

CONTRACT DOCUMENTS

**TOWN OF NORTH HAVEN,
CONNECTICUT**

Milling Project #16-4

FINANCE

INVITATION TO BID
TOWN OF NORTH HAVEN

Sealed bids from qualified contractors to mill approximately 18,000 square yards of bituminous concrete on; Temple Street, Drazen Drive, United Drive, Wayland Street and Garfield Avenue will be received at the Finance Office, Memorial Town Hall, 18 Church Street, North Haven, Connecticut, until Thursday, August 13, 2015 at 10:30 am, at which time and place they will be opened and publicly read. Specifications may be obtained from the Finance Office. After bids are received the Director of Finance and Administration may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Director of Finance and Administration may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Director of Finance and Administration reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of North Haven. **Bidders are advised hereby of the existence of an Ordinance concerning Bid Preference for Town-Based Businesses.**

Edward J. Swinkoski, CPA
Director of Finance and Administration

BID Proposal

The undersigned _____, doing business in the City/Town of _____, submits herewith, in conformity with the general terms and conditions and specifications for the Town of North Haven Bid, Project 16- 4 for the following proposal to mill bituminous concrete on 5 streets in the Town of North Haven.

GENERAL DESCRIPTION

The Town of North Haven is soliciting bids from qualified Contractors to mill bituminous concrete on Temple Street, Drazan Drive, United Drive, Wayland Street and Garfield Avenue.

SCOPE OF WORK

The Scope of Work shall consist of the milling, removal, and disposal of the existing bituminous concrete pavement. It shall be performed in accordance with the attached specifications.

COMPLETION OF WORK

The above Scope of Work shall be completed no later than sixty (60) days after the award of the Contract. Extension of work related to Bid Alternates or changes in the bid shall be agreed upon by the Town of North Haven and the successful Bidder.

GENERAL INSTRUCTIONS TO BIDDERS

All Bid Proposals are to be:

- a. Submitted in duplicate unless otherwise indicated in the Bid Specification.
- b. Submitted using the proposal forms furnished with the Bid.
- c. Submitted in a sealed envelope with the Bidder's name and address in the upper left-hand corner of the envelope.
- d. Made out and signed in the corporate, or other, name of Bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified in the Invitation to Bid will not be considered.

Amendments to, or withdrawal of proposals received later than the time and date set for the bid opening will not be considered.

Bidders or their representatives may be present at the bid opening.

The Town of North Haven may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Director of Finance and Administration reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of North Haven.

A contract shall not be awarded to any corporation, firm or individual that has an unpaid and overdue debt to the Town of North Haven by nonpayment of taxes, by debt or contract, or who is in the default as surety or otherwise by any obligation to the Town of North Haven.

BIDS MUST BE SUBMITTED ON THIS FORM

BID PRICE Milling of Bituminous Concrete - (0 to 4 inches) \$_____square/yard

Bids Submitted By:

Date:

Name of Firm

Telephone # Fax #

Address

Printed Name Title

City, State, Zip

Authorized Signature

GENERAL CONDITIONS

ARTICLE 1 CONTRACT AND CONTRACT DOCUMENTS

- (a) Wherever the words "Contract" or "Contract Documents" are used, they shall mean and include Specifications and Addendum (or Addenda) enumerated in the Contract, the Advertisement for Bids, the Information for Bidders, and the Bid (Proposal) as accepted by the Owner and as evidenced by the Owner's Notice of Award to the Contractor, the Supplemental General Conditions, the General Conditions, the Special Conditions, the Technical Specifications and the Appendices, shall form parts of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, heading, running headlines and marginal references to various provision of the Contract Documents are in no way to affect, limit, or cast light upon the interpretation of the provisions to which they refer.
- (b) The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 60 (sixty) consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 (two-hundred fifty) for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

ARTICLE 2 DEFINITIONS:

- (a) The word "Municipality" as used in the Contract Documents or in discussions concerning or appertaining to the work as a whole shall mean the Town of North Haven, Connecticut. The words "Town" or "Owner", when used, shall also mean the Town of North Haven, Connecticut, acting herein through its First Selectman and/or Engineer.
- (b) Whenever the words "Governing Body" are used in the Contract Document, they shall mean the Finance Department, Town of North Haven, Connecticut.
- (c) Whenever the word "Engineer" is used in reference to the work or any part thereof or in the Contract Documents, it shall mean the Town Engineer.
- (d) Whenever the word "Inspector" is used in the Contract Documents, it shall mean such a person or persons engaged by the Town of North Haven to make inspections of the work performed and materials furnished by the Contractor.
- (e) Whenever the word "Bidder" is used in the Contract Documents, it shall mean any individual, partnership, firm or corporation submitting an approved proposal for the work contemplated.
- (f) Whenever the word "Contractor" is used, it shall mean the person or persons or co-partnership or corporation contracted to perform the work to be done under the Contract Documents or the legal representative of such party or parties.

ARTICLE 2 cont'd DEFINITIONS:

- (g) Whenever the word "Subcontractor" is used in the Contract Documents, it shall mean the person, firm or corporation supplying labor and materials or only labor for work at the site of the project for and under separate contract or agreement with the Contractor.
- (h) Whenever the word "Surety" is used in the Contract Documents, it shall mean the corporate body which is Surety on the Contractor's bond for the payment of all debts for materials and labor used or employed in the execution of the contract and for the acceptable performance of the work.
- (i) Whenever the words "Town Attorney" are used, they shall mean the Town Attorney of the Town of North Haven, Connecticut.
- (j) Whenever the word "Bid" is used in the Contract Documents, it shall mean the proposal submitted by the bidder and similarly the "Proposal" shall be bid.
- (k) Whenever the word "Specifications" is used in the Contract Documents, it shall mean the description, directions, provisions and requirements contained in the Contract Documents, together with all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under this contract.
- (l) Whenever the word "Addendum" is used in the Contract Documents, it shall mean any written interpretation, clarification, amendment or addition to the Plans or Specifications issued by the Town Engineer.
- (m) Whenever the word "Project" is used, it shall mean the entire work to be executed under the contract.
- (n) Whenever the word "Contract" is used in the Contract Documents, it shall mean the contract covering the performance of the work and the furnishing of materials required therefore as evidenced by the Contract Documents.
- (o) Whenever the phrases "substantial completion" or "substantially complete" are used in the Contract Documents, they shall mean the completion of construction of all installations, completely tested and accepted and being sufficiently completed so that the project or specified part can be used for the purposes for which it is intended.

ARTICLE 3 SCOPE OF WORK:

- (a) The Contractor shall furnish all labor, materials, equipment, power, water, light, heat, fuel, tools, appliances, supplies and all other means of construction necessary and proper for executing and completing the project; he shall do all work including extra and additional work and pay all costs connected therewith; pay cost of all insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work except as otherwise provided; assume all responsibility of whatever nature of kind, indemnify the Owner from all claims; secure and pay for all permits unless otherwise provided; conform to all county, state, municipal or federal legislation and requirements; he shall do all work necessary to conform the project to the Contract Documents and shall leave intact the work of any adjoining contractors unless otherwise ordered by the Owner; perform and complete the work in a manner best calculated to permit rapid construction, consistent with safety of a life and property and satisfactory to the Owner and in strict accordance with the Contract Documents; he shall protect the work during construction, clean up the work during and after construction and maintain it until final acceptance, as hereinafter provided.

- (b) The Contractor shall do all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface or overhead structures and all other property including pipes, conduits, ducts, tubes, chambers and appurtenances, public or private, in the vicinity of the work, except as otherwise specified.

ARTICLE 4 INTERPRETATIONS OF SPECIFICATIONS:

In the event the meaning of any portion of the specifications or instructions of the Engineer is doubtful, the best type of construction, both as to materials and workmanship, which reasonably can be interpreted is to be implemented. All materials and workmanship must be strictly in accordance with the specifications. The Contractor shall construct the work exactly in accordance with such instructions of the Engineer.

ITEM #0406272A - MILLING OF BITUMINOUS CONCRETE - (0 TO 4 INCHES)

Description: This work shall consist of the milling, removal, and disposal of existing bituminous concrete pavement. It shall be performed in accordance with these specifications.

Milling Equipment: The equipment for milling the pavement surface shall be designed and built for milling flexible pavements and shall have a minimum 6 foot cutting width. It shall be self-propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing bituminous concrete pavement to the line, grade, and typical cross-section shown on the plans.

The milling machine shall be equipped with a built in automatic grade control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference, including string line, ski (30 feet minimum), mobile string line (30 foot minimum), or matching shoe. The transverse controls shall have an automatic system for controlling cross-slope at a given rate.

The machine shall not exceed a maximum speed of 40 feet per minute during operation and be able to provide a 1 to 4 inch deep cut (minimum) in one pass. It shall be designed so that the operator can at all times observe the milling operation without leaving the control area of the machine.

The teeth on the revolving cutting drum must be continually maintained and shall be replaced to provide a uniform pavement texture.

The machine shall be equipped with an integral pickup and conveying device to immediately remove material being milled from the surface of the roadway and discharge the millings into a truck, all in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation in accordance with local, State, and Federal air pollution control laws and regulations.

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a smaller or lesser equipped milling machine may be permitted when approved by the Engineer.

A sweeper equipped with a water tank, a spray assembly to control dust, a pick-up broom, a dual gutter broom, and a dirt hopper shall be provided by the Contractor. The sweeper shall be capable of removing millings and loose debris from the textured pavement. Other sweeping equipment may be provided in lieu of the sweeper when approved by the Engineer.

Construction Methods: The pavement surface shall be removed to the line, grade, and typical cross-section shown on the plans. The milling operation shall proceed in accordance with the requirements of the "Maintenance and Protection of Traffic" and "Prosecution and Progress" specifications.

The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, excessive longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

Unless otherwise specified, milling shall be done to improve ride ability and/or cross-slope. The existing pavement shall be removed in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The longitudinal profile of the milled surface shall be established by a string line, mobile string line, or mobile ski. The cross-slope of the milled surface shall be established by a second sensing device or by an automatic cross-slope control mechanism. The Contractor will be responsible for providing all grades necessary to remove the material to the proper line and grade. The Engineer may waive the requirement for automatic grade or slope controls where the situation warrants such action.

All traffic control and traffic control signs (warning/detour/etc.) shall be provided by the Contractor and in place till the road is restored to normal conditions. Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

At all permanent limits of milling, a clean vertical face shall be established prior to paving. No vertical faces, transverse or longitudinal, shall be left exposed to traffic. If any vertical face is formed in an area exposed to traffic a temporary paved transition will be established conforming to the requirements for "Section 4.06 Bituminous Concrete and Superpave, Transitions for Roadway Surface". If a vertical face is not formed and the milling machine is used to temporarily transition the milled pavement surface to the existing pavement surface, the length of the temporary transition shall conform to the requirements for "Section 4.06 - Bituminous Concrete and Superpave, Transitions for Roadway Surface".

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper or other approved equipment to remove, to the greatest extent practicable, material which will become airborne under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to comply with local, State, and Federal air pollution control laws and regulations. Any damage done to traffic as a result of milled material becoming airborne is the responsibility of the Contractor and shall be repaired at the Contractor's expense.

Method of Measurement: This work will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor un-milled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

Basis of Payment: This work will be paid for at the contract unit price per square yard for "Milling of Bituminous Concrete, (0 to 4 inches). This price shall include all equipment, tools, labor and materials incidental thereto.

No additional payments will be made for multiple passes with the milling machine to remove the bituminous surface.

No separate payments will be made for cleaning the pavement prior to paving, providing protection and doing handwork removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures, repairing surface defects as a result of the Contractors negligence, providing protection to underground utilities from the vibration of the milling operation, removal of any temporary milled transition, removal and disposal of millings, furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price.

Pay Item	Pay Unit
Milling of Bituminous Concrete - (0 to 4 inches)	S.Y.

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town: North Haven, Connecticut

Description of Project: _____

I, _____, acting on behalf of _____
(Name of Party signing Affidavit) (person, firm, association, corporation, or organization)

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm
(Title of Person)

the following:

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public/Commission of the Superior Court

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying _____