



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, March 19, 2020. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Miscellaneous Construction Services. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, March 19, 2020 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is soliciting competitive bids from qualified firms for miscellaneous road construction services.

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

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

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



Rete Bass, Mayor

An Equal Opportunity/Affirmative Action Employer

TOWN OF NEW MILFORD
Department of Public Works
Miscellaneous Road Construction Services

INTENT:

The Town of New Milford is soliciting competitive bids from qualified firms for miscellaneous road construction services. The Town reserves the right to accept or reject any and all bids in part or in whole.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT (“Town” or “Municipality”) invites bids on the project and services described herein. All blanks must be appropriately filled in except as noted on the bid sheets. Bids will be received by the Purchasing Authority until 3:00 PM on Thursday, March 19, 2020 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776

Said submissions should be clearly designated as Bid for Miscellaneous Construction Services 20/21. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten. An additional sheet detailing all deviations from the specifications listed herein shall be attached to the bid sheet. If so equipped with deviation list this bid sheet shall be marked with the deviations accordingly on each item.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include the following:

- A. Bid Forms
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificates of Insurance

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone**.

Every request for such interpretation must be in writing and addressed to:

Jack Healy, Director of Public Works
jhealy@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

ESTIMATED QUANTITY:

Actual amount of time and machinery needed by the Town may vary. There are no estimated quantities with this bid package.

TERM:

Prices shall remain in effect for 1 year following the award of the bid. The town reserves the right to extend this contract up to two additional years upon mutual written agreement with the successful bidder.

ADMINISTRATIVE REQUIREMENTS & RECORDS:

The successful bidder shall prepare and submit documentation and invoices to the Town which clearly demonstrate the equipment used, labor required and project completed. As a minimum the following paperwork should be provided with each invoice:

- Location of work
- Labor hours
- Machines utilized with hours
- Unit Quantities as listed on the bid sheets
- Type of project
- Invoices shall include Purchase Order Number

EQUIPMENT:

The successful bidder shall utilize equipment in excellent mechanical condition, properly registered and in compliance with applicable Connecticut Department of Transportation and Department of Motor Vehicles standards. A sufficient amount of equipment shall be made available in order to complete the project within the time limits specified by the Town.

SAFETY & ENVIRONMENTAL COMPLIANCE:

The successful bidder must follow all applicable OSHA standards for performing the work at all times. Failure to follow applicable OSHA standards is grounds for immediate cancelation of the contract at no cost to the Town of New Milford. The successful bidder shall provide any applicable training documentation demonstrating compliance with applicable safety regulations upon receipt of the initial purchase order and updates at each subsequent order.

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

BASIS OF PAYMENT:

Bidders shall submit net hourly unit prices per equipment and labor item as requested on Bid Sheets.

The bid prices shall be deemed all inclusive (i.e. fuel costs, labor, insurances, equipment, services, etc.) necessary to complete the project assigned.

BIDDER QUALIFICATIONS:

Bidders must have all required permits, certifications and licenses, a minimum of (5) years' experience working with construction equipment in the State of Connecticut.

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

BASIS OF AWARD:

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- The ability, capacity and skill of the bidder to supply the services required
- Whether the Bidder can provide the equipment and labor within the specified time, without delay or interference
- The Town reserves the right to award the bid in full or by individual items

INSURANCE REQUIREMENTS:

A certificate of Insurance is required to be submitted upon execution of any agreement.

The Contractor must carry the following minimum insurance coverages:

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

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

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

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

B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles.

Limits of insurance shall be combined single limit bodily injury and property damage:

\$1,000,000

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

Statutory Workers Compensation and Employers Liability

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

Umbrella/Excess: \$2,000,000

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

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

- D. Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.
- E. The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.
- F. Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.
- G. Any changes in insurance coverage will require thirty (30) days' notice to the Town of New Milford.

TECHNICAL SPECIFICATIONS:

The Town of New Milford is requesting your proposal for supplying, at an hourly rate, the following personnel and equipment for performing work related to road reconstruction;

1. Superintendent
2. Laborer
3. Certified Traffic person
4. Excavator, hydraulic, 2 yard, with operator
5. Excavator, hydraulic, ¾ yard, with operator
6. Backhoe, rubber tired, with operator
7. Loader, rubber tired, with operator
8. Earth/road grader, with operator
9. Dump truck, 6 wheel, medium weight, with one driver
10. Tri-axle Dump Truck, medium weight, with one driver
11. Compressor, 125 cfm, with jackhammer and related accessories, with operator

The Town of New Milford is requesting your proposal for performing the listed tasks, providing the equipment and personnel to perform the work, on a unit cost basis;

1. Install HDPE Drainage Pipe (15") 0' to 10'
2. Install HDPE Drainage Pipe (18") 0' to 10'

3. Install HDPE Perforated Underdrain (6")
4. Install Flared End Section
5. Install Storm Water Manhole
6. Replace Catch Basin (Type C or CL) 0' to 10'
7. Install Catch Basin Replacement (Type C or CL)
8. Repair Existing Catch Basin and Install New Frames and Grates
9. Reset Catch Basins
10. Bituminous Concrete Saw Cutting
11. Concrete Saw Cutting
12. Install Concrete Curb (6"-8")
13. Earth Excavation
14. Rock Excavation
15. Rock in Trench Excavation (0' – 10')
16. Grading
17. Maintenance and Protection of Traffic
18. Sediment and Erosion Control (Silt Sacks)
19. Sediment and Erosion Control (Silt Fence))
20. Sediment and Erosion Control (System Hay bales)
21. Catch Basin Sediment Filter
22. Utility Curb Box Replace

The above stated personnel and equipment shall be used by the Town for work related to road reconstruction work including but not limited to drainage, earthwork, trenching, pipe laying, and landscaping. All work will be performed in accordance with The Town of New Milford's standard contracts and engineering specifications.

The work will be performed between March 31, 2020 and March 30, 2021. The work will be assigned by the New Milford Department of Public Works and may be assisted by or performed with the New Milford Highway Department Personnel. Personnel provided must have received all required training including but not limited to OSHA and Conn DOT and be competent to perform assigned tasks.

Prices quoted shall include all costs related to the personnel and equipment provided. A four (4) hour minimum will be paid for labor and equipment ordered by the Town. After the first four hours, payment shall be made for the hours that the personnel and equipment are on the job and are working as directed. No haulage, mobilization, de-mobilization, over the road time, or idle time shall be paid for under the terms of this contract.

The Town of New Milford will provide materials. The contractor should not include materials in their quoted price.

PURCHASING AUTHORITY

Town of New Milford, Connecticut

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Miscellaneous Road Construction Services 20/21

BID OPENING: March 19, 2020

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

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

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer

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

State of Connecticut
County of _____

_____ being first duly sworn affirms that:

He is _____ of _____, the Bidder that has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

Such Price is genuine and is not a collusive or sham bid;

Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signature: _____ Printed name: _____

Title: _____ Company: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the ____ day of _____, 2020, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSS whereof I hereunto set my hand:

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

My Commission Expires/Juris Number (circle one)

Town of New Milford
Miscellaneous Road Construction Services Bid Sheet
April 1, 2020 to March 31, 2021

Personnel and Equipment	Rate Units	Hourly Rate per hour	Daily Rate per 8 hour	Off Hour Rates per hour	Holiday Rates per hour
Superintendent					
Laborer					
Certified Trafficperson					
Excavator, hydraulic, 2 yd, w/operator					
Excavator, 3/4yd , w/operator					
Backhoe, rubber tired, w/operator					
Loader, rubber tired, w/operator					
Earth/Road Grader, with operator					
Dump Truck, 6 wheel, medium weight, w/driver					
Tri-axle Dump truck, medium weight, w/driver					
Compressor, 125, w/jack hammer and accessories, with operator					

Bidder is **NOT** required to submit a price for each line. The bidder will only be considered for the items where a price has been submitted. The intent of the Town is to approve more than one contractor and select the one best suited for the project.

Company _____ Address _____

Signature _____ Name and Title _____

Telephone number _____ Date _____

Town of New Milford
Miscellaneous Road Construction Services Bid Sheet
April 1, 2020 to March 31, 2021

Construction Tasks	Units	Unit Rates
Install HDPE Drainage Pipe (15") 0' to 10'	LF	
Install HDPE Drainage Pipe (18") 0' to 10'	LF	
Install Perforated Underdrain (6")	LF	
Install Flared End	Each	
Install Stormwater Manhole 0' to 10'	Each	
Replace Catch Basin Replacement (Type C or CL) 0' to 10"	Each	
Repair Existing Catch Basin and Install New Frames and Grates	Each	
Reset Catch Basins	Each	
Bituminous Concrete Saw Cutting	LF	
Concrete Saw Cutting	LF	
Install Concrete Curb (6"-8")	LF	
Earth Excavation	CY	
Rock Excavation	CY	
Rock in Trench Excavation (0' - 10')	CY	
Grading	SY	
Maintenance of Traffic	Hourly	
Maintenance of Traffic	Daily	
Sediment and Erosion Control (Silt Sacks)	Each	
Sediment and Erosion Control (Silt Fence)	LF	
Sediment and Erosion Control (System Haybales)	Each	
Catch Basin Sediment Filter	Each	
Utility Curb Box Replace	Each	

Bidder is **NOT** required to submit a price for each line. The bidder will only be considered for the items where a price has been submitted. The intent of the Town is to approve more than one contractor and select the one best suited for the project.

 Company

 Signature

 Date