

TOWN OF MONTVILLE

Bid Interest Response

FINANCE@MONTVILLE-CT.ORG

Project Name: **On-Call Full Depth Roadway Patch Repairs**

Date: _____

Bid No.: 2023-10

Company: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____ E-mail: _____

Town of Montville

2023 On-Call Full Depth
Roadway Patch Repairs

Bid No. 2023-10

April 2023

TOWN OF MONTVILLE - INVITATION TO BID
BID #2023-10

The Town of Montville is interested in receiving bids for the **On-Call Full Depth Roadway Patch Repairs** for the Town of Montville. A copy of the bid and specifications is available at www.montville-ct.org.

All proposals must be sealed and must be received at the Finance Office prior to the due date. All bids are due no later than May 23, 2023 at 10:00 AM. All bids must be in a sealed envelope marked "On-Call Full Depth Roadway Patch Repairs". A Company official must sign all bids. At 10:00 AM on May 23, 2023 the bids will be opened publicly and read aloud in the Finance Office at 310 Norwich New London Tpk., Uncasville, CT 06382.

The Town may hold the bids for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders' qualifications prior to awarding the contract.

The Town of Montville reserves the right to reject any or all bids and waive any informalities or irregularities in the bid procedure or bids.

All bidders are advised the Town of Montville has enacted through resolutions the following special conditions concerning Town bids and purchases.

1. Any Town bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid may be awarded the project provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder has submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidders that submitted the lowest bid. That within the bidding process that all businesses claiming to be Montville businesses, provide the Finance Department (Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.
2. Seller agrees that as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due Seller an amount not to exceed 25% of the total amount due Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the town of Montville or any agency thereof against the Seller. The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor.

Barbara Griffin
Director of Finance

Town of Montville

BID FORM

TOWN OF MONTVILLE
ON-CALL FULL DEPTH ROADWAY PATCH REPAIRS

TO: Dept. of Finance
Town of Montville
310 Norwich-New London Tpk.
Montville, Connecticut 06382

FROM: _____

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on of **On-Call Full Depth Roadway Patch Repairs** hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents, at and for the unit prices for work in place for the following work items.

The quantity of the units shown below is given for the purpose of determining the Award. The Owner reserves the right to increase or decrease these quantities. Payment to the Contractor will be based on completed measured quantities of these work items.

This bid is for one (1) year following the date of the agreement. If after that one year the Town may extend the contract for a specified time by mutual agreement.

TOWN OF MONTVILLE
On-Call Full Depth Roadway Patch Repairs

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Full Depth Repair (depth 4")	10,000/SF	\$ _____ /SF	_____
Curbing (Machine or Hand Formed 4"-6")	1,000/LF	\$ _____ /LF	_____
Hourly rate for asphalt repairs**(see following page)	100/HR	\$ _____ /HR	_____
Traffic Control 1 Person	200/HR	\$ _____ /HR	_____
Traffic Control 2 Person	100/HR	\$ _____ /HR	_____

Total Amount for all items _____

**The contractor shall provide the following minimum equipment and labor to perform hourly asphalt repair as requested.

- Power Paving box
- Roller compactor (minimum 1 ton with vibratory compaction)
- Dump trucks
- Skid Steer with Milling machine or separate milling machine
- Curbing Machine (Standard curb and cape cod curb mold)
- Hand tools

The contractor shall provide a daily rate for equipment and labor based on an 8- hour workday including travel to and from the job locations anywhere within the Town of Montville.

List equipment the Bidder owns that is available for this project:

List equipment the Bidder plans to rent or purchase for this project:

CONTRACTOR AVAILABILITY

The Contractor will conform to the Public Works Department's schedule. It will be the Contractor's responsibility to be available to commence working within one week of the notice from the Town.

The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By _____
(Title)

(Business Address)

(Telephone Number)

(SEAL - if bid is by a corporation)

Town of Montville

AGREEMENT

THIS AGREEMENT, made this ___ th day of _____, 2023 by and between the Town of Montville, hereinafter called "OWNER" and _____

_____ doing business as (an individual) or (a corporation) hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the **On-Call Full Depth Roadway Patch Repair**.
2. The CONTRACTOR will furnish all of the material not supplied by Owner, supplies, tools, equipment, labor and other services necessary for the construction and completion of the on call work described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS WITHIN 7 calendar days after the date of the NOTICE TO PROCEED and will promptly complete the same.
4. The CONTRACTOR agrees to perform all the work as described in the CONTRACT DOCUMENTS and comply with the terms therein for the quantity of work assigned per the unit prices as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Invitation to Bid
 - Bid Form
 - Contract Agreement
 - Conditions
 - Specifications
 - Addenda:
 - No. _____, dated _____
 - No. _____, dated _____
 - No. _____, dated _____
6. The OWNER will pay the CONTRACTOR in the manner and at such times as assigned work is completed and an invoice has been received.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3 copies) each which shall be deemed an original on the date first above written.

OWNER: _____

CORPORATE SEAL:

BY _____
(Title)

ATTEST _____

CONTRACTOR: _____

CORPORATE SEAL:

BY _____
(Title)

ATTEST _____

CONDITIONS

Scope of Work

The tasks described in this section are not necessarily "as-inclusive" and bidders should include in their bid prices all tasks and services necessary to satisfactorily complete the on call asphalt repairs in accordance with all applicable codes and regulations. Asphalt repairs given to bidder must be initiated within seven (7) days and completed within the following five (5) working days from assigned date unless a time extension is granted by the Town.

Other Requirements

- Contractor shall perform the work in accordance with all applicable federal, state and local laws and regulations and will be responsible for ensuring that any subcontractors who are utilized comply as well.
- Contractor shall be responsible for obtaining all required permits (note: any Town fees will be waived), provide equipment, labor and supervision, etc., needed to complete the asphalt repair.
- Contractor shall properly dispose of all materials in accordance with all federal, state and local rules and regulations governing waste disposal and recycling. Contractor shall be responsible for all disposal costs.
- To the greatest extent possible, staging or equipment and execution of project work shall be done in a manner that does not interfere with roadway activities or prohibit them access to their properties or facilities. If the Contractor anticipates that their work will impact roadway activities or receives a complaint they must report the situation to the Town.
- The Public Works Director will be the point of contact with all citizens.
- Work shall generally be performed Monday through Friday between 7 am and 5 pm unless otherwise authorized. No work shall be performed on Sundays unless authorized in advance by the Town. Please include a schedule showing which days and hours you plan to work on the project as part of your submittal.
- Contractor must provide site supervisor contact information as well as the names and contact information of any subcontractors being utilized. All persons listed as a point of contact must speak fluent English so that problems can be communicated effectively.
- Subcontractors: Should the Prime Contractor wish to utilize subcontractors on this project, they must present a list of those subs, as well as their appropriate licensing, insurance and qualifications at time of bid. Should the Contractor need to substitute a different company during the course of construction, the Town must be notified and all of the same information must be supplied for the new subcontractor before they are utilized. **The Town reserves the right to prohibit subcontractors on a case by case basis if they are found** not to be licensed to perform the work they have been hired for, are uninsured, have accrued numerous and/or egregious safety violations. Note: At all times, the Prime Contractor will be responsible for the performance and conduct of their subcontractors.

- Public safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment in a way that will prevent injury to citizens. If required the Contractor shall provide a fence or barricade in accordance with the state demolition code while working and before leaving for the day. Contractor must ensure that proper signs, caution tape, physical barriers or other devices as needed to signal a hazard or restrict public access are in place.
- In addition, the Contractor must insure the safety guidelines as applicable for the activity being performed. The Town reserves the right to temporarily stop work if he sees an unsafe practice and to suspend work until the issue is addressed.
- The contractor shall maintain Workers Compensation, auto liability and general liability insurance at all times during the project.

Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations, including X, C and U coverages as applicable.
2. Independent Contractor' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

Workers' Compensation

State:	Statutory
Voluntary Compensation (by any exempt entities)	Same as State Workers' Compensation
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease, Policy Limit \$1,000,000 Disease, Each Employee

General Liability (Including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$1,000,000 Each Occurrence
\$3,000,000 Aggregate

(b) Property Damage:

\$1,000,000 Each Occurrence
\$3,000,000 Aggregate

(c) Property Damage Liability Insurance shall include coverage for the following hazards:

 X X (Explosion), X C (Collapse), X U (Underground)

(d) Contractual Liability (Hold Harmless Coverage) or included in Commercial General Liability Coverage:

(1) Bodily Injury:

\$1,000,000 Each Occurrence

(2) Property Damage:

\$1,000,000 Each Occurrence

\$3,000,000 Aggregate

(e) Personal Injury, (with Employment Exclusion deleted if applicable):

\$1,000,000 Aggregate

(f) If General Liability policy includes a General Aggregate, such General Aggregate shall not be less than \$3,000,000. Policy shall be endorsed to have General Aggregate apply to this Project only.

3. Umbrella Excess Liability or \$5,000,000 excess which would not require a retention.

\$5,000,000 Over Primary Insurance

\$10,000 Retention

4. Comprehensive Automobile Liability (owned, non-owned, hired):

(a) Bodily Injury: \$1,000,000 combined single limit.

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

The Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insured. This insurance shall provide coverage for not less than the following amounts:

- | | | |
|-----|--|---|
| (1) | Bodily Injury | \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |
| (2) | Property Damage including
Explosion Collapse and Under-
ground coverage. | \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |

The Contractor shall purchase and maintain, until final payment, property insurance upon the Work at the site in an amount equal to the total bid price for the completed construction. This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and shall include damages, losses and expenses rising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). This insurance shall be provided on the completed value form. If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portion of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

The Town of Montville (Owner) shall be named as additional insured on the above coverages.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the Owner.

No contract shall be binding upon the Owner until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated-above have been filed with the Owner and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the Owner will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the Owner's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

Evaluation Criteria

The contract shall be awarded based on the following criteria:

- Total price for all items
- Company has all appropriate insurance, licensing, and certifications needed to perform the work
- References
- A schedule which is specific about what tasks will be done when
- Ability to provide the entire scope of work required for each bid item
- Complete bid submittal package with all required documentation

The contract will be awarded to the "lowest responsive and responsible bidder". These terms refer to the bidder with the lowest price who has also met all of the requirements: their bid is detailed enough to show what will be done or supplied and how much these items will cost, they have the required licensing and insurance, the references they supplied are generally positive, they have provided any other required documentation that was required to be included with their bid submittal.

Note: incomplete bids will be rejected.

Each Bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within 10 days from the date of acceptance of his proposal, file with the Owner, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the Owner, in compliance with the law, and in the following form and amount.

SPECIFICATIONS

General Description

The Town is intending on using this contract to repair alligator cracking areas, sinkholes, pave around catch basin, driveway apron repair, drainage repairs, curb repair, or any other pavement areas of similar nature on Town roads. Areas where the Town has excavated within the roadway, will require the contractor remove the gravel to pave to full depth. The Town will make every effort to aggregate as many repairs as possible together in a geographic area to help the Contractor minimize travel and set up time between jobs. Normally all patches fall into the 50 sf to 500 sf at one time. It is the Town's intention to provide the contractor with a number of repairs at one time in close vicinity, but there are no guarantees that this will always happen. Additional work at certain pavement repair locations may be required and may be negotiated with the successful bidder. The Town will, in good faith, try to ensure that a minimum of 1 days work is given out at any one time if possible.

NOTICE TO CONTRACTOR - GENERAL

Disposal of Surplus Material

All surplus material shall become the property of the Contractor and shall be disposed of in accordance with federal, state and local requirements.

Location of Work

The locations of work are not determined at this time. The patches will be at various locations throughout the Town of Montville.

Indeterminate Quantities

All items in the bid are indeterminate quantities; i.e. the quantity cannot be estimated and is based on conditions encountered during construction. The quantity shown in the bid is for bidding purposes only. No adjustment in unit prices will be made based on final quantities.

Safety

Implementing worker safety and health protocols that address compliance with all rules, laws and regulations regarding safety and risk of exposure to physical and chemical hazards is the sole responsibility of the Contractor. All employees of the contractor and subcontractors are to wear reflective vests and hard hats at all times when on the job site.

The Contractor shall maintain traffic in the project area to the satisfaction of the Owner. The Contractor must maintain pedestrian and vehicular traffic and permit access to businesses, factories, residences, and intersecting street.

TECHNICAL SPECIFICATIONS
NOTICE TO CONTRACTOR
MATERIALS

Bituminous Concrete materials and installation shall conform to the requirements of Section 4.06 Form 818 as applicable. The Contractor shall use HMA S0.5 or Class 2 asphalt mix for all patches.

All materials will be supplied from a plant certified and approved by the State of Connecticut Department of Transportation.

If it is found that any Bituminous Mixture, even though meeting the requirements of the Job Mix Formula, fails to perform satisfactorily, the producer shall on notice (1) immediately cease furnishing the material, (2) take immediate corrective steps to provide a mix which does perform satisfactorily.

Tack coat shall conform to the requirements of Section M.04 of the Form 818. Joint sealant shall be a hot liquid bituminous material that conforms to the following properties:

- Asphalt: Paving grade specifications asphalt cement AC-20.
- Composition: 5% minimum by weight of the bituminous material.
- Cover Materials: Cover materials to eliminate tracking from traffic will be Black Beauty or equal or as directed by the Town.

CONSTRUCTION DETAILS

Transportation of Mixtures: The mixture shall be transported from the paving plant in trucks having tight bodies, which have previously been cleaned of all foreign material. The use of kerosene, gasoline, fuel or similar products for the coating of the inside of truck bodies is strictly prohibited. Such coatings may consist of soapy water or commercial oil emulsions (also known as soluble oils) in the proportion of one (1) part oil to six (6) parts water. When such coatings are applied, truck bodies shall be raised immediately prior to loading to remove any excess coating material. Loaded trucks shall be covered with waterproof canvas or other suitable covers. The mixture shall be delivered at a temperature within 25 degrees Fahrenheit of the approved job mix.

The edges of the patch work shall be saw cut or milled and the materials installed and compacted to the satisfaction of the Town. Bituminous concrete shall be placed in accordance with Article 4.06.03 of CT DOT Form 818.