Manager's office Mondays through Fridays from 8:30 a.m. to 4:30 p.m. Copies of the drawings and specifications can be purchased at Joseph Merritt Company, 650 Franklin Avenue, Hartford, CT 06114, Telephone: 860-296-2500. All bid documents must be obtained/purchased at this location.

A Certified Check or bid bond for the sum of five percent (5%) of the total amount of the bid, payable to the Town of Newington, must accompany the bid as a guarantee that the Contract will be entered into, if awarded. The selected bidder will be required to provide a Performance Bond and a Labor & Material bond for the full amount (100%) one hundred percent of the contract sum. All Bonds shall be issued by a surety company either licensed or approved by the State of Connecticut Insurance Commission. All sureties must be listed on the most recent IRS Circular 570.

Attention of bidders is directed to certain requirements of this contract which require payment of Davis-Bacon wages, and compliance with certain local, state and federal requirements. This is a Federally funded project.

After the opening of bids, all bids will be considered valid for a period of ninety (90) calendar days. All bids must be submitted in accordance with the Town's specifications and on forms supplied by the Town through the printer, Joseph Merritt & Company.

Bids, to receive consideration, must be in the hands of the authorized representative, no later than the day and hour mentioned above.

The Town of Newington reserves the right to waive any informalities in bids, to reject any or all bids in whole or in part, or to accept any proposal that, in its judgment, will be in the best interest of the Town.

The Town of Newington is an Affirmative Action /Equal Opportunity Employer. Minority/Women's/Small Business and Section 3 Designated Enterprises will be afforded full opportunity to submit bids and are encourage to do so.

John L. Salomone  
Town Manager

Bid No. 1, 2011-12

## Invitation to Bid

The Town of Newington is accepting bids for the construction and paving of Mill Street Extension and the Senior and Disabled Center parking lot. Sealed bids will be received at the Office of the Town Manager, Town of Newington, 131 Cedar Street, Newington, CT 06111 until 2:30 pm on August XX, 2011, at which time they will be publicly opened and read aloud. A non-mandatory pre-bid conference will be held on August XX, 2011 at 3:00 pm, starting at the east entrance of the Senior and Disabled Center, 120 Cedar Street, Newington, CT 06111. The plans and contract documents may be examined at the Town Manager's Office Mondays through Fridays, 8:30 am to 4:30 pm. Copies of the drawings and specifications may be obtained at Joseph Merritt and Company, 650 Franklin Avenue, Hartford, CT 06114, telephone 860-296-2500. All bid documents must be obtained at this location.

A certified check or bid bond for the sum of five per cent (5%) of the total amount of the bid, payable to the Town of Newington, must accompany the bid as a guarantee that the Contract will be entered into, if awarded. The selected bidder will be required to provide a performance bond and a labor & material payment bond for the full amount of the contract sum.

After the opening of bids, all bids will be considered valid for a period of ninety calendar days. All bids must be submitted in accordance with the Town's specifications and on forms supplied by the Town through the printer, Joseph Merritt & Company. The Town of Newington reserves the right to waive any informalities in bids, to reject any or all bids in whole or in part, or to accept any proposal that, in its judgment, will be in the best interest of the Town. The Town of Newington is an Affirmative Action/Equal Opportunity Employer. Minority/Women's/Small Business Enterprises will be afforded full opportunity to submit bids and are encouraged to do so.

John L. Salomone  
Town Manager

Bid No. 1, 2011-12

## INSTRUCTIONS FOR BIDDERS

Please change the title in the Table of Contents from "Information for Bidders" to "Instructions for Bidders" to match the title on page one.

1. Please change the title from "Receipt and Opening of Bids" to "Bid Procedures" and make this change in the Table of Contents also. Delete the wording for No. 1 in its entirety and replace with:

All bids shall be submitted on forms provided by the Town of Newington and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be opened at 2:30 P.M. on August XX, 2011 in the Town Manager's Office. Sealed bid envelopes shall be clearly labeled "Bid No. 1, 2011-12 Mill St. Extension and Sr. Center Parking Lot". The Town reserves the right to waive informalities or to reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. The Town reserves the right to reject bids which contain one or more exceptions that are unacceptable to the Town. All prices bid by the Contractor shall be held firm until all work has been completed. The low bid will be determined by adding the totals of the various quantities for each item multiplied by the bid unit price. In the event of a math error or a discrepancy between the unit price and the total in the far right hand column for each item, the Town shall select the figure that is in the best interests of the Town and disregard the other. All Addenda will be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Bid Opportunities. Bidders are responsible for checking the website for the presence of any addenda. Any bid may be withdrawn prior to the bid opening or the authorized postponement thereof. After the opening of bids, all bids will be considered valid for a period of ninety calendar days.

4. Qualifications of Bidder – Add the following to this section:

The Contractor shall be engaged in the business of paving and shall also have experience in constructing bituminous parking lots and roadways. The Contractor shall have demonstrated experience by having been in business (as the same business with the same name as submitted on the Bid Form) for at least three (3) years and by having successfully completed at least three (3) similar projects. If requested by the Town, the bidder shall provide a list of similar projects, with telephone numbers and contact persons, prior to the award of this bid. The Contractor shall have the required background, technical knowledge, and equipment, labor force and satisfactory prior work history to perform this work in a satisfactory manner. Failure to meet the qualifications of this section alone is sufficient grounds for rejection of the bid by the Town.

5. Bid Security – make sure the percentage of the bid to be provided is the same in all three places (this section, the Invitation to Bid, and page 2 of the Bid Form). The Town normally calls for 5% but has used 10% for some bids. Add to this section: Bid bonds

shall be issued by a surety company either licensed or approved by the State of Connecticut Insurance Commissioner.

7. Time of Completion and Liquidated Damages – Amend the wording of this section to read as follows: The bidder must agree to commence work on or after a date specified in a written “Notice to Proceed” issued by the Municipality. The bidder must fully complete the project within ninety (90) consecutive calendar days from the date in the “Notice to Proceed”. The bidder must also agree to pay the Municipality liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each consecutive calendar day of delay over and above this full completion date. In addition, if the bidder ceases operation for ten (10) working days cumulative or consecutive, the Municipality shall reserve the right to consider the contract void and the performance bond shall be forfeited to the Municipality.

9. Addenda and Interpretations – delete the wording of this section and replace with: No interpretation of the meaning of the plans, specifications, or other bid documents will be made to any bidder orally. All questions and requests for such interpretations must be made in writing and presented to Anthony Ferraro, Town Engineer, either by mail to Town of Newington, 131 Cedar Street, Newington, CT 06111, by fax to fax number 860-665-8577, or by e-mail to [aferraro@newingtonct.gov](mailto:aferraro@newingtonct.gov) and, to be given consideration, must be received at least five business days prior to the bid opening date. Any and all such interpretations and any supplemental instructions, changes to the drawings, or changes to the bid specifications, if issued, will be posted on the Town’s website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Bid Opportunities, at least forty eight hours prior to the bid opening. Bidders are responsible for checking the website for the presence of any addenda. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

10. Security for Faithful Performance – add the following wording to this section: The Contractor shall furnish Performance and Labor and Materials Payment bonds to the Town of Newington for the duration of the contract, covering faithful performance of the contract and payment of obligations arising hereunder. Such bonds shall be equal to one hundred percent (100%) of the full amount of the contract as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best’s rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this job that are outstanding.

16. Affirmative Action Requirements – add the following wording to this section: The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

## FORM OF BID

Please delete the heading in its entirety (through NEWINGTON, CT) and replace it with:

### TOWN OF NEWINGTON

BID NO. 1, 2011-12

### MILL STREET EXTENSION AND SENIOR CENTER PARKING LOT

### BID FORM

- Delete the paragraph that begins with "BIDDER hereby agrees to commence work" in its entirety and replace with the same wording from section 7 of the Instructions for Bidders:

The bidder agrees to commence work on or after a date specified in a written "Notice to Proceed" issued by the Municipality. The bidder must fully complete the project within ninety (90) consecutive calendar days from the date in the "Notice to Proceed". The bidder also agrees to pay the Municipality liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each consecutive calendar day of delay over and above this full completion date.

- Delete ALTERNATES and UNIT PRICES wording and numbering in their entirety.
- On the second page, delete "The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids." And replace it with the wording from the Invitation to Bid:  
After the opening of bids, all bids will be considered valid for a period of ninety calendar days.

- Delete "The bid security attached in the sum of \$ \_\_\_\_\_" and replace with:  
"The bid security provided with this bid for five per cent (5%) of the amount bid"  
(If 10% is in the Invitation to Bid and the Instructions to Bidders, change to 10% here as well)

- Delete "RESPECTFULLY SUBMITTED" and replace with:  
The undersigned states that this bid is made in good faith and is not founded on, or in consequence of any collusion, agreement or understanding between themselves or any other interested party.

- After "the mailing address" add "the fax or e-mail address". Delete "of whom any inquiries are to be made" and replace with "of the person who signed this bid form and who is authorized to do so."

- Update the Schedule of Bid Prices as requested by the Town Engineer.
- Under “Bid Summary Base Bid”, correct the number of items.

## GENERAL CONDITIONS

10. Right of Owner to Terminate the Contract – add the following to this section:  
 All work done by the contractor shall be completed to the satisfaction of the Town Manager. The owner reserves the right to terminate this agreement upon ten (10) calendar days written notice of failure by the contractor to provide service to the satisfaction of the Town Manager. If the contractor does not start the work within time limits identified by the Town or does not prosecute the work in accordance with these specifications to the satisfaction of the Town Manager, the Town of Newington reserves the right to engage other contractors and to charge the difference or extras in cost, if any, or to recover in bond.

18. Suspension of Work – add the following to this section:  
 Should the work be carried on late in the year, and in the opinion of the Town Manager or his designated agent is in danger by reason of inclemency of weather or could not be finished in time to prevent such danger, the contractor shall cease operations upon order of the Town Manager or his designated agent, and shall not resume them until ordered to do so by the Town Manager or his designated agent, when the weather conditions are favorable. The time of suspension should not be considered in the winter months. The contractor shall, upon such orders, discontinue work, remove all materials or appliances for use by the public during the time the work is suspended as herein provided without cost to the Town.

21. Materials, Services and Facilities – add the following to this section:  
 All materials and equipment shall be delivered, handled and stored in a manner which prevents the intrusion of foreign materials and damage by breakage or weather. Such storage, delivery, and handling shall not interfere with Town operations nor impede access to any public areas. All equipment shall be stored in a clean, dry location. Material which is damaged shall be replaced with new material at no additional cost to the Town.

28. Subcontracting – add the following to this section:  
 All subcontractors shall have the required background, technical knowledge, equipment and satisfactory prior work history to perform their tasks in a satisfactory manner.

33. Protection of Work and Property – after the first paragraph of this section, add the following:  
 Precaution for the protection of persons and property must be exercised at all times. The safety provisions of applicable laws, as well as building, fire and construction codes, shall

be observed at all times. The Contractor shall take such additional safety and health measures as are reasonably necessary.

41. Payment to the Contractor – add the following to this section:

Payment for the work associated with this bid shall be made within thirty (30) days by the Town, following the completion of all work invoiced to the satisfaction of the Town Manager, as determined by inspection of the completed project the Town Engineer or his designated agent, and upon submission of an invoice to the Town of Newington Finance Department, 131 Cedar Street, Newington CT 06111. Payment for materials shall only be for materials already used or for materials stored on site at the job location. Frequency of invoices shall not exceed one per month. Payment for all items shall be made at the contract unit price for the actual amount of work required, performed and accepted. The Town Engineer will make a check of the Contractor's monthly requisitions for partial payments to arrive at an estimate such as, in his opinion, shall be fair and just, of the materials in place and of material suitability stored on the site and of the amount of work performed on the contract.

47. Use of Premises and Removal of Debris – at the end of subsection "D", add the following:

Any such rubbish and debris shall not be placed in the Town's dumpster but shall be transported by the contractor from the premises. All dumpster and trash disposal costs shall be included in the bid price. Any inflammable rubbish shall not be burned on the premises but shall be hauled away. The work area(s) shall be left clean and ready for use by the Town. If the contractor fails to properly clean up the job site the Town may do so or may hire another firm of its choosing to do so. In either case, the cost of such cleanup shall be charged to the contractor.

48. Indemnification – delete the first paragraph in its entirety and replace with the following:

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

49. Insurance Requirements – delete the first sentence of the second paragraph, all of subsection “A”, and the next to last paragraph (Cancellation Notice) and replace it with the following:

The contractor shall furnish a certificate of insurance to the Town Manager for the following insurance coverage. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$1,000,000.

Add the following new sections:

#### 50. HAZARDOUS MATERIALS:

The contractor, when providing, using, storing, delivering or disposing of any toxic, hazardous or potentially dangerous materials, shall advise the Town, in writing, of the

condition of such hazardous materials in advance of conducting any work and is responsible for protecting the contractor's own employees, those of the Town, and all its' agents from the hazards associated with such materials. The contractor shall furnish direction, precautions, or training, provided or made available from the supplier of the materials, or other acceptable source, for use by all persons who may be subject to the hazard. The contractor shall comply with all applicable regulations and laws. The contractor shall dispose of any hazardous or toxic substances in accordance with all applicable regulations or laws, including E.P.A. and D.O.T., and shall provide the Town with the appropriate generator E.P.A. number. The contractor shall do all things necessary to insure that there will be no discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous or toxic waste on the site caused by the Contractor's operations. The contractor is responsible for any and all costs and liabilities associated with the clean up of any such spillage, etc., or as required by any regulating authority, and holds the Town harmless against any current or future liabilities resulting from such an incident.

#### 51. APPEARANCE:

All work shall be performed in a workmanlike and professional manner and shall be left with a neat appearance. All disturbed areas, both in and around the work site, shall be restored to their original condition. Any damage to a building, property or pavement resulting from this work shall be repaired by the contractor at no additional cost to the Town. All work shall be performed to the satisfaction of the Town Manager.

#### 52. TREES:

Where roots of trees, branches, regardless of size, or any other obstruction interfere with proper installation of the work, the Contractor will furnish extra labor and necessary equipment to remove these obstructions as ordered by the Town Manager or his authorized agent, and do all necessary cutting and fitting without extra compensation therefore. Any tree removal shall be performed in accordance with Town ordinances and requirements.

#### 53. PROTECTION OF THE PUBLIC:

The contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access in the event vehicle access is cut off by the contractor. The contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private place for travelers, vehicles and access to hydrants. The Town shall be held harmless for any claims against the contractor.

The contractor shall provide and maintain all necessary watchmen, barricades, flashing lights and warning signs and take all necessary precautions for the protection of the public. He shall continuously maintain adequate protection of all work against damage, and shall take all reasonable precautions for protection of the Town from injury or loss

arising in connection with this contract. The contractor shall make good any damage, injury or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions, except such as may be to errors in the contract documents, or caused by agents or employees of the Town. The contractor shall adequately protect adjacent private and public property, as provided by law and the contract. No direct payment will be made for this item. Erosion controls may be requested if conditions are warranted and as determined by the Town Manager or his designated agent. All excavated areas shall be barricaded by the contractor and lit with electrified flashers during the hours of darkness.

#### 54. ROYALTIES AND PATENTS:

The contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Newington and L. Wagner and Associates harmless from loss when a particular manufacture, product, or process is specified by the Town of Newington.

#### 55. PERMITS:

Permits, license and temporary easements necessary for the prosecution of the work shall be secured and paid for by the contractor. Property and easements for permanent structures or permanent changes in existing facilities shall be secured or paid for by the Town. No permit fee will be assessed for work within Town right-of-way.

The contractor shall make arrangements with adjacent property owners such trespass as he may reasonably anticipate in the prosecution for the work. All such arrangements shall be reported in writing to the Town Engineer.

If this project involves work on a State Highway, the contractor shall obtain a permit from District I, Connecticut Department of Transportation, Bureau of Highways, for work within said State Highway rights of way and shall be responsible for any permit fees, insurance certificates and bonds to obtain same.

#### 56. INSPECTION OF WORK:

The Town shall provide sufficient competent Engineering Personnel for supervision of the work. The Town Engineer and his representative shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Town Engineer or his designated agent, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Town Engineer or his designated agent timely notice of its readiness for inspection, and if the inspection is by another authority other than the Town Engineer or his designated agent, of the date for such inspection. Inspections by the Town Engineer or his designated agent shall be promptly made, and where practicable at the source of

supply. If work should be covered up without approval or consent of the Town Engineer or his designated agent, it must, if required by the Town Engineer or his designated agent be uncovered for examination and properly restored at the Contractor's expense. A 24-hour notice for all inspections shall be made to the Engineering Department at 860-665-8570, during normal office hours of 8:30 a.m. to 4:30 p.m.

#### 57. EXISTING IMPROVEMENTS:

The contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated in the specifications or drawings. It will be the responsibility of the contractor to restore, as nearly as practical, to their original condition all improvements on public or private property, at the contractor's expense.

The contractor shall give ample notice to the various utilities so that the contractor shall cooperate and coordinate his work so that the least interference is caused by the utilities. The contractor shall support all utility lines uncovered due to trench excavation. Final utility depths and locations shall be coordinated between the contractor and the utility company.

Toll-free call before you dig number should be contacted 72 hours in advance of any excavation. (1-800-922-4455).

#### 58. TRAFFIC AND SAFETY:

The contractor shall provide such barricades, signs, warning, flagmen or police and shall conduct his work in such a manner so the hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion of the Town Engineer, additional precautions or measures should be taken in the interest of public safety, the contractor shall so comply. If the contractor finds it necessary to close a portion of the road to vehicular traffic, the approval of the Legal Traffic Authority shall be obtained. The contractor shall notify the Fire and Police Department and any other concerned agencies of such road closing. Access shall be provided at all times to fire hydrants and precautions shall be taken to prevent freezing of any exposed or partially uncovered waterlines.

#### 59. UNIT PRICES:

The prices herein are made a part of this contract upon execution and will remain in effect until the completion of the project and cannot be renegotiated due to changes in cost of materials or labor costs.

#### 60. TIME OF WORK:

No work will be allowed between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday. No work will be allowed at any time on Saturdays, Sundays, and Holidays unless authorized by the Town Engineer. If work is authorized, then inspection will be required at the contractor's expense.