

***Invitation to Bid***  
**ITB: #2022-006**

**Stonington Public Works**  
**Sidewalk Construction and Repair**



**Issue Date: February 24, 2022**  
**Bid Deadline: March 24, 2022 @ 2:00pm**

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## **LEGAL NOTICE TO BID**

### **TOWN OF STONINGTON, CONNECTICUT**

### **INVITATION TO BID FOR SIDEWALK CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**February 24, 2022**

Sealed Bids for Sidewalk Construction and Repair throughout the Town of Stonington, CT, will be received by Mr. James Sullivan at the Stonington Town Hall, 3rd Floor Finance Office, 152 Elm Street, Stonington, Connecticut 06378, until **2:00 pm local time on Thursday, March 24, 2022** at which time the Bids received will be opened publicly, and read aloud. Bids submitted after this time will not be accepted. The Project is located throughout the Town of Stonington, CT. The Work is estimated to cost in excess of \$100,000 and will be funded by a State of Connecticut grant, therefore State of Connecticut Prevailing Wage Rates for the work is mandatory for onsite labor. Each bidder must submit a sealed envelope, the outside of which must be clearly marked "**BID#2022-006 ENCLOSED – Sidewalk Construction and Repair,**" and include the bidder's company name and address.

The full Invitation to Bid, and bidding documents, may be obtained on the Town's website, under <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal.

Any addenda to the ITB will be posted to the Town's website along with the CT DAS contracting portal. All firms are responsible for checking for new addenda.

Any questions regarding this bid should be emailed to Barbara McKrell, Director of Public Works at [bmckrell@stonington-ct.gov](mailto:bmckrell@stonington-ct.gov) no later than **3:00 PM on Thursday, March 10, 2022**.

Bids shall be on a lump sum basis. Bids will be compared and evaluated and awarded on the basis of the Total Bid to the lowest responsible and qualified bidder.

The successful Bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders #3, No. 17, 11246, 11375 and 11478. Contractors shall comply with State Statutes concerning Employment and Labor Practices, if applicable, and Section 31-53 of the Connecticut Statutes, as amended (Prevailing Wages).

The Town of Stonington and its Agencies and Commissions is an Affirmative Action/Equal Opportunity employer. Respondents must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, genetic information, veteran status intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Respondent that such disability prevents performance of the work involved. The Town of Stonington complies with all Federal, State, and Local laws governing nondiscrimination in employment in every location in the Town has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Respondents to this ITB agree and warrant that in the performance of the work contemplated under this ITB they will not discriminate or permit discrimination against any person or group of persons. Respondents agree to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.

A completed Bid Form and attachments listed therein must be submitted with the Bid. Bid security shall be furnished in accordance with the Instructions to Bidders. The Bid Security shall be a proposal guaranty bond made in favor of the Town executed by a surety company authorized to do business in the State of Connecticut. Bid Security shall be made payable to Town of Stonington, Connecticut. Bids submitted without Bid Security will not be considered. No Bid may be withdrawn for 60 days after receipt of Bids unless released by the Owner.

Because this is a state funded project, the Town's "LOCAL VENDOR PREFERENCE" policy will not apply to this project.

The Town of Stonington reserves the right to amend or terminate this Invitation to Bid, to reject any or all bidders, to waive and technical or legal deficiencies, to request additional information, to waive any informalities or non-material deficiencies in a response, to determine qualifications exclusively and finally in its sole discretion, to select any firm based on any combination of factors, and the Town's best interests, to negotiate with any firm submitting a bid for different or additional terms, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

The Town of Stonington is an:

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER  
MBE/WBE AND SBE's are encouraged to bid

END OF NOTICE TO BID

# INVITATION TO BID FOR SIDEWALK CONSTRUCTION AND REPAIR

ITB: #2022-006

## TENTATIVE TIMELINE OF THE INVITATION TO BID PROCESS-KEY DATES

**ITB Issue Date:** February 24, 2022

**Final Date to Submit Questions:** March 10, 2022 3:00p.m.

**Final Posting of Responses to Questions:** March 11, 2022 3:00p.m.

**Proposal Closing Date/Time:** March 24, at 2:00 p.m.

**Proposal Closing Place:** Stonington Town Hall, 152 Elm Street, Stonington, CT 06378.

**Proposal Opening Date/Time:** March 24, 2022, at 2:00 p.m.

**Proposal Opening Place:** Finance Department, 152 Elm Street, Stonington, CT 06378.

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### **I. SCOPE OF SERVICES**

**General Description of the Work:** The intent of these specifications is to select an experienced Contractor to construct and repair sidewalks, curbs, driveway aprons, and ADA accessible ramps within the Town of Stonington. Work under this contract shall include all necessary cutting, excavation, materials, tools, labor and equipment incidental to the installation, repair or replacement of bituminous concrete and Portland cement concrete sidewalks and appurtenant work as designated by the Public Works Director or the Public Works Director's authorized agent.

**Duration of Contract for Work:** The award, if made, as a result of this bid shall cover the period from contract award through December 31, 2022. The contract may be extended for two additional one-year periods, covering the periods from January 1, 2023, through December 31, 2023, and January 1, 2024, through December 31, 2024, if mutually agreed upon in writing by both the Contractor and the Town.

**Bid Prices:** Once a contract award has been made all of the Contractor's bid prices shall be held firm throughout the term of the contract and will be construed as all-inclusive. There shall not be any unilateral imposition of additional surcharges for fuel or deliveries.

**Protection:** 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. Special precaution shall be taken to protect the work area from the elements during the course of the project, including the use of tarps or other protective covers as directed by the Director of Public Works. The Contractor shall be responsible for ensuring pedestrian and traffic safety in all work zones.

**Storage and Handling:** 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.

**Cleanup:** Removal of material to be replaced is the responsibility of the Contractor. All accumulated rubbish and debris shall be removed daily from the job site and adjacent areas by the Contractor. 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 it's choosing to do so. In either case, the cost of such cleanup shall be charged to the Contractor.

The Contractor must remove all debris of every description daily, and as the work progresses, leaving the surroundings in a neat and orderly condition to the satisfaction of the Director of Public Works or her designated agent. Upon completion, and before acceptable and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition. Rough grading should occur after forms are removed to avoid tripping hazards.

**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. This includes any existing concrete slabs, curbing, bituminous paving, driveways, sprinkler systems, lawns, shrubs, etc. that are not within the replacement work area identified by the Director of Public Works or the Director of Public Works' designated representative, but are damaged by the Contractor's activities. Such items shall be replaced in kind at the Contractor's expense. All preparation and installation shall be performed in conformance with the manufacturer's guidelines and appropriate building and fire codes.

**Qualifications:** The Contractor shall be engaged in the business of constructing or repairing Portland cement concrete sidewalks and shall also have experience in constructing bituminous sidewalks and driveways. 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 of both concrete and bituminous. 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 and evidence of incorporation/business formation that will satisfy the requirements of this section. The Contractor and the Contractor's employees shall have the required background, license(s), 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.

**Warranty:** All installations shall be guaranteed by the Contractor for one (1) year against any defects. The one-year period shall begin from the date all work on a particular project area is completed and accepted by the Town. In the event that a formal notice of acceptance is not issued by the Town, the check date of final payment for the project area shall be the date of acceptance. The Town shall withhold five percent retainage for the one-year warranty period and prior to the release of the Performance Bond.

**Condition:** All material shall be new and unused prior to installation by the Contractor. All items installed shall be completely and properly functional, and installed to the full satisfaction of the Stonington Public Works Director, before payment will be processed by the Town.

**Subcontractors:** The Contractor shall not subcontract the work without written approval of the Town. A list of any and all subcontractors shall be supplied by the Contractor to the Director of Public Works before work begins. The Town shall have the right to reject any subcontractor(s) and require the Contractor to find an alternative subcontractor. The Town will only contract with one firm for this work. All subcontractors shall have the required background, technical knowledge, equipment and satisfactory prior work history to perform their tasks in a satisfactory manner. All terms and requirements of these Specifications, and any Contract resulting from this Bid, shall also apply to all subcontractors.

**Delivery:** Delivery of items or commencement of project shall be within ten (10) days of Notice to Proceed by the Town.

**Quantities:** The work to be performed under this Section consists of removing and reconstructing bituminous concrete sidewalk, ramps, driveways or curb, and removing and reconstructing damaged Portland cement concrete sidewalk, ramps, driveways or curb at various locations as directed, and in accordance with these Specifications.

The Town's estimate of quantities are shown on the Bid Form, **Exhibit F**, opposite the various items. This estimate is to be considered solely as a basis for comparing the proposals received, and is approximate and not guaranteed in any respect. The Town reserves the right at all times to increase or decrease the amount of work in order to remain within budget or if such action is otherwise deemed to be in the best interests of the Town of Stonington.

**State Standards:** All materials and methods of construction shall be in accordance with the current specifications of the Town of Stonington and the latest Connecticut Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, as amended to include all Supplements posted on the Connecticut Department of Transportation's website. Specifications and sidewalk details are attached.

**Continuity:** Once a work area has been disturbed by the Contractor, work shall be continuous in that area until completion. All repair and replacement, including work at driveway crossings, shall be excavated, prepared and poured or re-paved within seventy-two (72) hours after the commencement of work (weather permitting, as determined by the Director of Public Works). The Director of Public Works, at their sole discretion, may choose to have this work completed by others, at the Contractor's expense, in the event of failure to complete work within this seventy-two (72) hour period. Repeated failure of the

Contractor to complete work within the seventy-two (72) hour period shall be sufficient grounds for the termination of the Contract.

**Trees:** Where roots of trees, branches, regardless of size, or any other obstruction interfere with proper installation of the sidewalk, the Contractor will furnish extra labor and necessary equipment to remove these obstructions as ordered by the Public Works Director or her 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.

**Layout:** The Town will provide the Contractor the listings of locations needing to be repaired or reconstructed. Construction mark out will be provided by the contractor. It shall also be the responsibility of the contractor for the "Call Before You Dig" notifications.

**Protection of the Public, Work, and Property:** The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access in the event driveway 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. The Contractor 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 to the property of the Town, injury or loss of work resulting from lack of reasonable protective precautions, except such as may be the result of 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 Public Works Director or her designated agent. All excavated areas shall be barricaded by the Contractor and lit with electrified flashers during the hours of darkness.

**Suspension for Weather Conditions:** Should the work be carried on late in the year, and in the opinion of the Public Works Director or her 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 Public Works Director or her designated agent, and shall not resume them until ordered to do so by the Public Works Director or her 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.

**Unsatisfactory Performance:** If, in the opinion of the Public Works Director or the Public Works Director's designated agent, the Contractor is not prosecuting the work at a sufficient rate of progress, so as to finish in the time specified, or has abandoned said work or is not complying with the terms and stipulations of the contract and specifications, the Public Works Director or the Public Works Director's designated agent may serve notice on the

Contractor to adopt such methods as will insure the completion of the work in the time specified or in compliance with the terms and stipulations of the contract and specifications.

If, within five (5) days after the Public Works Director or the Public Works Director's designated agent has notified the Contractor that the Contractor's work is not carried on satisfactorily as before mentioned, the Public Works Director shall have the right to annul the Contract and manage the work under the direction of the Director of Public Works or relet, for the very best interest of the Town as a new Contract, the work remaining to be done without in any manner affecting or releasing the bond of the defaulting Contractor. The cost of the work under said new contract, shall be considered extra cost to the Town of the work left undone by the defaulting Contractor, and may be recovered by the Town by calling the original bond.

**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 Stonington harmless from loss when a particular manufacture, produce, or process is specified by the Town of Stonington.

**Permits:** Permits, licenses 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 the Town right-of-way.

The Contractor shall make arrangements with adjacent property owners for such trespass as he may reasonably anticipate in the prosecution of the work. All such arrangements shall be reported in writing to the Director of Public Works.

If this project involves work on a State Highway, the Town 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.

**Inspection of Work:** Concrete must be supplied by a State Certified Vendor. Certificate must be submitted to Town prior to delivery. The Town shall provide sufficient competent Engineering Personnel for supervision of the work. The Director of Public Works and her 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 Director of Public Works or her designated agent, instructions, law ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Director of Public Works or her designated agent timely notice of its readiness for inspection, and if the inspection is by another authority other than the Director of Public Works or her designated agent, of the date for such inspection. Inspections by the Director of Public Works or her 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 Director of Public Works or her designated agent, it must, if required by the Director of Public Works or her 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 Public Works Department 860-535-5055, during normal office hours of 7:30 a.m. to 3:00 p.m.

Re-inspection of any work may be ordered by the Director of Public Works or her designated agent and, if so ordered, the work must be uncovered by the Contractor. If work is found to be in accordance with the Contract Document, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Document, the Contractor shall pay such cost.

The contractor shall notify the Engineering Department for inspections. Inspections will be required to accept the line and grade, forms, stone base, and concrete. If the concrete does not comply with slump specifications, the inspector or agent has the right to reject the load at no expense to the Town. Water will not be allowed to be added to the concrete mix without permission from the inspector.

**Existing Improvements:** The Contractor shall conduct her 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 its 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).

**Traffic and Safety:** The Contractor shall provide such barricades, signs, warning, flagmen or police and shall conduct its work in such a manner so the hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion of the Director of Public Works, 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.

**Property Markers:** Property line pins and concrete bound markers are to be protected during sidewalk construction. Any markers moved or destroyed during construction are to be reset by a State of Connecticut Licensed Land surveyor at the Contractor's expense.

**Liquidated Damages:** The contractor agrees to pay the Owner liquidated damages in the amount of one hundred dollars (\$100.00) per day for each day of delay over and above the completion date specified in this contract. If the Contractor ceases operation for ten (10) working days cumulative or consecutive, the owner shall reserve the right to consider the contract void and the performance bond shall be forfeited to the Town of Stonington.

**Assignments:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided therein, or of his right, title or interest therein, to any person, firm partnership or corporation without the written consent of the Town. If any part of the work is sublet, sold, transferred assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

**Unit Prices:** The prices herein shall be made a part of the 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.

**Completion Date:** The Contractor shall have sixteen (4) weeks to complete the first phase of work from the date of the Town's written Notice to Proceed. A written request for extension due to unusual circumstances may be granted by the Director of Public Works.

**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 Director of Public Works. If work is authorized, then inspection will be required at the Contractor's expense.

## **II. TERMINATION OF CONTRACT**

All work done as a result of this bid shall be completed to the satisfaction of the Public Works Director. The Town 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 Public Works Director. 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 Public Works Director, the Town of Stonington reserves the right to engage other Contractors and to charge the difference or extras in cost, if any, or to recover in bond.

## **III. INQUIRIES**

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this ITB must be submitted to Barbara McKrell, Director of Public Works at [bmckrell@stonington-ct.gov](mailto:bmckrell@stonington-ct.gov), via email no later than **3:00 PM on March 10, 2022**, with copy to James Sullivan, Director of Finance, Town of Stonington, at [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov).

The Town will answer all relevant written questions by issuing one or more addenda, which shall become part of this INVITATION TO BID.

## **IV. SUBMISSION OF PROPOSALS**

**General Requirements:** Respondents are asked to provide Proposals for the scope of work in accordance with all the terms and specification contained herein.

***Respondents shall submit one (1) original and two (2) hard copies and one (1) electronic copy (a compiled Adobe PDF file) of their submittals.***

Proposals shall contain the following at a minimum:

1. A brief qualification statement that demonstrates the technical expertise to provide the services with the specifications outlined in this request.
2. A list of projects (3 minimum) with similar scope shall be provided, along with contacts identified for references.
3. A schedule indicating the time to deliver all requested goods and/or services.
4. Exhibits:
  - A) Proposer's Legal Status Disclosure Form
  - B) Proposer's Non-Collusion Affidavit Form
  - C) Proposer's Statement of References Form
  - D) Required Disclosures
  - E) Affirmative Action Affidavit
  - F) Bid Form
  - G) COI with Insurance Limits specified in Exhibit G

## **V. SELECTION PROCESS AND CRITERIA**

Proposals will be evaluated on their qualifications and value by the Director of Public Works or her appointees using the following criteria:

1. Bid proposal adherence to technical specifications.
2. Ability to deliver goods and services in a timely fashion.
3. Proposed project schedule.
4. Value of proposed fees.
5. Compliance/completion with/of submission requirements noted above in Section IV.

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 most beneficial to the Town and disregard the other.

Notice of acceptance of bid will be given to the successful bidder by the Town by email to the bidders' email address as stated on the Bid Form. If, within ten (10) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful bidder shall fail or refuse to deliver the Performance and Labor & Material Payment Bonds properly executed, Bidder's Bid and Acceptance, at the option of the Town, shall become null and void. The Bidder shall forfeit to the Town, as liquidated damages for such failure or refusal, the Bid Bond accompanying this Bid, and the Town may proceed to accept another of the Bids.

Following award by the Town and the signing of a Contract, the Contractor shall start work under the Contract and shall continue to completion with all practical dispatch and regularity. Work shall be started and completed within times which Contractor has stated in the Contract.

## **VI. GENERAL TERMS AND CONDITIONS**

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the proposed services in the best interest of the Town.
2. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected firm or team.
3. The Selected firm shall guarantee to provide the goods and/or services at the price of the proposal for a period of not less than sixty (60) days from the deadline for submission of proposals.
4. Unless otherwise stated, Payment Requests are to be submitted no more than once per month. Each Payment Request shall be signed by the Selected firm and shall constitute the Selected firm's representation that quantity of work has reached the level for which payment is requested, and that the Selected firm knows no reason why payment should not be made as requested. The Payment Request shall include an itemization of all services provided, including unit list price, net price, extensions and total amount due. The Town shall approve by signature the amount that, in the opinion of the Town, is properly owing to the Selected firm.

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 Public Works Director, as determined by inspection of the completed project the Director of Public Works or her designated agent, and upon submission of an invoice to the Town of Stonington Finance Department, 152 Elm Street, Stonington CT 06378. 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 Director of Public Works will make a check of the Contractor's monthly requisitions for partial payments to arrive at an estimate such as, in the Director of Public Works' 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. In making such partial payments for the work, there shall be deducted five percent (5%), for retainage, of the estimated amount of each payment to be retained by the Town until after completion of the entire contract in an acceptable manner. The retainage will be kept for a one-year period after acceptance of the project as a guarantee. It is recommended that measurements of work be done with the Director of Public Works or her agent before the estimate is submitted.

5. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.
6. Town is exempt from all sales and Federal excise taxes.

7. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.
8. Unless otherwise specified all costs listed are firm for the term of the contract.
9. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to the Invitation to Bid.
10. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.
11. Failure of the Contractor to adhere to the specifications, prices, terms and/or conditions of its Agreement with the Town may preclude the Contractor, at the Town's sole discretion, from bidding on future Town bids, in addition to any action that the Town may take as a result of the Contractor's failure to perform.

**AWARD TO OTHER THAN THE APPARENT LOW BIDDER:** The Town of Stonington reserves the right to award the work to a proposer other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Stonington.

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYERS  
MBE/WBE AND SBE'S ARE ENCOURAGED TO BID**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**VII. STANDARD INSTRUCTIONS TO PROPOSERS**

**INTRODUCTION**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this INVITATION TO BID. **Proposers are prohibited from contacting any Town employee, officer or official concerning this INVITATION TO BID, except as set forth in Section 3, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this INVITATION TO BID, these Standard Instructions to Proposers shall prevail.

**1. RIGHT TO AMEND OR TERMINATE THE INVITATION TO BID OR CONTRACT**

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this INVITATION TO BID if the Town determines it is in the Town's best interest. Any such action shall be affected by a posting on the Town's website, <http://www.stonington-ct.gov/bids-rfps> and/or the [CT DAS Contracting Portal](#). **Each proposer is responsible for checking the Town's website and CT DAS Contracting Portal to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**

**2. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received, by the date and time noted in the INVITATION TO BID prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) hard copies, along with a digital copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words **"BID#2022-006 ENCLOSED – Sidewalk Construction and Repairs"**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal fee must be submitted on the Bid Form included in this INVITATION TO BID, see **Exhibit F**. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal fee must

be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this INVITATION TO BID.

### **3. QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this INVITATION TO BID are to be submitted **only in writing via email** and directed **only to**:

Barbara McKrell, Director of Public Works

Email: [bmckrell@stonington-ct.gov](mailto:bmckrell@stonington-ct.gov)

Proposers shall copy Mr. James. Sullivan, [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov) as well.

**Proposers are prohibited from contacting any Town employee, officer or official concerning this INVITATION TO BID other than the designated official noted above. A proposer’s failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than the date specified under the time line. That representative will confirm receipt of a proposer’s questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this INVITATION TO BID and the resulting Contract, containing all questions received and answers provided.

The Town will post any addenda on Town’s website, <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal. **Each proposer is responsible for checking the websites to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this INVITATION TO BID, and no proposer shall rely on any alleged oral statement.

### **4. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to

clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

## **5. COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

## **6. OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town's property and will not be returned to proposers.

## **7. FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

## **8. REQUIRED DISCLOSURES**

Each proposer must, in its Required Disclosures Form, see **Exhibit D**, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

## **9. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References Form included in this INVITATION TO BID, see **Exhibit C**.

## **10. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this INVITATION TO BID, see **Exhibit A**.

## **11. PERFORMANCE SECURITY**

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond in amounts equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of the Contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials, equipment and all other incidentals in connection with this contract. The Surety on such a bond shall be satisfactory to the Owner and the cost of the same shall be borne by the Contractor. Prior to the starting of any work, the bonds must be approved by the Owner and be in the Owner's hands. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut Insurance Commissioner and which have an A.M. Best's rating of A-VII or better, and shall remain in effect through the guarantee period. These bonds shall clearly state that on default by the Contractor the surety company shall pay all liabilities associated with this work that are outstanding.

## **12. PROPOSAL (BID) SECURITY**

Each bid must be accompanied by a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the bid. Such bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut Insurance Commissioner and which have an A.M. Best's rating of A-VII or better.

## **13. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this INVITATION TO BID and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this INVITATION TO BID, including but not only any addenda posted on the Town's website and/or CT DAS Contracting Portal, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this INVITATION TO BID or the provision of goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this INVITATION TO BID, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

## **14. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes.

Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1).  
Federal Tax-Exempt number will be provided to the selected firm prior to execution of contract.

## **15. INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB, as delineated in **Exhibit G**. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy. A sample Certificate of Insurance should be submitted with bid proposal.

## **16. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this INVITATION TO BID. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this INVITATION TO BID to any combination of separate proposals or proposers.

The Town will select the lowest responsible proposer, meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

## **17. NONRESIDENT CONTRACTORS**

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of

Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract, they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

**or**

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

## **18. COMPLIANCE WITH LAWS**

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

### **Immigration Laws**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

### **Non-Discrimination and Affirmative Action**

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

### **Connecticut's Prevailing Wage Law Provision**

This project is subject to prevailing wage rates, as so the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is \$400,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is \$100,000 or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

### **Executive Orders**

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17,

2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

### **Occupational Safety and Health Administration Requirement**

According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

### **19. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit Form that is part of this INVITATION TO BID, see **Exhibit B**.

### **20. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

#### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the INVITATION TO BID or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance.

Nothing in this section shall obligate the successful proposer to indemnify the Town or its Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town or its Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful

proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town or its Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the

Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

e. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

f. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

g. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

h. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

i. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

j. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

k. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**21. LOCAL VENDOR PREFERENCE -N/A Not to Be Used**

**22. 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 ensure 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.

**23. QUALIFICATIONS OF BIDDER**

The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF STONINGTON, CONNECTICUT**  
**INVITATION TO BID FOR SIDEWALK**  
**CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**VIII. SPECIAL PROVISIONS FOR SIDEWALK CONSTRUCTION AND REPAIRS**

- A. The intent of these specifications is to obtain a Contractor for sidewalk, ramp, driveway and curb installation and repair at various locations throughout the Town of Stonington. Sites are yet to be determined. The nature of the repairs will be raising, lowering, removing and replacing existing slabs and new construction. The Town will attempt to parcel the work in lots, by street, in order to minimize the inconvenience to the successful bidder. All work done under these specifications is to be accomplished in accordance with these specifications, or the State of Connecticut Department of Transportation's Standard Specifications for Roads, Bridges, and Incidental Construction, Form 818 dated 2020, as amended, plus any supplemental specifications thereto of the latest date posted on the State of Connecticut Department of Transportation's website (if a conflict exists with the Town's specifications, the Town's specifications shall govern).
- B. The Contractor shall be prepared to start work within the specified time and have adequate labor, materials, and equipment available to dedicate to this project to insure completion within the specified time frame.
- C. Contract limit lines for all work are one foot beyond the edge of walk unless otherwise identified by the Director of Public Works or her designated agent. Any areas disturbed outside this area by the Contractor are the responsibility of the Contractor.
- D. Payment for construction and repair will be for the following bid items and units of measurement:

**ITEM**

- 1. Install bituminous concrete aprons and patches per square yard
- 2. Install new 5 (five) inch Portland cement concrete sidewalk per square foot (Existing Base)
- 3. Install new 5 (five) inch Portland cement concrete sidewalk per square foot (New Base)
- 4. Install new 5 (five) inch Portland cement concrete sidewalk with monolithic concrete curb per square foot.
- 5. Install new 8 (eight) inch Portland cement concrete driveway per square foot (Existing Base)
- 6. Install new 8 (eight) inch Portland cement concrete driveway per square foot (New Base)
- 7. Install new 8 (eight) inch Portland cement concrete Handicap Ramp with Tactile Warning Pad per square foot (Complete)
- 8. Install new Portland cement concrete curb per linear foot
- 9. Processed Gravel Base, per cubic yard
- 10. Application of "Saltguard" water and salt barrier per square foot

## **ITEM 1: Install Bituminous Concrete Aprons and Patches**

### **SCOPE OF WORK**

Work under this item shall consist of constructing bituminous concrete aprons and patches constructed on a processed stone aggregate base course. Work under this section shall include saw cutting, removal and disposal of excess and bituminous concrete material, proper base compaction and installation of a Class 2 bituminous concrete to a compacted depth of 2 inches and shall be paid at the bid unit price per square yard.

### **MATERIALS**

Materials for the construction of aprons and patches shall conform to Form 818, Section 9.22.02, except that:

A. Base material shall be “Processed Gravel Base” base conforming to requirements of sub-articles M.05.01-01 “Processed Gravel Base”. Reclaimed Processed gravel or processed gravel base will not be accepted.

B. Suitable subbase material shall be bank or crushed gravel meeting the applicable provisions of Section M.02.02.1 grading A per M.02.06 Form 818, and/or approved by the Engineer.

C. Tack coat material shall conform to Form 818, Section M.04.01.

### **CONSTRUCTION METHODS**

All bituminous concrete construction shall be excavated or filled 10 inches below finished grade and extended 3 inches minimum beyond the outside edges of the proposed walk, drive or bituminous concrete lip curbing (if curbing is installed). The subbase shall be properly graded to form a uniform base, and shall follow a true line and cross-section 10 inches below the finished grade of the pavement. Any material, which, in the opinion of the Engineer, is unsuitable to receive the base material, shall be excavated, removed, disposed and replaced with suitable material and compacted as approved by the Engineer. Leveling material used to fill ruts, holes or irregularities in the subbase is the responsibility of the Contractor and is considered part of this item. The base shall be 8 inches of “Processed Gravel Base” as specified and shall be compacted in two 4-inch lifts utilizing a roller weighing a minimum of 2,000 pounds. Compaction shall be uniform and the surface of the base shall follow a true line and cross section 2 inches below the finish grade of the walk/drive. At any point where new pavement will match existing pavement, the existing pavement shall be saw cut vertically to a smooth edge and a tack coat shall be applied, and after placement of the pavement, the joint shall be sealed with a hot asphalt material, AC-20 or approved equivalent. The bituminous concrete shall be placed, and compacted to a depth of 2 inches using a roller weighing a minimum of 2,000 pounds.

## MEASUREMENT

Measurement for this item will be based on the number of square yards completed and accepted in place. This area shall include the area under and beyond the back of the bituminous concrete lip curbing.

## PAYMENT

Payment for this item will be based on the contract unit price per square yard including all labor, excavation, backfill, disposal of surplus material, materials, tools, testing, lawn restoration and equipment necessary to complete the work as specified.

PAY ITEM	PAY UNIT
Bituminous Concrete aprons and patches	S. Y.

## **ITEM 2: Install New 5 (five) inch Portland Cement Concrete Sidewalk (Existing Base)**

### SCOPE OF WORK

Work under this item shall include all work necessary to install the sidewalk and to obtain finished grades adjacent to the walk. Payment will be made at the bid unit price per square foot for installing 5 (five) inch cement concrete sidewalk, which price shall include all labor, saw cutting, root cutting disposal, materials, backfilling, tools, equipment and incidentals thereto.

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, removed cement concrete sidewalk slabs, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

### MATERIALS

Concrete shall conform to Form 818, Section M.03 and be six percent (6%) Air-entrained Class "F" 1:2:3 with ¾ inch stone with a minimum compression strength of 4000 psi. Concrete shall be placed at a slump of no greater than 3 inches and shall only be placed when suitable temperatures prevail. (See Town of Stonington Sidewalk Specifications and Details attached)

### CONSTRUCTION METHODS      Partial Reconstruction

#### 1.      Excavation

After inspection and approval by the Inspector, the method of construction for areas of sidewalk designated as partial reconstruction shall be as follows:

The sidewalk shall be saw cut to a smooth vertical edge prior to removal. Leveling material used to fill ruts, holes or irregularities in the base is the responsibility of the Contractor and is considered part of this item. The leveling material shall be "Processed Gravel Base" (Approximately 1" processed gravel base throughout the length of the walk to be replaced). base as specified and shall be compacted with at least two (2) passes of a motor driven vibratory compactor. Compaction shall be uniform and the surface of the base shall follow a true line and cross-section 5 inches below the finish grade of the walk.

Material used shall be "Processed Gravel Base". It shall be placed meeting Town specifications in one leveling course not to exceed 4" and compacted thoroughly by suitable machinery. Sections of walk requiring leveling courses in excess of 4" will be required to meet the specifications of "Install new 5 (five) inch Portland cement concrete per square foot (Complete)". Work under this item shall include removal and disposal of existing or unsuitable material, installation of processed gravel base, all labor materials, tools, and equipment incidental thereto and be paid at the bid unit price per square foot of materials placed.

Reclaimed processed gravel base will not be accepted.

## 2. Forms

Forms shall be of metal, straight and of sufficient strength to resist springing from impact. The form shall be of minimum depth equal to that of the sidewalk and shall be securely staked, braced and held firm to the line and grade and shall be tight to prevent leakage. All forms shall be cleaned and oiled each time they are used for a pour. The cross-slope of the sidewalk shall be ¼ inch per foot pitching toward the road or as directed by the Director of Public Works or her agent to meet existing conditions.

The use of wood forms in place of metal forms must be approved by the Director of Public Works prior to the wood arriving on site. If wood forms are approved, they shall conform to the following:

For 5-inch-thick sidewalk, 2" x 6" wood may be used for forms, however, 2" x 4" or 5/4 x 4 forms will not be permitted. Radii may be formed with plywood if properly pinned and supported.

Prior to the placement of concrete in the forms, the sub grade shall be thoroughly dampened so that it is moist throughout, but without puddles of water. When the concrete has been placed in the forms, struck off to grade and allowed to partially set (when all the water and water sheen has left the surface), said time not to exceed one (1) hour, the surface shall be floated with a wooden float. After floating, the surface shall be floated with a steel trowel until a smooth even surface is obtained, and then it shall be broomed to satisfactory finish with a fine bristle broom. Care shall be taken not to bring an excess of sand or water to the surface by over brooming. Tooled joints (depth = one-fourth the sidewalk depth) shall be formed every five (5) feet with a jointing tool. A jointer shall be used to form a rounded edge not exceeding ¼ inch radius at all surface edges. Joint marks shall be troweled off to leave a smooth uninterrupted or marked surface over the entire sidewalk.

## 3. Premolded Joint Material

Premolded joint material shall be Kork Pak, Proflex, Reflex or an equivalent approved by the Engineer. Expansion joints shall be placed every 15 feet from the beginning and at the end of every pour and where 5-inch-thick walk meets 8-inch-thick walk. Expansion joints shall be placed in the forms before concrete is poured and will not be permitted to be pushed through wet concrete.

## 4. Curing Materials

Curing covers shall be cotton mats, waterproof paper, or liquid membrane curing compound.  
Lighted barricades shall be placed around new walks and all excavations at the end of the work day.  
 Adjustments to curbing and relocation of signs, mailboxes or fences shall be included in the general cost of the work. Waterproof paper shall be double sheet, bituminous cemented Kraft Paper, reinforced in both directions and conforming to the requirements of AASHTO M-139.  
 Polyethylene (i.e., Plastic) Sheeting shall not be allowed under any circumstances.  
 Liquid membrane-forming compound shall be white pigmented and conform to Form 818, Section M.03.01-10(c).

5. Payment

Payment for this item will be based on the contract unit price per square foot for 5-inch sidewalks, Complete Reconstruction including all labor, materials, tools, backfilling, and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
5" Portland Cement Concrete Sidewalk (Partial)	S. F.

**ITEM 3: Install New 5 (five) inch Portland cement concrete sidewalk (New Base)**

SCOPE OF WORK: (See "Scope of Work" under ITEM 2)

MATERIALS: (See "Materials" under ITEM 2)

CONSTRUCTION METHODS: Complete Reconstruction

1. Excavation (See "Excavation" under ITEM 2)

All proposed 5-inch walks shall be excavated 11 inches below and parallel to the finished grade of the walk. Excavation shall extend three (3) inches minimum and six (6) inches maximum outside the edges of the proposed walk. Ledge rock encountered within thirteen (11) inches of the finished walk grade shall be removed. After completion of excavation, and prior to placing of base material, the sub-base shall be compacted by at least two (2) passes of a motor driven vibratory compactor; should the sub-base appear soft and yielding, this material shall be removed to firm ground with a maximum depth of twenty-five (25) inches below finished grade as ordered by the Engineer. The sub-grade shall then be re-compacted as herein before specified.

The sidewalk shall be saw cut to a smooth vertical edge prior to removal. At any point where new concrete sidewalk will match existing concrete sidewalk, an isolation joint shall be used complete with dowels drilled to 8 inches.

2. Forms (See "Forms" under ITEM 2)

3. Pre-molded Joint Material (See "Pre-molded Joint Material" under ITEM 2)

4. Curing Materials (See "Curing Materials" under ITEM 2)

5. Payment

Payment for this item will be based on the contract unit price per square foot for 5-inch sidewalks, Complete Reconstruction including all labor, materials, tools, backfilling, and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
5" Portland Cement Concrete Sidewalk (Complete)	S. F.

**ITEM 4: Install New 5 (five) inch Portland Cement Concrete Sidewalk with Monolithic Concrete Curb.**

SCOPE OF WORK (See "Scope of Work" under ITEM 2)

MATERIALS (See "Materials" under ITEM 2)

CONSTRUCTION METHODS Complete Reconstruction

1. Excavation (See "Excavation" under ITEM 3)
2. Forms (See "Forms" under ITEM 2)
3. Pre-molded Joint Material (See "Pre-molded Joint Material" under ITEM 2)
4. Curing Materials (See "Curing Materials" under ITEM 2)
5. Payment

Payment for this item will be based on the contract unit price per square foot for 5-inch sidewalks, Complete Reconstruction including all labor, materials, tools, backfilling, and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
5" Portland Cement Concrete Sidewalk (Complete)	S. F.

**ITEM 5: Install new 8 (eight) inch Portland Cement Concrete Driveway (Existing Base)**

SCOPE OF WORK

Work under this item shall include all work necessary to install the driveway and to obtain finished grades adjacent to the driveway. Payment will be made at the bid unit price per square foot for

installing 8 (Eight) inch cement concrete driveway, which price shall include all labor, saw cutting, root cutting disposal, materials, backfilling, tools, equipment and incidentals thereto.

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, removed cement concrete driveway slabs, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

**MATERIALS:** (See “Materials” under ITEM 2)

**CONSTRUCTION METHODS** Partial Reconstruction

1. Excavation (See “Excavation” under ITEM 2)
2. Forms: (See “Forms” under ITEM 2)

At driveways where 8-inch-thick driveway is to be installed, 2” x 8” wood forms may be used provided the driveway is formed to the full depth. Radii may be formed with plywood if properly pinned and supported. All driveway installations shall include 6”x 6” No. 8 gauge welded wire fabric and shall be installed 1/3 the thickness from the base.

3. Pre-molded Joint Material (See “Pre-molded Joint Material” under ITEM 2)
4. Curing Materials (See “Curing Materials” under ITEM 2)
5. Payment

Payment for this item will be based on the contract unit price per square foot for 8-inch driveways, Complete Reconstruction including all labor, materials, tools, backfilling, and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
8” Portland Cement Concrete driveway (Partial)	S. F.

**ITEM 6: Install New 8 (Eight) inch Portland Cement Concrete Driveway (New Base)**

**SCOPE OF WORK**

Work under this item shall include all work necessary to install the driveway and to obtain finished grades adjacent to the driveway. Payment will be made at the bid unit price per square foot for installing 8 (Eight) inch cement concrete driveway, which price shall include all labor, saw cutting, root cutting disposal, materials, backfilling, tools, equipment and incidentals thereto.

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, removed cement concrete driveway slabs, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

MATERIALS (See “Materials” under ITEM 2)

CONSTRUCTION METHODS Complete Reconstruction

1. Excavation:

All proposed 8-inch driveways shall be excavated 14 inches below and parallel to the finished grade of the walk. Excavation shall extend three (3) inches minimum and six (6) inches maximum outside the edges of the proposed walk. Ledge rock encountered within thirteen (14) inches of the finished walk grade shall be removed. After completion of excavation, and prior to placing of base material, the sub-base shall be compacted by at least two (2) passes of a motor driven vibratory compactor; should the sub-base appear soft and yielding, this material shall be removed to firm ground with a maximum depth of twenty-five (25) inches below finished grade as ordered by the Engineer. The sub-grade shall then be re-compacted as herein before specified.

Material used shall be “Processed Gravel Base”. It shall be placed meeting Town specifications in two separate lifts of 4” and compacted thoroughly by suitable machinery. Work under this item shall include removal and disposal of existing or unsuitable material, installation of processed gravel base, all labor materials, tools, equipment and incidental thereto and be paid at the bid unit price per square foot of materials placed.

Reclaimed “Processed Gravel Base” will not be accepted.

The sidewalk or sidewalk shall be saw cut to a smooth vertical edge prior to removal. Compaction shall be uniform and the surface of the base shall follow a true line and cross-section 14 inches below the finish grade of the driveway.

2. Forms (See “Forms” under ITEM 2)

At driveways where 8-inch-thick driveway is to be installed, 2” x 8” wood forms may be used provided the driveway is formed to the full depth. Radii may be formed with plywood if properly pinned and supported. All driveway installations shall include 6”x 6” No. 8 gauge welded wire fabric and shall be installed 1/3 the thickness from the base.

3. Pre-molded Joint Material (See “Pre-molded Joint Material” under ITEM 2)

4. Curing Materials (See “Curing Materials” under ITEM 2)

5. Payment

Payment for this item will be based on the contract unit price per square foot for 8-inch sidewalks, Complete Reconstruction including all labor, materials, tools, backfilling, wire reinforcement and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
8" Portland Cement Concrete Driveway (Complete)	S. F.

**ITEM 7: Install New 8" (eight) Portland Cement Concrete Handicap Ramp with tactile warning pad per square foot.**

This item is for locations where a proposed handicap ramp or existing non-conforming ramp meets existing bituminous concrete pavement.

**SCOPE OF WORK**

Work under this item shall include all work necessary to install the Handicap Ramp and to obtain finished grades adjacent to the ramp. Payment will be made at the bid unit price per square foot for installing 8 (Eight) inch Portland Cement Concrete Handicap Ramp with tactile warning pad, which price shall include all labor, saw cutting, root cutting, disposal, materials, backfilling, warning pad tools, equipment and incidentals thereto.

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, removed cement concrete sidewalk slabs, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

Work under this item shall conform to State of Connecticut Department of Transportation Sidewalk Ramps Sheets 1 - 10. Work under this item shall include all excavations, labor, materials, install & compacted processed stone base, pavement patching, curbing, Detectable Warning Strips and equipment. Payment will be made at the bid unit price per square foot.

This item shall include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details to be provided by the Director of Public Works or her agent.

The Detectable Warning Strip shall be a prefabricated detectable warning surface tile as manufactured from Engineered Plastics Inc., 300 International Drive, Suite 100, Williamsville, NY 14221, telephone number (800) 682-2525 or an approved equal from ADA Fabricators, Inc., P.O. Box 179 North Billerica, MA 01862 telephone number (978) 262-9900, if approved by the Director of Public Works. The tile shall conform to the dimensions provided by the Director of Public Works or her agent and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144, or approved equal.

The Detectable Warning Strip shall be set directly in poured concrete according to the manufacturer's specifications or as directed by the Director of Public Works or her agent. The Contractor shall place two 25-pound concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

The Detectable Warning strip will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the bid unit price for this item.

MATERIALS (See “Materials” under ITEM 2)

CONSTRUCTION METHODS Complete Reconstruction

1. Excavation:

All proposed 8-inch Handicap Ramps shall be excavated 14 inches below and parallel to the finished grade of the walk. Excavation shall extend three (3) inches minimum and six (6) inches maximum outside the edges of the proposed walk. Ledge rock encountered within thirteen (14) inches of the finished walk grade shall be removed. After completion of excavation, and prior to placing of base material, the sub-base shall be compacted by at least two (2) passes of a motor driven vibratory compactor; should the sub-base appear soft and yielding, this material shall be removed to firm ground with a maximum depth of twenty-five (25) inches below finished grade as ordered by the Engineer. The sub-grade shall then be re-compacted as herein before specified.

Material used shall be “Processed Stone Aggregate”. It shall be placed meeting Town specifications in two separate lifts of 4” and compacted thoroughly by suitable machinery. Work under this item shall include removal and disposal of existing or unsuitable material, installation of processed stone base, all labor materials, tools, equipment and incidental thereto and be paid at the bid unit price per square foot of materials placed.

Reclaimed Processed gravel base will not be accepted.

2. Forms (See “Forms” under ITEM 2)

At driveways where 8-inch-thick sidewalk is to be installed, 2” x 8” wood forms may be used provided the sidewalk is formed to the full depth. Radii may be formed with plywood if properly pinned and supported. All driveway installations shall include 6”x6” No. 8 gauge welded wire fabric and shall be installed 1/3 the thickness from the base. Wire chairs or concrete brick (min. 5000 psi.) will be utilized to achieve proper height of wire.

3. Pre-molded Joint Material (See “Pre-molded Joint Material” under ITEM 2)

4. Curing Materials (See “Curing Materials” under ITEM 2)

5. Payment

Payment for this item will be based on the contract unit price per square foot for 8-inch Portland Cement Concrete Handicap Ramp with Tactile Warning Pad. Complete Reconstruction including all labor, materials, tools, backfilling, lawn restoration tactile warning pad, wire reinforcement curbing and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
Install new 8” Portland Cement Concrete Handicap Ramp with tactile warning pad	S. F.

## **ITEM 8: Install New Portland Cement Concrete Curb**

### SCOPE OF WORK

Work under this item shall include all work necessary to install the curb and to obtain finished grades adjacent to the curb. Payment will be made at the bid unit price per linear foot for installing Portland Cement Concrete Curb which price shall include all labor, saw cutting, root cutting disposal, materials, backfilling, tools, equipment and incidentals thereto.

It shall be the responsibility of the Contractor to find an approved location to dispose of all surplus excavated materials, removed bituminous concrete pavements, removed cement concrete curb, stumps and unsuitable material.

The Contractor shall notify the Town of the approved disposal location to be utilized prior to commencing work under this contract.

### MATERIALS (See “Materials” under ITEM 2)

### CONSTRUCTION METHODS Complete Reconstruction

1. Excavation (See “Excavation” under ITEM 3)
2. Forms (See “Forms” under ITEM 2)
3. Pre-molded Joint Material (See “Pre-molded Joint Material” under ITEM 2)
4. Curing Materials (See “Curing Materials” under ITEM 2)
5. Payment

Payment for this item will be based on the contract unit price per square foot for 5-inch sidewalks, Complete Reconstruction including all labor, materials, tools, backfilling, lawn restoration and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
Portland Cement Concrete Curb	L. F.

## **ITEM 9: Processed Gravel Base**

This item will be determined in the field by the Director of Public Works or her agent. In areas where leveling material is needed, unsuitable base material is encountered, or tree roots have been removed, a new base shall be prepared.

### SCOPE OF WORK

Work under this item shall include all work necessary to remove and dispose of existing or unsuitable material, install the Processed gravelstone and to level or obtain finished grade for the installation of subsequent Portland cement and/or bituminous concrete.

Base must be excavated to 14" below finished grade for 5", 8" and Handicap Portland Cement concrete walk, 8" below finished grade for bituminous concrete walk, 8" below for bituminous concrete and a variety of depths for partial construction items. It shall be placed meeting Town specifications in two separate lifts of 4" and compacted thoroughly by suitable machinery with a minimum of 2 (two) passes per lift.

#### MATERIALS

Material used shall be processed stone aggregate. All material under this item shall conform to the requirements of Subarticles M.05.01-1, M 05.01-2 and M 05.01-3.

#### METHOD OF MEASUREMENT

The quantity of material will be field verified by the Director of Public Works prior to the installation of the surface treatment (bituminous/Portland concrete). The material will be measured during installation or after utilizing random inspection borings to verify depth. The Contractor will refill and re-compact the inspection boring holes at no additional cost. The Contractor shall provide receipts from the supplier showing the quantity of stone for additional verification. These receipts shall be provided to the Town within one week of installation.

#### DETERMINATION OF THICKNESS

The thickness shall vary and be determined by the site conditions that prevail. It is the Contractor's responsibility to notify the Director of Public Works (request for approval) prior to excavation and installation of Processed gravel in excess of the thickness of a leveling course (+/- 1" thickness). There will be no adjustment in quantity (addition) and no reimbursement for the Contractor where Processed gravel has been placed (in excess of leveling) without the prior approval of the Director of Public Works.

#### PAYMENT

Payment for this item will be based on the contract unit price per ton for Processed gravel Stone including all labor, materials, tools, and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
Processed Gravel Base	C.Y.

## **ITEM 10: Saltguard**

### **SCOPE OF WORK**

This section covers the furnishing of all labor, material, tools and equipment necessary to properly complete the application of “Saltguard” including, but not limited to, procuring, preparing, spraying, and cleanup required for the sidewalk slabs as marked on the plans or in the field.

The Contractor shall notify the Town of the application time (to coordinate inspection) prior to commencing work under this contract.

### **MATERIALS**

The concrete sidewalk shall be sealed with Consolideck Saltguard WB by ProSoCo, Inc., 3741 Greenway Circle Lawrence, Kansas 66046, telephone number (800) 255-4255 or approved equal. The sealant shall meet the test requirements outlined in NCHRP 244, ASTM E 514 and ASTM C 672.

### **CONSTRUCTION METHODS**

The surface should be clean or cleaned as specified to the manufacturer’s specifications. It is the Contractor’s responsibility to apply the product in the appropriate amounts, temperature and moisture given the environmental factors and physical constraints.

### **METHOD OF MEASUREMENT AND PAYMENT**

Measurement for this item will be based on the number of square feet completed and accepted in place. This area shall include the face of monolithic curbs, the wings of handicap ramps and the sides of walks to remain exposed (no backfill) in winter months.

### **PAYMENT**

Payment for this item will be based on the contract unit price per square foot including all labor, materials, tools, and equipment necessary to complete the work as specified.

PAY ITEM	UNIT
Saltguard	S.F.

**END OF SPECIAL PROVISIONS**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**IX. TOWN OF STONINGTON SIDEWALK SPECIFICATIONS**

The following are the Town of Stonington's general sidewalk specifications required of all contractors performing sidewalk work within Town limits, including those adding sidewalks as part of new roads, etc. Although not developed specifically for this bid, they are incorporated as part of the bid requirements and Contract Documents.

Note: Before concrete is ordered, notify Director of Public Works Department (Phone 860-535-5055) for required inspection.

Forms:

Forms are to be made of standard steel construction or if necessary 2" x 6" wood. 2" x 4" wood forms are not permitted. 2" x 8" wood forms could be used when crossing a driveway. 8" sidewalk to be formed to full depth.

Expansion joints must be placed every 15' from the beginning and end of every pour and where the 5" deep concrete meets the 8" deep concrete.

Expansion joint material (Korkpac or equal) must be 1/2" x 5".

Expansion joints are to be placed in forms before concrete is poured. Joints must not be pushed through wet cement. The steel bars are to be asphalt dipped or foil covered at both ends through expansion joint. This whole assembly is to be placed in forms before pour. Forms must be sprayed with oil and stone base wet down.

Cross slope for a 4' walk is 1" slope toward gutter unless approved otherwise. Slope for handicap ramp is to be a maximum of 1" per foot.

Sidewalk radii may be formed with plywood or flexible metal if properly supported and pinned. Forms must remain in place for 48 hours for commercial drives or high early strength concrete may be used if next day access is desired.

At least one lane of access must be open to traffic at all times.

Concrete and Stone Base:

Concrete must be Class "F" 1:2:3 with 60% - 3/4" stone and 40% - 1/2-inch stone. A minimum strength of 4000 psi is needed. Process stone must be 8" deep, compacted every 6". The concrete must be 5" deep. The processed stone shall meet Conn. D.O.T. specifications Form 818 and must be pre-approved by the Director of Public Works before placement.

NOTE: When crossing a driveway, the material depths are different.

The crushed process stone must be 5” deep across driveway.

6” x 6” No. 8 gage welded wire matting must be placed over stone. Concrete must be 8” deep across a driveway.

Concrete must be able to pass a slump test. Allowable slump is between 1 ½” and 3”. Compacted stone should be sprayed with water before concrete is poured. Concrete will be broom finished.

No water is to be added to the mix without Director of Public Works or her designated agent’s approval.

#### Curing Covers:

Acceptable covers are cotton curing mats, waterproof paper or liquid membrane – forming curing compound.

Lighted barricades should be placed around new walks and all excavations at end of day’s work. Any work destroyed by weather or by vandals will not be accepted and Contractor will be responsible for replacement.

Lawn area along new walk should be rough graded after forms are removed to eliminate any trip hazard. Fine grading and seeding to take place when weather permits and as soon as possible. Spring – April 1<sup>st</sup> to June 15<sup>th</sup> Fall – August 15 to October 15<sup>th</sup>.

#### Important Notes:

Sidewalk construction in State Highways will require permits from the State Highway Department and municipal roadways will require Permits from the Town of Stonington. Both permit processes require permit fees, bonds and insurance, license with forms available from the appropriate agency. Fees will be waived for work on town roads. Location of underground utilities is only approximated. “CALL BEFORE YOU DIG” 1-800-922-4455 must be notified 48 hours in advance of any on-site or off-site excavation.

#### Curing Compound

If curing compound is used, it should be applied as follows: As soon as the concrete has hardened enough so that the surface will not be marred, curing of concrete shall be accomplished using white pigmented curing compound conforming to “Specification for Liquid Membrane – forming compounds for Curing Concrete” (ASTM Designation: C-309). The curing compound shall be applied by hand operated or power driver spray equipment immediately after the concrete has been given its final finish. The concrete surface shall be moist when the coating is applied, apply two smooth and even textured coats to ensure complete coverage. The second coat, shall be applied at right angles to the first. Such compounds shall be applied in accordance with the manufacture’s recommendations.

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that  
“permanent place of business.”

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that  
“permanent place of business.”

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined  
above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**PROPOSER'S NON-COLLUSION AFFIDAVIT FORM**

**PROPOSAL FOR:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Stonington is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Stonington to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**END OF NON-COLLUSION AFFIDAVIT FORM**

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR

ITB: #2022-006

**PROPOSER'S STATEMENT OF REFERENCES FORM**

Provide at least three (3) references:

| BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

| BUSINESS \_\_\_\_\_  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

| BUSINESS \_\_\_\_\_  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES FORM**

**TOWN OF STONINGTON, CONNECTICUT  
INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

**REQUIRED DISCLOSURES**

1. Exceptions to/Clarifications of/Modifications of the INVITATION TO BID

\_\_\_\_\_ This proposal does not take exception to or seek to clarify or modify any requirement of the INVITATION TO BID, including but not only any of the Contract Terms set forth in the Standard Instructions to Proposers. **The proposer agrees to each and every requirement, term, provision and condition of this INVITATION TO BID.**

OR

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the INVITATION TO BID requirements, including but not only the following Contract Terms set forth in the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

\_\_\_\_\_ Department of Consumer Protection Lic. No.

\_\_\_\_\_ CT Secretary of State Business ID No.

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (current or former, regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (current or former, regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (current or former, regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If “yes,” attach a sheet fully describing each such matter.

7. Federal Debarment List

Is the proposer on the Federal Government’s Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No  
\_\_\_\_\_ Federal Duns #

8. MBE/WBE/SBE

Is the proposer an MBE? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Is the proposer an WBE? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Is the proposer an SBE? \_\_\_\_\_ Yes \_\_\_\_\_ No

**END OF REQUIRED DISCLOSURES FORM**

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR

ITB: #2022-006

**AFFIRMATIVE ACTION/EEO AFFIDAVIT**

Concerning Equal Employment Opportunities and/or Affirmative  
Action Policy I/we, the respondent, certify to the TOWN OF  
STONINGTON that:

1. I/we are in compliance with the equal opportunity clause as set forth in  
Connecticut state law (Executive Order No. Three,  
<http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped  
individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (*check one*)  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature and Title of Person: \_\_\_\_\_

Subscribed and sworn to me \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
date

END OF AFFIDAVIT FORM

**BID FORM**

**INVITATION TO BID FOR SIDEWALK  
CONSTRUCTION AND REPAIR**

**ITB: #2022-006**

Date \_\_\_\_\_

To: Town of Stonington  
Director of Finance  
152 Elm Street  
Stonington, CT 06378

In accordance with the specifications, the following bid is submitted to furnish all labor, materials, tools and appliances required to complete the replacement, repairing and installation of various sidewalks within the Town of Stonington, for the amount of:

**BASE BID TOTAL**

\_\_\_\_\_ (\$ \_\_\_\_\_)

Written in words

If awarded this Contract, we will execute an Agreement with the Town of Stonington.

**ADDENDUM**

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on this project. The Bid includes Addenda listed below and they are hereby acknowledged:

Addendum # \_\_\_\_\_

Dated \_\_\_\_\_

Addendum # \_\_\_\_\_

Dated \_\_\_\_\_

**EXHIBIT F (Continued)**

Enclosed herewith, is the Bid Security duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the bid:

Bid bond in the amount of: \$ \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized signature, officer of bidder's company)

\_\_\_\_\_  
(Above name printed)

TITLE: \_\_\_\_\_

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

**EXHIBIT F (Continued)**

FILL IN PRICES USING BOTH WORDS AND NUMERALS  
(NOTE ESTIMATED QUANTITIES ARE APPROXIMATE)

APPROXIMATE QUANTITIES	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
100	<u>ITEM 1:</u> Install bituminous concrete drive apron and patching per square yard. _____Dollars and _____cents, per sq. yd.		sq. yd.	
1000	<u>ITEM 2:</u> Install new 5 (five) inch Portland cement concrete sidewalk per square feet. (Existing Base) _____Dollars and _____cents, per sq. ft.		sq. ft.	
600	<u>ITEM 3:</u> Install new 5 (five) inch Portland cement concrete sidewalk per square feet. (New Base) _____Dollars and _____cents, per sq. ft.		sq. ft.	
600	<u>ITEM 4:</u> Install new 5 (five) inch Portland cement concrete sidewalk with monolithic concrete curb. _____Dollars and _____cents, per sq. ft.		sq. ft.	
300	<u>ITEM 5:</u> Install new 8 (eight) inch Portland cement concrete driveway per square feet. (Existing Base) _____Dollars and _____cents, per sq. ft.		sq. ft.	

300	<u>ITEM 6:</u> Install new 8 (eight) inch Portland cement concrete driveway per square feet. (New Base) _____ Dollars and _____ cents, per sq ft.		sq. ft.	
1500	<u>ITEM 7:</u> Install new 8 (eight) inch Portland cement concrete handicap ramp with tactile warning pad per square feet. _____ Dollars and _____ cents, per sq. ft.		sq. ft.	
100	<u>ITEM 8:</u> Install new Portland Concrete Curb _____ Dollars and _____ cents, per liner feet		L.F.	
50	<u>ITEM 9:</u> Processed Gravel Base _____ Dollars and _____ cents, per Cubic Yard		C.Y.	
1000	<u>ITEM 10:</u> Saltguard applied and installed in place. _____ Dollars and _____ cents, per sq. ft.		sq. ft.	

TOTAL (Items 1 – 10) \_\_\_\_\_

Please give the total length of usable steel forms your

company owns. \_\_\_\_\_ L.F.

**END OF BID FORM**

**TOWN OF STONINGTON, CONNECTICUT****INSURANCE REQUIREMENTS**

Contractor shall purchase and maintain without interruption from the date of commencement of the Services until the date of final payment for the last Project to be completed and for the additional periods specified herein, the following insurance and all insurance that may be required under any Applicable Laws, written by insurance companies with a rating of at least an "A-VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance required hereunder, Owner may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to Owner on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. Insurance requirements are independent of, and in addition to, Contractor's liability under the Agreement. The limits and coverages set forth in this Exhibit are the minimum requirements under the Agreement. Except for Professional Liability and Workers Compensation insurance which cannot have additional insureds, the inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits. Nothing in the Agreement shall be deemed to limit Contractor's liability under the Agreement to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date. Capitalized terms in this Exhibit that are not specifically defined in this Exhibit shall have the meanings set forth in the Agreement to which this Exhibit is attached.

1. **Commercial General Liability** ("CGL") insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Agreement, whether such operations be by Contractor or by anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be liable. Such insurance shall include, along with other coverages available to the Contractor or under the CGL policy, each of the following:
  - (a) At a minimum, the following limits and coverages:
    - (i) \$1,000,000 each occurrence or the full per occurrence limits of the policy, whichever is greater
    - (ii) \$1,000,000 personal and advertising injury or the full personal and advertising injury limits of the policy, whichever is greater
    - (iii) \$5,000,000 general aggregate or the full general aggregate limits

- of the policy, whichever is greater
    - (iv) \$300,000 damage to rented premises
    - (v) \$10,000 Medical Expenses
  - (b) Coverage for ongoing operations, independent Contractors, and any persons or entities performing work on behalf of Contractor.
  - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Project is located.
  - (d) An appropriate endorsement acceptable to Owner stating that “limits apply per project.”
  - (e) Contractual liability coverage.
  - (f) Contain a severability or separation of insureds clause.
  - (g) The insurance maintained by Contractor shall be primary and noncontributory, and any other insurance or self-insurance maintained by Owner or the Additional Insureds is in excess and shall not contribute to Contractor’s insurance in all instances regardless of any like insurance that Owner or the Additional Insureds may have.
  - (h) No exclusion or limitation for residential construction.
  - (i) Waiver of Subrogation endorsement in favor of Owner.
- 2. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor, including each of the following:
  - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Contractors or others providing services to Contractor).
  - (c) Waiver of Subrogation endorsement in favor of Owner.
- 3. Follow-form **umbrella (excess) liability** insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer’s liability, workers’ compensation liability, and business automobile liability coverages required of Contractor under this Exhibit. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Project.
- 4. **Workers’ Compensation insurance**, including employer’s liability, for all persons whom Contractor employs (or uses as contract labor if the Contractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers’ compensation insurance laws in effect from time to time in the state(s) where the Services are

performed, and shall include the following:

- (a) Coverage A (Workers' Compensation) - Statutory
  - (b) Coverage B (Employer's Liability)  
At a minimum, the following limits and coverages:
    - (i) \$500,000 for each accident, for bodily injury by accident
    - (ii) \$500,000 for each employee, for bodily injury by disease
    - (iii) \$500,000 for each disease policy limit
  - (c) Waiver of Subrogation endorsement in favor of Owner.
  - (d) Contain endorsements that provide:
    - (i) Voluntary Compensation
5. **Property insurance** providing coverage for property in which Contractor retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), supplies, materials, or any other property owned or leased by Contractor. If Contractor chooses to self-insure any of the property described under this Paragraph, it is agreed that Contractor shall hold Owner and its representatives, agents and employees harmless for any loss sustained by the Contractor of its equipment, tools, supplies, materials and other property of Contractor whether owned or leased.
6. **Additional Insureds:** Commercial General Liability, Umbrella Liability and Comprehensive Automobile Liability insurance policies will name the Owner, and its respective employees, agents and representatives as additional insureds. Certificates of Insurance showing such coverages and additional insureds, along with copies of appropriate additional insured endorsements will be filed with the Owner on or before the execution of the Agreement. At any time requested by the Owner, the Contractor will provide to the Owner a copy of any of the aforementioned policies, and any endorsements or amendments thereto.
7. **Contractor's pollution liability insurance:** N/A
8. **Notice of Cancellation:** The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Exhibit. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance.
9. **Contractors and Contractors Insurance:** Contractor shall require that each Contractor and sub-contractor under contract with the Contractor comply with the insurance requirements above, except that a Contractor or sub-contractor that provides no professional services for any Project shall not be required to provide Professional Services Liability Insurance. Before permitting any of its Contractors

or sub-contractors to perform any Services, Contractor shall obtain a certificate of insurance from each such Contractor and sub-contractor evidencing that such Contractor or sub-contractor, as applicable, has obtained the required minimum insurance and has added those entities as additional insureds with respect to the Commercial General Liability, umbrella liability, and Commercial Automobile Liability insurance, and all other insurances as required herein. All policies of Contractors and sub-contractors shall include a waiver of any right of subrogation of the insurers thereunder against Contractor, the Owner and the other Additional Insureds.

### **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS**

The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Town prior to the subcontractor entering the jobsite.

### **CERTIFICATES ON INSURANCE & POLICY ENDORSEMENTS**

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance, and must name the Town as an additional insured. The Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation. *A copy of the insurance endorsement naming the Town as an additional insured must also be provided to the Finance Director along with copies of the endorsements within the policy naming the Town as an additional insured.* Required limits are scheduled out below:

### **REQUIRED LIMITS**

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$5,000,000
	Products/Completed Operations Aggregate	\$5,000,000
	Personal and ADV Injury	\$1,000,000
	Damage to Rented Premises	\$ 300,000
	Medical Expense (anyone person)	\$ 10,000

Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
	Aggregate	\$1,000,000
Umbrella*	Each Occurrence	\$5,000,000
Excess Liability)	Aggregate	\$5,000,000
Contractor's Pollution Liability Insurance	Each Occurrence / Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory	
	Limits EL Each	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000