

Bid # 2022-010

Request for Proposals  
Town of Colchester  
Road Repair and Paving

BID # 2022-010

Bids shall be addressed to 1st Selectman, Andreas Bisbikos, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. Friday August 19, 2022.**

Bids shall be submitted in a sealed envelope clearly marked, “2022-010 Road Repair and Paving.” Bid opening shall take place at the Colchester Town Hall, Office of the 1<sup>st</sup> Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. Friday, August 19, 2022.**

Any questions concerning this bid may be answered by contacting John Jones, Town of Colchester Interim Director of Public Works, at (860) 537-7288.

**No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.**

**RFP #2022-010**  
**BID FORM**

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ - \_\_\_\_\_

FAX #: \_\_\_\_\_ - \_\_\_\_\_

EMAIL: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_  
(Name & Title)

**INSTRUCTIONS:** *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

**BASE BID**

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Lump Sum price for Road Repair .	_____
2	Rudden Lane with Cul-De-Sac	_____
3	Nelkin Road	_____
4	Pine Road	_____
5	Parkside Drive Cul-De-Sac	_____

Total of estimate Amount Written in words (Items 1, 2, 3, 4 and 5)

\_\_\_\_\_

\_\_\_\_\_  
Bidders Name (print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Bidders Address:

\_\_\_\_\_  
Bidders Phone

\_\_\_\_\_  
Bidders FAX

## **General Specifications – Instructions to Bidders**

All bids must be submitted on the enclosed “Bid Form” *No Exceptions*. Bidder shall provide information regarding the bidder’s qualifications, company history, etc. on separate sheets.

Scope: This contract shall be defined as, but not limited to:

- a. The general scope of the project is as follows: Road Repair and Paving of Rudden Lane, including Cul-De-Sac, Nelkin Road, Pine Road, Parkside Drive including the Cul-De-Sac.
- b. Should funds allow or become available, additional work may be added to the project. The Town also reserves the right to deduct estimated work as required. The quantities listed are estimated for the envisioned work at the Fire Station.
- c. The Contractor shall be responsible for furnishing all materials, fall protection, labor, supervision, equipment, tools, supplies, debris removal with proper disposal, and all other expenses in order to conduct the work and/or raise the materials to the work area. All costs shall be included within the Lump Sum price. No additional payments will be considered for these items.
- d. Bidders are required to attend any mandatory pre-bid meetings, if any, and to perform onsite inspections of the areas where systems are to be installed in accordance to the instructions here in, and be familiar with the work areas. Site inspections are to be coordinated with staff. No unwarned site inspections shall be permitted. No additional payments shall be made for work that should be apparent to competent installers. Should conflict occur between contractor and project staff in regard to location of equipment, project staff shall have the final determination.
- e. Bidders are to comply with all applicable laws and regulations in regard to construction activities, i.e. OSHA standards, fall protection, Material Protocols, A.D.A. Regulations, C.B.Y.D., etc. and will be solely responsible for any violations.
- f. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).

### Specific Scope of Work:

The Road Repair and Paving shall consist of the following minimum steps:

- 1) Rudden Lane with Cul-De-Sac (approx. 4050 square yards) Supply 1 ½” milling – Trucking Sweeping, supply and install 1 ½ bituminous concrete, supply tack coat.
- 2) Nelkin Road (approx. 3470 square yards) Supply 1 ½” milling – Trucking Sweeping, supply and install 1 ½” bituminous concrete, supply tack coat.
- 3) Pine Road (approx. 4700 sq yards) Supply 1 ½” milling – Trucking Sweeping, supply and install 2” bituminous concrete, supply tack coat.
- 4) Parkside Drive Cul-De-Sac (approx. 10850 sq. feet) Cut keys Supply 1 ½” bituminous concrete leveling, supply and install 1 ½ bituminous concrete, wearing course, supply tack coat.

All Manufacturer’s Specifications and Installation guidelines shall be provided with the bid response for all components to be utilized.

## USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall undertake, at his/her own expense:

1. To take every precaution against injuries to persons or damage to property. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.
2. To store his/her apparatus, materials, equipment and supplies in such orderly fashion at the site of work.
3. To clean frequently all refuse, scrap, and debris caused by his/her operations and to legally dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
4. Before final payment, to remove all surplus materials and debris of any nature resulting from his/her operations and to legally dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

## Time for Completion of Work Scope

Work shall be completed within 60 days from date of written Notice to Proceed. All bonds and insurance certificates shall be provided within 10 days of the opening of the bid and prior to a bid award.

Contractor to be aware that there may be weekdays during that period they are unable to conduct work due to Holidays and shall plan work and protection of work accordingly.

Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required, a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

## Bond Requirement and Guarantee

The bidder selected to perform work under this contract is required to provide a Payment and Performance Bond in the full amount of the work awarded. Original signed and sealed copies of bonds shall be provided to the Town prior to the Notice to Proceed being issued.

## Insurance: INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

### A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000    General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3.. Broad Form Property Damage.
- 4. Independent Contractors.

- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by vendor due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

Invoicing: Contractor shall prepare invoicing for payment for completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work that has been completed, inspected and approved as above.

References: Vendor must supply three (3) references where similar work was performed within the last 5 years.

## SAMPLE CONTRACT

THIS AGREEMENT made this \_\_\_\_<sup>th</sup> day of September \_\_, 2022, by and between \_\_\_\_\_ herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for the bid sum of XXXXX XXXXXXXX dollars (\$ XXXXXXXX) and considerations stated herein mutually agree to provide for roofing services as described in RFP 2022-010 Request for Proposals Town of Colchester Road Repair and Paving and submitted response by the contractor. :

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for the Professional services in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester. It is recognized that the general and specific scope of the project is outlined within the Proposal documents.

Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.

Article 3. Contract Documents: The executed contract documents shall consist of the following:

- |                               |  |
|-------------------------------|--|
| a. This Agreement & Bonds     | g. Supplemental Conditions             |
| b. Addenda                    | h. Special Provisions                  |
| c. Invitations for Bids       | i. Technical Specifications            |
| d. Instruction to Bidders RFP | j. Drawings                            |
| e. Signed Copy of Bid         | k. Notice of Award                     |
| f. General Conditions         | j. Proposal Submitted by XXXXXXXXXXXXX |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER:

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

CONTRACTOR:

Attest \_\_\_\_\_ By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Certification of Corporate Contractor

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Contractor herein; that \_\_\_\_\_ who  
signed this Agreement on behalf of the contractor, was then \_\_\_\_\_ of said corporation;  
that said Agreement was duly signed for and on behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Corporation)