

Sealed Bid Sheet

Newtown Municipal Center

[illegible]

7. SEALED BID FORM

TOWN OF NEWTOWN
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

Page 1 of 8

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-8) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "PAVING 2024-20" including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received by the Purchasing Authority at the office of the Finance Director at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than **11:00 AM on Wednesday, April 24, 2024**, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: Cocchiola Paving, Inc.

Address: 1380 Echo Lake Road Watertown, CT 06795

Telephone: (860) 945-2600

Contact Name and Email: Jose Almeida / joea@cocchiola.com

Authorized Signature: _____

Print Name: Jose Almeida

Title: Vice President

Website: cocchiola.com

State of CT Taxpayer ID#: 0851303-000

Federal Taxpayer ID#: 06-0867174 Incorporated in the state of: Connecticut

Corporate Seal - Circle one: YES NO

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the awarded contract (if applicable) for this procure

BID FORM

Date April 24, 2024

Ms. Kerri Mubarek
Purchasing Director
Town of Newtown
3 Primrose Street
Newtown, CT 06470
Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

Cocchiola Paving, Inc.

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

PRICING:**PRICING SHEET**

Paving in Place, Hot Mix Asphalt and MPT (Price / Ton)

Quantity	Unit	S0.5 Unit Price	S0.375 Unit Price	Class 1 Unit Price	Class 2 Unit Price	MPT Unit Price
1 to 60	Ton	\$ <u>213.45</u>	\$ <u>219.70</u>	\$ <u>212.45</u>	\$ <u>217.70</u>	\$ <u>11.50</u>
61 to 250	Ton	\$ <u>148.45</u>	\$ <u>154.70</u>	\$ <u>147.45</u>	\$ <u>152.70</u>	\$ <u>9.50</u>
251 to 500	Ton	\$ <u>118.45</u>	\$ <u>124.70</u>	\$ <u>117.45</u>	\$ <u>122.70</u>	\$ <u>4.50</u>
501 to 2500	Ton	\$ <u>109.45</u>	\$ <u>115.70</u>	\$ <u>108.45</u>	\$ <u>113.70</u>	\$ <u>3.50</u>
2501 to 5000	Ton	\$ <u>101.75</u>	\$ <u>108.00</u>	\$ <u>100.75</u>	\$ <u>106.00</u>	\$ <u>3.50</u>
Handwork	Ton	\$ <u>202.45</u>	\$ <u>208.70</u>	\$ <u>201.45</u>	\$ <u>206.70</u>	\$ <u>16.00</u>
Leveling / Shimming	Ton	\$ <u>120.00</u>	\$ <u>125.00</u>	\$ <u>119.50</u>	\$ <u>124.50</u>	\$ <u>4.75</u>

Material for Tack Coat (Price / Gallon)

Description	Unit	Unit Price			
Applied Tack Coat	Gal	\$ <u>6.45</u>			

Bituminous Concrete Curbing (Price / Linear Foot)

Description	Unit	Unit Price			MPT Unit Price
6" Bituminous Concrete Curb	LF	\$ <u>5.85</u>			\$ <u>15.25</u>

Vendor Name Cocchiola Paving, Inc. Vendor Cell Phone (203) 509-6095Vendor Work Phone (860) 945-2600 Vendor Email joea@cocchiola.com

Optional Pricing Sheet for Prevailing Wage Bid Prices:

The Town reserves the right to determine when the use the prevailing wage bid price is required for the Contract.

Paving in Place, Hot Mix Asphalt and MPT (Prevailing Wage Price / Ton)

Quantity	Unit	S0.5 Prevailing Wage Unit Price	S0.375 Prevailing Wage Unit Price	Class 1 Prevailing Wage Unit Price	Class 2 Prevailing Wage Unit Price	MPT Prevailing Wage Unit Price
1 to 60	Ton	\$ <u>220.45</u>	\$ <u>226.70</u>	\$ <u>219.45</u>	\$ <u>224.70</u>	\$ <u>12.00</u>
61 to 250	Ton	\$ <u>153.45</u>	\$ <u>159.70</u>	\$ <u>152.45</u>	\$ <u>157.70</u>	\$ <u>10.00</u>
251 to 500	Ton	\$ <u>120.45</u>	\$ <u>126.70</u>	\$ <u>119.45</u>	\$ <u>124.70</u>	\$ <u>5.00</u>
501 to 2500	Ton	\$ <u>110.45</u>	\$ <u>116.70</u>	\$ <u>109.45</u>	\$ <u>114.70</u>	\$ <u>4.00</u>
2501 to 5000	Ton	\$ <u>102.45</u>	\$ <u>108.70</u>	\$ <u>101.45</u>	\$ <u>106.70</u>	\$ <u>4.00</u>
Handwork	Ton	\$ <u>212.45</u>	\$ <u>218.70</u>	\$ <u>211.45</u>	\$ <u>216.70</u>	\$ <u>16.50</u>
Leveling / Shimming	Ton	\$ <u>121.50</u>	\$ <u>126.50</u>	\$ <u>121.50</u>	\$ <u>126.50</u>	\$ <u>4.95</u>

Bituminous Concrete Curbing (Prevailing Wage Price / Linear Foot)

Description	Unit	Prevailing Wage Unit Price			MPT Prevailing Wage Unit Price
6" Bituminous Concrete Curb	LF	\$ <u>5.95</u>			\$ <u>15.75</u>

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.

Vendor Name Cocchiola Paving, Inc. Vendor Cell Phone (203) 509-6095

Vendor Work Phone (860) 945-2600 Vendor Email joea@cocchiola.com

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years?

Circle one: YES NO

2. Are you on the state or local debarment list for the Dept. of Administrative Services?

Circle one: YES NO

3. Respondent's company financial statement included in the proposal?

Circle one: YES NO

Please list any key features that distinguish the Bidder's product and or services from competitors:

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS, ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

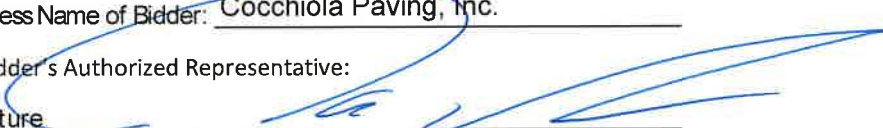
Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: Cocchiola Paving, Inc.

By Bidder's Authorized Representative:

Signature 

Name Jose Almeida

Title Vice President

Date April 24, 2024

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements of this RFQ.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client Town of Brookfield Phone (203) 775-7318
 Contact Person Ralph Tedesco Cell _____
 Project Address 100 Pocono Road Brookfield, CT 06804
 Approximate \$ Value 1,200,000.00 Start Date 2020 Complete Date Current

REFERENCE #2:

Client Town of Prospect Phone (203) 758-4461
 Contact Person Mark Capana Cell (203) 704-0852
 Project Address 36 Center Street Prospect, CT 06712
 Approximate \$ Value 900,000.00 Start Date 2020 Complete Date Current

REFERENCE #3:

Client Town of Monroe Phone (203) 452-2814
 Contact Person Bill Phillips Cell _____
 Project Address 7 Fan Hill Road Monroe, CT 06468
 Approximate \$ Value 950,000.00 Start Date 2023 Complete Date Current
 Start Date _____ Complete Date _____

Vendor Name Cocchiola Paving, Inc. Vendor Cell Phone (203) 509-6095
 Vendor Work Phone (860) 945-2600 Vendor Email joea@cocchiola.com

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents.

Authorized Signature 

Print Name Jose Almeida

Title Vice President

Bidder's Company Name Cocchiola Paving, Inc.

Date April 24, 2024

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and / or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder Cocchiola Paving, Inc.

Authorized Signature 

Print Name Jose Almeida

Title Vice President

Date April 24, 2024

Address 1380 Echo Lake Road

City, State, Zip Code Watertown, CT, 06795

Email joea@cocchiola.com

Business Phone Number (860) 945-2600

Cell Phone Number (203) 509-6095

INVITATION TO BID

PAVING 2024-20

CONTENTS

1. Legal Notice (Invitation to Bid)
2. General Information
3. Scope of Services
4. Vendor Qualifications
5. Selection Process
6. Timeline of Bid Process
7. Sealed Bid Form
8. Bid Bond Requirements
9. Insurance Requirements and Indemnification
10. Proprietary Information

1. LEGAL NOTICE

Town of Newtown
INVITATION TO BID

The Town of Newtown is seeking competitive bids for the following:

PAVING (Bid #2024-20)

Respondents are required to submit two (2) copies of a sealed bid by no later than:

11:00 AM on Wednesday, April 24, 2024

at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked by each bid and number "PAVING 2024-20/MILLING 2024-21/ FULL DEPTH RECLAMATION 2024-22/ CHIP SEAL/FOG SEAL 2024-23/ EQUIPMENT 2024-24"

Proposals received after that date and time will be rejected.

Bid Packages can be located on the Newtown's website under Purchasing Department.

<https://www.newtown-ct.gov/purchasing-department>

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown.

The Town of Newtown is an Affirmative Action Employer – MBE/WBE are encouraged to bid.

A. Jeffery Capeci First Selectman
Robert G. Tait Finance Director

PURCHASING AUTHORITY

Questions regarding this request for proposal should be directed to the Purchasing Director, Kerri Mubarek,

by e-mail at kerri.mubarek@newtown-ct.gov

2. GENERAL INFORMATION

The Town of Newtown (hereinafter known as "Town") is requesting competitive bids from qualified Contractors (hereinafter known as "Contractor") for Paving, Curbing and Handwork services. The Town reserves the right to accept or reject and all bids in part or in whole. Prices provided by the successful bidder shall remain in effect for all July 1, 2024 to June 30, 2025 following the award of the bid.

There are no total estimated quantities with this bid package. Actual amounts purchased by the town may vary. Contractors shall bid on a per unit basis for each item based on varied quantities determined by the Town.

3. SCOPE OF SERVICES

PAVING IN PLACE HOT MIX ASPHALT (HMA)

Description

This work shall consist of the delivery, placement and compaction of a uniformed texture, non-segregated, smooth bituminous concrete pavement. The Contractor shall furnish all labor, material, equipment, traffic control and other incidentals to provide paving, tack and handwork services on various roads in the Town of Newtown.

Materials

All materials shall conform to specifications outlined in CT DOT Form 817 and its successors.

Construction Methods

All construction methods and equipment shall conform to specifications outlined in CT DOT Form 817 and its successors and the Town of Newtown Road Ordinance.

Method of Measurement

The quantity of bituminous concrete measured for payment shall be determined by the documented weight in tons accepted by the Town in accordance with this specification. Tack coat shall be paid for per gallon applied at the prescribed application rate. Curbing will be paid for by the linear foot installed and accepted by the Town.

Basis of Payment

Paving in Place Hot Mix Asphalt (HMA): This work will be paid for at the contract unit price per ton for "Paving in Place Hot Mix Asphalt "HMA"". All costs associated with cleaning the surface to be paved, including mechanical sweeping, are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work. This price shall include all equipment, tools, labor, and materials incidental thereto.

Tack Coat: Tack coat will be paid for at the contract unit price per gallon at 60°F for "Material for Tack Coat". This price shall include all equipment, tools, labor, and materials incidental thereto.

BITUMINOUS CONCRETE CURBING

Description

This work shall consist of machine laid bituminous concrete, constructed on the pavement. The Contractor shall furnish all labor, material, equipment, traffic control and other incidentals to provide curbing services.

Materials

All materials shall conform to specifications outlined in CT DOT Form 817 and its successors.

Construction Methods

All construction methods and equipment shall conform to specifications outlined in CT DOT Form 817 and its successors, and the Town of Newtown Road Ordinance.

Method of Measurement

This work will be measured for payment along the top of the curb and will be the actual number of linear feet of bituminous concrete curbing completed and accepted.

Basis of Payment

This work will be paid for at the Contract unit price per linear foot for "Bituminous Concrete Curbing" of the type specified, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

MAINTENANCE AND PROTECTION OF TRAFFIC

Description

The contractor will be responsible for providing all necessary maintenance and protection of traffic. This item will include all construction signs, traffic cones and certified uniformed flaggers for the reclaiming operations. The Town will specify the number of certified uniformed flaggers (**Minimum of 2 flaggers**) necessary for each project. (Ref. MUTCD, ATSSA, CT Form 817 or its successors).

Basis of Payment

This work will be paid for at the Contract unit price for which the "Maintenance and Protection of Traffic (MPT)" is being provided, which shall include all materials, equipment, tools and labor incidental thereto. Maintenance and Protection of Traffic for Paving in Place Hot Mix Asphalt will be paid per ton of asphalt placed. Maintenance and Protection of Traffic for Bituminous Concrete Curbing will be paid per linear foot of curb placed.

4. VENDOR QUALIFICATIONS

The Contractor shall have experience of similar scope contracts identified as part of this contract. In order to ensure a consistently high level of quality in providing the specified services, the Contractor performing must include a list of equipment used is to be attached to bid documents.

5. SELECTION PROCESS

The Town of Newtown reserves the right to contract with the firm deemed most qualified. The Town of Newtown reserves the right to negotiate the contract terms and fees with the selected firm. Any contract award resulting from this Invite to Bid is subject to review and approval by the Town.

The Town of Newtown reserves the right to award the bid based on lowest price, broadest range of services and/or responsive work schedule; or any combination of these criteria. The Town also reserves the right to modify (add, alter or delete) quantity items as deemed necessary.

The Town of Newtown requests that all respondents ensure that the following specifications are included for this project. Any exceptions from this specification/scope of services shall be explained at the bottom of the bid page

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Town of Newtown Purchasing Department website. <https://www.newtown-ct.gov/purchasing-department>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Kerri Mubarek
kerri.mubarek@newtown-ct.gov

It is the responsibility of each bidder to retrieve all addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or the Town of Newtown employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered. Only information issued by such the Town of Newtown written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgement form and the Bidder shall list therein all written Addenda number(s) issued by the Town of Newtown.

Bidders may be required to prove their qualification concerning the following criteria:

- Financial capabilities
- Bonding status
- Contractual history- References
- Quality and stability of product, equipment and sources
- Certificate of Insurance (COI)

6. TIMELINE OF THE BID PROCESS

The following timeline has been tentatively established:

Bid Release	Friday, April 12, 2024
Bid Submission Date	Wednesday, April 24, 2024 at 11AM
Bid Awarded	Spring 2024

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 8

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-8) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "PAVING 2024-20" including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received by the Purchasing Authority at the office of the Finance Director at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than **11:00 AM on Wednesday, April 24, 2024**, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: Burns Construction Company, Inc.

Address: 300 Sperry Avenue Stratford, CT 06615

Telephone: 203-395-5314

Contact Name and Email: Anthony DiVirgilio - Contracts Manager adivirgilio@burnsconstruction.com

Authorized Signature: _____

Print Name: Anthony Divirgilio

Title: Contracts Manager

Website: https://burnsconstruction.com/#home

State of CT Taxpayer ID#: 0858688-000

Federal Taxpayer ID#: 06-00925788

Incorporated in the state of: Connecticut

Corporate Seal - Circle one: ☒ YES ☐ NO

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the awarded contract (if applicable) for this procure

Kenneth A Burns Sr. President

300 Sperry Avenue Stratford, CT 06615

BID FORM

Date 4-24-2024

Ms. Kerri Mubarek
Purchasing Director
Town of Newtown
3 Primrose Street
Newtown, CT 06470
Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

Burns Construction Company, Inc.

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

PRICING:**PRICING SHEET**

Paving in Place, Hot Mix Asphalt and MPT (Price / Ton)

Quantity	Unit	S0.5 Unit Price	S0.375 Unit Price	Class 1 Unit Price	Class 2 Unit Price	MPT Unit Price
1 to 60	Ton	\$ <u>248.00</u>	\$ <u>253.00</u>	\$ <u>249.00</u>	\$ <u>256.00</u>	\$ <u>11.00</u>
61 to 250	Ton	\$ <u>248.00</u>	\$ <u>253.00</u>	\$ <u>249.00</u>	\$ <u>256.00</u>	\$ <u>10.00</u>
251 to 500	Ton	\$ <u>124.00</u>	\$ <u>130.00</u>	\$ <u>126.00</u>	\$ <u>133.00</u>	\$ <u>4.00</u>
501 to 2500	Ton	\$ <u>123.00</u>	\$ <u>129.00</u>	\$ <u>125.00</u>	\$ <u>132.00</u>	\$ <u>3.00</u>
2501 to 5000	Ton	\$ <u>120.00</u>	\$ <u>126.00</u>	\$ <u>122.00</u>	\$ <u>129.00</u>	\$ <u>2.50</u>
Handwork	Ton	\$ <u>229.00</u>	\$ <u>234.00</u>	\$ <u>230.00</u>	\$ <u>237.00</u>	\$ <u>17.00</u>
Leveling / Shimming	Ton	\$ <u>127.00</u>	\$ <u>133.00</u>	\$ <u>129.00</u>	\$ <u>136.00</u>	\$ <u>4.00</u>

Material for Tack Coat (Price / Gallon)

Description	Unit	Unit Price			
Applied Tack Coat	Gal	\$ <u>5.00</u>			

Bituminous Concrete Curbing (Price / Linear Foot)

Description	Unit	Unit Price			MPT Unit Price
6" Bituminous Concrete Curb	LF	\$ <u>10.00</u>			\$ <u>10.00</u>

Vendor Name Burns Construction Company, Inc. Vendor Cell Phone 203-395-5314Vendor Work Phone 203-395-5314 Vendor Email adivirgilio@burnsconstruction.com

Optional Pricing Sheet for Prevailing Wage Bid Prices:

The Town reserves the right to determine when the use the prevailing wage bid price is required for the Contract.

Paving in Place, Hot Mix Asphalt and MPT (Prevailing Wage Price / Ton)

Quantity	Unit	S0.5 Prevailing Wage Unit Price	S0.375 Prevailing Wage Unit Price	Class 1 Prevailing Wage Unit Price	Class 2 Prevailing Wage Unit Price	MPT Prevailing Wage Unit Price
1 to 60	Ton	\$ <u>248.00</u>	\$ <u>253.00</u>	\$ <u>249.00</u>	\$ <u>256.00</u>	\$ <u>11.00</u>
61 to 250	Ton	\$ <u>248.00</u>	\$ <u>253.00</u>	\$ <u>249.00</u>	\$ <u>256.00</u>	\$ <u>10.00</u>
251 to 500	Ton	\$ <u>124.00</u>	\$ <u>130.00</u>	\$ <u>126.00</u>	\$ <u>133.00</u>	\$ <u>4.00</u>
501 to 2500	Ton	\$ <u>123.00</u>	\$ <u>129.00</u>	\$ <u>125.00</u>	\$ <u>132.00</u>	\$ <u>3.00</u>
2501 to 5000	Ton	\$ <u>120.00</u>	\$ <u>126.00</u>	\$ <u>122.00</u>	\$ <u>129.00</u>	\$ <u>2.50</u>
Handwork	Ton	\$ <u>229.00</u>	\$ <u>234.00</u>	\$ <u>230.00</u>	\$ <u>237.00</u>	\$ <u>17.00</u>
Leveling / Shimming	Ton	\$ <u>127.00</u>	\$ <u>133.00</u>	\$ <u>129.00</u>	\$ <u>136.00</u>	\$ <u>4.00</u>

Bituminous Concrete Curbing (Prevailing Wage Price / Linear Foot)

Description	Unit	Prevailing Wage Unit Price			MPT Prevailing Wage Unit Price
6" Bituminous Concrete Curb	LF	\$ <u>10.00</u>			\$ <u>10.00</u>

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.

No exceptions

Vendor Name Burns Construction Company, Inc. Vendor Cell Phone 203-395-5314
 Vendor Work Phone 203-395-5314 Vendor Email adivirgilio@burnsconstruction.com

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years?

Circle one: YES ☒ NO

2. Are you on the state or local debarment list for the Dept. of Administrative Services?

Circle one: YES ☒ NO

3. Respondent's company financial statement included in the proposal?

Circle one: YES ☒ NO **No but can be provided upon award**

Please list any key features that distinguish the Bidder's product and or services from competitors:

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: Burns Construction Company, Inc.

By Bidder's Authorized Representative:

Signature [Signature]

Name Anthony Divirgilio

Title Contracts Manager

Date 4-24-2024

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements of this RFQ.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client Southern Connecticut Gas Company Phone 203-584-3433
 Contact Person Scott Smith Cell 203-584-3433
 Project Address Various Location
 Approximate \$ Value Varies Start Date _____ Complete Date _____

REFERENCE #2:

Client Oronoque Village Phone 203-815-2288
 Contact Person Mark Rhatigan Cell _____
 Project Address Stratford, CT
 Approximate \$ Value 2,200,000 Start Date _____ Complete Date _____

REFERENCE #3:

Client City of Shelton Phone 203-305-4127
 Contact Person Brian Roach Cell _____
 Project Address Various Location
 Approximate \$ Value \$1,000,0000 Start Date _____ Complete Date _____
 Start Date _____ Complete Date _____

Vendor Name Tilcon, CT Vendor Cell Phone 860-515-7042
 Vendor Work Phone _____ Vendor Email bwrinn@tilcon-inc.

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature _____

Print Name Anthony DiVirgilio

Title Contracts Manager

Bidder's Company Name Burns Construction Company, Inc.

Date 4-24-2024

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder Burns Construction Company, Inc.

Authorized Signature 

Print Name Anthony Divirgilio

Title Contracts Manager

Date 4-24-2024

Address 300 Sperry Avenue

City, State, Zip Code Stratford, CT 06615

Email adivirgilio@burnsconstruction.com

Business Phone Number 203-375-1383 (107)

Cell Phone Number 203-395-5314

Before submitting the Bid, each Bidder must examine (a) the Bid Documents thoroughly (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and finding with the requirements of the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

Complete sets of Bid Documents shall be used in preparing Bids; neither Town of Newtown nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.

Town of Newtown in its sole discretion may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. A Bid which includes, for any Item(s), a Bid price that is abnormally low or high may be rejected in its entirety. Town of Newtown reserves the right to reject the Bid of any Bidder that Town of Newtown's considers not to possess the qualifications necessary to complete this work.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Kerri Mubarek, Purchasing Director, prior to the stated time and at the place of the Bid Opening. Town of Newtown is not responsible for Bids delayed by mail and/or delivery services of any nature.

Requirements:

- A. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- B. The Bidder shall acknowledge and agree that if awarded the RFP, Bidder shall be solely responsible for the strict compliance with all Federal, State, and Local statutes, laws, codes, rules, regulations and ordinances, and to obtain and maintain all necessary licenses and permits relating to this procurement. The successful Bidder **MUST** secure all required licenses and permits (local, state, federal) prior to commencing work.
- C. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Newtown and any other state or federal agency whose approval may be necessary.

Upon Award, all bidding documents, including this Request for Proposal, Addenda and the Award Resolution shall be incorporated by reference in the contract, whether such contract is in the form of a Town of Newtown Purchase Order, or otherwise.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of the job site(s). The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

STANDARD WAGE RATES Contractor shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, Town of Newtown reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town of Newtown. In evaluating Bids, Town of Newtown will consider the qualifications of those Bidders who's Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders and who possesses, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by Town of Newtown.

After review of these and other factors, including without limitation, responsiveness, qualifications and price, Town of Newtown reserves the right to reject any and all Bids, or any part thereof, to waive any and all informalities or to decline to make an award if it is in the Town of Newtown's best interest to do so. The Town reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.

PURCHASE ORDER ISSUANCE/AWARD

If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

If a contract is to be awarded, the Town of Newtown will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days thereafter (as needed) excluding Saturdays, Sundays and legal holidays, Contractor shall sign and return all copies of the

contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the Town of Newtown. Thereafter, upon all required reviews, approvals and the Town of Newtown signature, the Town of Newtown will deliver one fully signed copy of the contract to the Contractor. The Town of Newtown shall incur no obligations, contractual or otherwise, unless and until the Town of Newtown signs the contract, delivers a signed copy of the contract to the Contractor and delivers to the Contractor written notice to proceed.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

A Bidder wishing to withdraw a bid prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signed the Reply Sheets/Submitted Documents of RFP. The Town of Newtown will verify that the signature on the letter matches the signature on the Reply Sheets/ Documents of a RFP and will also verify the request to withdraw the bid by calling the Bidder at the telephone number provided on the Reply Sheets/ Submitted Documents of the RFP.

After the Town of Newtown is satisfied that the request to withdraw a bid before the established deadline is valid, the bid will be returned to the Bidder. The Bidder may then withdraw completely from the bidding process or may modify the bid and resubmit before the deadline (or the Town of Newtown authorized postponement thereof).

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

If a bid security is required and a Bidder does not honor their bid for the specified time, the bid check shall become the property of the Town of Newtown; or if a Bid Bond was furnished, the Bid Bond shall be payable to the Town of Newtown. Any Bid received after the time and date specified as the time for the Town of Newtown opening of Bids shall not be considered. After the deadline, the submitted bids become the property of the Town and are valid proposals to be honored ninety (90) days, as specified in the RFP.

Once bids are opened by the Town of Newtown, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the Town of Newtown opening of the Bids.

Bidders, who do not honor their bids for the ninety (90) day period, shall be disqualified.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF NEWTOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF NEWTOWN. WITHOUT LIMITING THE FOREGOING IN ANYWAY, THE TOWN FURTHER RESERVES THE RIGHT TO REJECT ANY BID IF THE BIDDER IS DELINQUENT IN THE PAYMENT OF ANY TAXES OR FEES OWED TO THE TOWN.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing to:**

Kerri Mubarek: kerri.mubarek@newtown-ct.gov

Inquiries must reference the RFP number and the date of bid opening, and must be received **no later than as indicated in the bid documents**. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICE GUARANTEE/DURATION OF BID

For acceptance by the Town of Newtown, prices quoted must be firm, for period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B DESTINATION

Prices quoted shall be Net- Delivered to destination. Bids quoting other than F.O.B Destination may be rejected.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town of Newtown shall be paid without the approval of the Director of Business for correctness and legality. Appropriate checks shall be drawn by the Director of Business for approved charges and they shall be valid without countersignature unless the Board otherwise prescribes.

PAYMENT PERIOD

The Town of Newtown shall use its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. For projects that do not require a performance or Bid Bond, the Town of Newtown reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

Based on the scope of each individual project under this bid, the Town has the right to require a Performance Bond and Payment Bond.

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the Town of Newtown (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI). The insurance shall be reviewed and approved in writing by the Town of Newtown. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reason unless prior written notice of thirty (30) calendar days has been mailed to the Town of Newtown Business Office at 3 Primrose Street, Newtown, CT 06470.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company licensed to do business in the State of Connecticut, with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the current A.M. Best Company ratings. The successful bidder will be required to furnish a Certificate of Insurance naming the Town of Newtown, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut.

At no additional cost to the Town of Newtown beyond the Bidder's Total Bid Price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the Town of Newtown from claims which may arise out of or result from the Contractor's obligation under the Town of Newtown contract, whether such obligations are the Contractor's or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable.

The insurance coverages carried by the Contractor (as described below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include coverage for both **ongoing operations and completed operations**.

CG 20 10 04 13 and CG 20 37 04 13 (both forms must be included)

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the Business Auto /Commercial Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
 - \$1,000,000 each accident
 - \$500,000 aggregate for injury by disease
 - \$500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the

Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- The Umbrella /Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**5. Professional Liability (aka Errors and Omissions Liability):
Minimum Limits required (Applicable to Engineers and Architects)**

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** onto the Professional Liability (aka Errors and Omissions Liability) policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis**.

The Professional Liability policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Town. **The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 calendar days' prior written notice has been given to Town of Newtown from the insurer regardless of the reason for such cancellation.**

Failure to Maintain Insurance: In the event the Contractor fails to maintain required coverage as set forth herein, the Town of Newtown may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town of Newtown, and all of their elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Contractor's performance of the contract.

The Contractor's obligation to hold harmless, defend and indemnify the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer or invitee of the Contractor.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply. All current prevailing wage information may be accessed online at no cost at <http://www.ctdol.state.ct.us/> (the Town of Newtown will apply the most current wage decision applicable at the time of contract award.)

APPLICABLE LAW

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive venue shall be the Connecticut Superior Court for the Judicial District of Danbury, Connecticut.

CONFIDENTIALITY/DISCLOSURE

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal.

The Town of Newtown will afford due regard to the Contractor's request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from the release pursuant to FOIA.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town of Newtown whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended currently in effect. The successful bidder will further certify that all items furnished under this project will conform and comply with all applicable Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Newtown from and against any and all damages, fines and/or penalties that may be assessed against the Town of Newtown arising out of resulting from the Contractor's performance of the contract.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

The goods and services to be provided under any contract or purchase order awarded pursuant to the Invitation to Bid are exempt from sales taxes from the State of Connecticut under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

This Invite to Bid and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is finalized.

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 8

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-8) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "PAVING 2024-20" including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received by the Purchasing Authority at the office of the Finance Director at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than **11:00 AM on Wednesday, April 24, 2024**, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: American Pavement Specialists LLC
Address: 20 Shelter Rock Ln. Danbury, CT 06810
Telephone: (203) 792-4800 (203) 948-3396
Contact Name and Email: Americanpavement1992@gmail.com
Authorized Signature: Colleen Stanley
Print Name: Colleen Stanley
Title: managing member
Website: @americanpavement.com
State of CT Taxpayer ID#: 8812372-000
Federal Taxpayer ID#: 06-1478942 Incorporated in the state of: CT
Corporate Seal - Circle one: YES ☐ NO ☒

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

William Stanley Jr. 12 Belden Hill Rd. Brookfield CT 06804
Colleen A Stanley 12 Belden Hill Rd Brookfield CT 06804

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the awarded contract (if applicable) for this procure

BID FORM

Date

4/23/24

Ms. Kerri Mubarek

Purchasing Director

Town of Newtown

3 Primrose Street

Newtown, CT 06470

Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

American Pavement Specialists LLC

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

PRICING:**PRICING SHEET**

Paving in Place, Hot Mix Asphalt and MPT (Price / Ton)

Quantity	Unit	S0.5 Unit Price	S0.375 Unit Price	Class 1 Unit Price	Class 2 Unit Price	MPT Unit Price
1 to 60	Ton	\$ <u>220.-</u>	\$ <u>225.-</u>	\$ <u>221.-</u>	\$ <u>227.-</u>	\$ <u>15.-</u>
61 to 250	Ton	\$ <u>155.-</u>	\$ <u>162.-</u>	\$ <u>154.-</u>	\$ <u>159.-</u>	\$ <u>9.-</u>
251 to 500	Ton	\$ <u>122.-</u>	\$ <u>127.-</u>	\$ <u>121.-</u>	\$ <u>126.-</u>	\$ <u>5.-</u>
501 to 2500	Ton	\$ <u>119.-</u>	\$ <u>124.-</u>	\$ <u>118.-</u>	\$ <u>123.-</u>	\$ <u>3.50</u>
2501 to 5000	Ton	\$ <u>103.-</u>	\$ <u>108.-</u>	\$ <u>102.-</u>	\$ <u>107.-</u>	\$ <u>2.50</u>
Handwork	Ton	\$ <u>200.-</u>	\$ <u>205.-</u>	\$ <u>199.-</u>	\$ <u>204.-</u>	\$ <u>15.-</u>
Leveling / Shimming	Ton	\$ <u>119.-</u>	\$ <u>124.-</u>	\$ <u>118.-</u>	\$ <u>123.-</u>	\$ <u>3.50</u>

Material for Tack Coat (Price / Gallon)

Description	Unit	Unit Price			
Applied Tack Coat	Gal	\$ <u>9.75</u>			

Bituminous Concrete Curbing (Price / Linear Foot)

Description	Unit	Unit Price			MPT Unit Price
6" Bituminous Concrete Curb	LF	\$ <u>8.75</u>			\$ <u>16.-</u>

American Pavement
Specialists LLC

Vendor Name

Vendor Cell Phone

203 948 3396

Vendor Work Phone

203 792 4800

Vendor Email

americanpavement1992@gmail.com

Optional Pricing Sheet for Prevailing Wage Bid Prices:

The Town reserves the right to determine when the use the prevailing wage bid price is required for the Contract.

Paving in Place, Hot Mix Asphalt and MPT (Prevailing Wage Price / Ton)

Quantity	Unit	S0.5 Prevailing Wage Unit Price	S0.375 Prevailing Wage Unit Price	Class 1 Prevailing Wage Unit Price	Class 2 Prevailing Wage Unit Price	MPT Prevailing Wage Unit Price
1 to 60	Ton	\$ <u>222.-</u>	\$ <u>227.-</u>	\$ <u>223.-</u>	\$ <u>229.-</u>	\$ <u>17.-</u>
61 to 250	Ton	\$ <u>157.-</u>	\$ <u>164.-</u>	\$ <u>156.-</u>	\$ <u>161.-</u>	\$ <u>10.-</u>
251 to 500	Ton	\$ <u>124.-</u>	\$ <u>127.-</u>	\$ <u>120.-</u>	\$ <u>125.-</u>	\$ <u>6.-</u>
501 to 2500	Ton	\$ <u>120.-</u>	\$ <u>125.-</u>	\$ <u>119.-</u>	\$ <u>124.-</u>	\$ <u>3.85</u>
2501 to 5000	Ton	\$ <u>103.50</u>	\$ <u>108.50</u>	\$ <u>102.50</u>	\$ <u>107.50</u>	\$ <u>2.75</u>
Handwork	Ton	\$ <u>210.-</u>	\$ <u>215.-</u>	\$ <u>209.-</u>	\$ <u>214.-</u>	\$ <u>20.-</u>
Leveling / Shimming	Ton	\$ <u>121.-</u>	\$ <u>126.-</u>	\$ <u>120.-</u>	\$ <u>125.-</u>	\$ <u>4.25</u>

Bituminous Concrete Curbing (Prevailing Wage Price / Linear Foot)

Description	Unit	Prevailing Wage Unit Price			MPT Prevailing Wage Unit Price
6" Bituminous Concrete Curb	LF	\$ <u>10.50</u>			\$ <u>17.50</u>

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.

American Pavement Specialists LLC
 Vendor Name Specialists LLC Vendor Cell Phone 203 948 3396
 Vendor Work Phone 203 792 4800 Vendor Email americanpavement1992@gmail.com

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years?

Circle one: YES NO

2. Are you on the state or local debarment list for the Dept. of Administrative Services?

Circle one: YES NO

3. Respondent's company financial statement included in the proposal?

Circle one: YES NO

Please list any key features that distinguish the Bidder's product and or services from competitors:

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: American Pavement Specialists LLC

By Bidder's Authorized Representative:

Signature [Signature]

Name Aileen Stanley

Title Managing member

Date 4/23/24

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements of this RFQ.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client Town of Newtown Phone _____
 Contact Person Public Works Dept. Cell _____
 Project Address Toddy Hill Rd and various town roads
 Approximate \$ Value \$400,000.- Start Date _____ Complete Date 7/28/23

REFERENCE #2:

Client Town of Weston Phone _____
 Contact Person Larry Roberts Cell 203 818-7705
 Project Address various town road 2021 + 2023
 Approximate \$ Value (3 consecutive years) Start Date _____ Complete Date _____

REFERENCE #3:

Client Town of Wilton Phone 203 563-0153
 Contact Person Frank Smeriglio Cell _____
 Project Address various town roads
 Approximate \$ Value _____ Start Date 2008 Complete Date 2023
 Start Date _____ Complete Date (continuous 15 years)

American Pavement Specialists LLC Vendor Name
 Vendor Cell Phone 203 948 3396
 Vendor Work Phone 203 792 4800 Vendor Email americanpavement1992@gmail.com

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature

Print Name

Title

Bidder's Company Name

Date

[Handwritten Signature]
Caitlin Stantey
managing member
American Pavement
4/23/24 Specialists LLC

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder American Pavement Spec. LLC
Authorized Signature [Signature]
Print Name Colleen Stanley
Title managing member
Date 4/23/24
Address 20 Shelter Rock Ln.
City, State, Zip Code Danbury CT 06810
Email americanpavement1992@gmail.com
Business Phone Number 203 792-4800
Cell Phone Number 203 948-3396

INVITATION TO BID

PAVING 2024-20

American Cont

CONTENTS

- 1. Legal Notice (Invitation to Bid)**
- 2. General Information**
- 3. Scope of Services**
- 4. Vendor Qualifications**
- 5. Selection Process**
- 6. Timeline of Bid Process**
- 7. Sealed Bid Form**
- 8. Bid Bond Requirements**
- 9. Insurance Requirements and Indemnification**
- 10. Proprietary Information**

1. LEGAL NOTICE

**Town of Newtown
INVITATION TO BID**

The Town of Newtown is seeking competitive bids for the following:

PAVING (Bid #2024-20)

Respondents are required to submit two (2) copies of a sealed bid by no later than:

11:00 AM on Wednesday, April 24, 2024

at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked by each bid and number "PAVING 2024-20/MILLING 2024-21/ FULL DEPTH RECLAMATION 2024-22/ CHIP SEAL/FOG SEAL 2024-23/ EQUIPMENT 2024-24"

Proposals received after that date and time will be rejected.

Bid Packages can be located on the Newtown's website under Purchasing Department.

<https://www.newtown-ct.gov/purchasing-department>

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown.

The Town of Newtown is an Affirmative Action Employer – MBE/WBE are encouraged to bid.

A. Jeffery Capecci First Selectman
Robert G. Tait Finance Director

PURCHASING AUTHORITY

Questions regarding this request for proposal should be directed to the Purchasing Director, Kerri Mubarek,

by e-mail at kerri.mubarek@newtown-ct.gov

2. GENERAL INFORMATION

The Town of Newtown (hereinafter known as "Town") is requesting competitive bids from qualified Contractors (hereinafter known as "Contractor") for Paving, Curbing and Handwork services. The Town reserves the right to accept or reject and all bids in part or in whole. Prices provided by the successful bidder shall remain in effect for all July 1, 2024 to June 30, 2025 following the award of the bid.

There are no total estimated quantities with this bid package. Actual amounts purchased by the town may vary. Contractors shall bid on a per unit basis for each item based on varied quantities determined by the Town.

3. SCOPE OF SERVICES

PAVING IN PLACE HOT MIX ASPHALT (HMA)

Description

This work shall consist of the delivery, placement and compaction of a uniformed texture, non-segregated, smooth bituminous concrete pavement. The Contractor shall furnish all labor, material, equipment, traffic control and other incidentals to provide paving, tack and handwork services on various roads in the Town of Newtown.

Materials

All materials shall conform to specifications outlined in CT DOT Form 817 and its successors.

Construction Methods

All construction methods and equipment shall conform to specifications outlined in CT DOT Form 817 and its successors and the Town of Newtown Road Ordinance.

Method of Measurement

The quantity of bituminous concrete measured for payment shall be determined by the documented weight in tons accepted by the Town in accordance with this specification. Tack coat shall be paid for per gallon applied at the prescribed application rate. Curbing will be paid for by the linear foot installed and accepted by the Town.

Basis of Payment

Paving in Place Hot Mix Asphalt (HMA): This work will be paid for at the contract unit price per ton for "Paving in Place Hot Mix Asphalt "HMA"". All costs associated with cleaning the surface to be paved, including mechanical sweeping, are included in the general cost of the work. All costs associated with constructing longitudinal joints are included in the general cost of the work. This price shall include all equipment, tools, labor, and materials incidental thereto.

Tack Coat: Tack coat will be paid for at the contract unit price per gallon at 60°F for "Material for Tack Coat". This price shall include all equipment, tools, labor, and materials incidental thereto.

BITUMINOUS CONCRETE CURBING

Description

This work shall consist of machine laid bituminous concrete, constructed on the pavement. The Contractor shall furnish all labor, material, equipment, traffic control and other incidentals to provide curbing services.

Materials

All materials shall conform to specifications outlined in CT DOT Form 817 and its successors.

Construction Methods

All construction methods and equipment shall conform to specifications outlined in CT DOT Form 817 and its successors, and the Town of Newtown Road Ordinance.

Method of Measurement

This work will be measured for payment along the top of the curb and will be the actual number of linear feet of bituminous concrete curbing completed and accepted.

Basis of Payment

This work will be paid for at the Contract unit price per linear foot for "Bituminous Concrete Curbing" of the type specified, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

MAINTENANCE AND PROTECTION OF TRAFFIC

Description

The contractor will be responsible for providing all necessary maintenance and protection of traffic. This item will include all construction signs, traffic cones and certified uniformed flaggers for the reclaiming operations. The Town will specify the number of certified uniformed flaggers (**Minimum of 2 flaggers**) necessary for each project. (Ref. MUTCD, ATSSA, CT Form 817 or its successors).

Basis of Payment

This work will be paid for at the Contract unit price for which the "Maintenance and Protection of Traffic (MPT)" is being provided, which shall include all materials, equipment, tools and labor incidental thereto. Maintenance and Protection of Traffic for Paving in Place Hot Mix Asphalt will be paid per ton of asphalt placed. Maintenance and Protection of Traffic for Bituminous Concrete Curbing will be paid per linear foot of curb placed.

4. VENDOR QUALIFICATIONS

The Contractor shall have experience of similar scope contracts identified as part of this contract. In order to ensure a consistently high level of quality in providing the specified services, the Contractor performing must include a list of equipment used is to be attached to bid documents.

5. SELECTION PROCESS

The Town of Newtown reserves the right to contract with the firm deemed most qualified. The Town of Newtown reserves the right to negotiate the contract terms and fees with the selected firm. Any contract award resulting from this Invite to Bid is subject to review and approval by the Town.

The Town of Newtown reserves the right to award the bid based on lowest price, broadest range of services and/or responsive work schedule; or any combination of these criteria. The Town also reserves the right to modify (add, alter or delete) quantity items as deemed necessary.

The Town of Newtown requests that all respondents ensure that the following specifications are included for this project. Any exceptions from this specification/scope of services shall be explained at the bottom of the bid page

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Town of Newtown Purchasing Department website. <https://www.newtown-ct.gov/purchasing-department>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Kerri Mubarek

kerri.mubarek@newtown-ct.gov

It is the responsibility of each bidder to retrieve all addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or the Town of Newtown employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered. Only information issued by such the Town of Newtown written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgement form and the Bidder shall list therein all written Addenda number(s) issued by the Town of Newtown.

Bidders may be required to prove their qualification concerning the following criteria:

- Financial capabilities
- Bonding status
- Contractual history- References
- Quality and stability of product, equipment and sources
- Certificate of Insurance (COI)

6. TIMELINE OF THE BID PROCESS

The following timeline has been tentatively established:

Bid Release	Friday, April 12, 2024
Bid Submission Date	Wednesday, April 24, 2024 at 11AM
Bid Awarded	Spring 2024

7. SEALED BID FORM

TOWN OF NEWTOWN

INSTRUCTIONS FOR BIDDERS

TERMS AND CONDITIONS OF BID

Page 1 of 8

All bids must be submitted with two (2) copies using the below cover sheet and Bid Form (Pages 1-8) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "PAVING 2024-20" including all outer packaging such as DHL, FedEx, UPS, etc.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bids are to be received by the Purchasing Authority at the office of the Finance Director at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470; by no later than 11:00 AM on Wednesday, April 24, 2024, at which time they will be publicly opened. Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidder's Company Name: American Contracting LLC

Address: 75.5 Main St Newtown, CT

Telephone: 203-814-6416

Contact Name and Email: Mike Ought americancontractingllc@yahoo.com

Authorized Signature: Mike Ought

Print Name: Mike Ought

Title: Owner

Website: americancontractingct.com

State of CT Taxpayer ID#: 0851000

Federal Taxpayer ID#: 830458392 Incorporated in the state of: CT

Corporate Seal - Circle one: (YES) NO

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the awarded contract (if applicable) for this procure

Same

BID FORM

Date 4/23/24

Ms. Kerri Mubarek

Purchasing Director

Town of Newtown

3 Primrose Street

Newtown, CT 06470

Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

American Contracting Inc

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

PRICING:**PRICING SHEET****Paving in Place, Hot Mix Asphalt and MPT (Price / Ton)**

Quantity	Unit	S0.5 Unit Price	S0.375 Unit Price	Class 1 Unit Price	Class 2 Unit Price	MPT Unit Price
1 to 60	Ton	\$ 212	\$ 215	\$ 212	\$ 218	\$ 15
61 to 250	Ton	\$ 147	\$ 160	\$ 155	\$ 155	\$ 8
251 to 500	Ton	\$ 120	\$ 135	\$ 120	\$ 130	\$ 4
501 to 2500	Ton	\$ 115	\$ 125	\$ 115	\$ 112	\$ 3.50
2501 to 5000	Ton	\$ 95	\$ 112	\$ 92	\$ 98	\$ 3.50
Handwork	Ton	\$ 200	\$ 100	\$ 200	\$ 210	\$ 15
Leveling / Shimming	Ton	\$ 135	\$ 135	\$ 135	\$ 135	\$ 3.50

Material for Tack Coat (Price / Gallon)

Description	Unit	Unit Price			
Applied Tack Coat	Gal	\$ 6.75			15

Bituminous Concrete Curbing (Price / Linear Foot)

Description	Unit	Unit Price			MPT Unit Price
6" Bituminous Concrete Curb	LF	\$ 6.25			\$ 15

Vendor Name American Contracting Vendor Cell Phone _____
 Vendor Work Phone 203-819-6416 Vendor Email _____

Optional Pricing Sheet for Prevailing Wage Bid Prices:

The Town reserves the right to determine when the use the prevailing wage bid price is required for the Contract.

Paving in Place, Hot Mix Asphalt and MPT (Prevailing Wage Price / Ton)

Quantity	Unit	\$0.5 Prevailing Wage Unit Price	\$0.375 Prevailing Wage Unit Price	Class 1 Prevailing Wage Unit Price	Class 2 Prevailing Wage Unit Price	MPT Prevailing Wage Unit Price
1 to 60	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
61 to 250	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
251 to 500	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
501 to 2500	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2501 to 5000	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Handwork	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Leveling / Shimming	Ton	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Bituminous Concrete Curbing (Prevailing Wage Price / Linear Foot)

Description	Unit	Prevailing Wage Unit Price			MPT Prevailing Wage Unit Price
6" Bituminous Concrete Curb	LF	\$ _____			\$ _____

Exceptions:

Bidder shall indicate below any exceptions (if any) being taken to the language if this Request for Bid and/or the Specifications. Any raised exceptions must be reconciled prior to an award. Insurance requirements have been established by CIRMA.

Vendor Name _____ Vendor Cell Phone _____

Vendor Work Phone _____ Vendor Email _____

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years?

Circle one: YES

NO

2. Are you on the state or local debarment list for the Dept. of Administrative Services?

Circle one: YES

NO

3. Respondent's company financial statement included in the proposal?

Circle one: YES

NO

Please list any key features that distinguish the Bidder's product and or services from competitors:

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: American Contracting

By Bidder's Authorized Representative:

Signature American Contracting He Next Up

Name Mike Voight

Title Owner

Date 4/23/24

REFERENCES

Provide at least three (3) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements of this RFQ.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client Brian Malley / AMS comm. Phone 803-996-8468
 Contact Person Brian Malley Cell _____
 Project Address Misc.
 Approximate \$ Value Misc. Start Date _____ Complete Date _____
 misc. projects / dates

REFERENCE #2:

Client Consumers petroleum Phone 803-731-0912
 Contact Person Peter Wiehl Cell _____
 Project Address Misc.
 Approximate \$ Value Misc. Start Date _____ Complete Date _____
 misc. projects / dates

REFERENCE #3:

Client Town of Newtown Phone 803-870-4300
 Contact Person Anthony Capozziello Cell _____
 Project Address Misc.
 Approximate \$ Value Misc. Start Date 7/23 Complete Date 10/23
 misc. projects / dates
 Start Date _____ Complete Date _____

Vendor Name American Cont. Vendor Cell Phone _____
 Vendor Work Phone 803-814-6416 Vendor Email _____

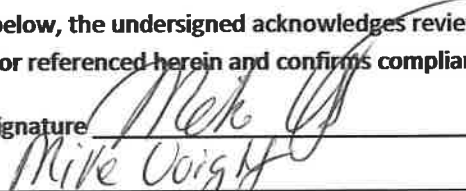
STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature 

Print Name Mike Voight

Title Owner

Bidder's Company Name American Contractors

Date 4/23/24

Before submitting the Bid, each Bidder must examine (a) the Bid Documents thoroughly (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and finding with the requirements of the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

Complete sets of Bid Documents shall be used in preparing Bids; neither Town of Newtown nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid. Town of Newtown in its sole discretion may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. A Bid which includes, for any Item(s), a Bid price that is abnormally low or high may be rejected in its entirety. Town of Newtown reserves the right to reject the Bid of any Bidder that Town of Newtown's considers not to possess the qualifications necessary to complete this work.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Kerri Mubarek, Purchasing Director, prior to the stated time and at the place of the Bid Opening. Town of Newtown is not responsible for Bids delayed by mail and/or delivery services of any nature.

Requirements:

- A. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- B. The Bidder shall acknowledge and agree that if awarded the RFP, Bidder shall be solely responsible for the strict compliance with all Federal, State, and Local statutes, laws, codes, rules, regulations and ordinances, and to obtain and maintain all necessary licenses and permits relating to this procurement. The successful Bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work.
- C. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Newtown and any other state or federal agency whose approval may be necessary.

Upon Award, all bidding documents, including this Request for Proposal, Addenda and the Award Resolution shall be incorporated by reference in the contract, whether such contract is in the form of a Town of Newtown Purchase Order, or otherwise.

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder American Contracting Inc
Authorized Signature Mike Voight
Print Name Mike Voight
Title Owner
Date 4/23/24
Address 77. S. main st.
City, State, Zip Code Newtown CT 06470
Email americancontracting1k@yahoo.com
Business Phone Number 203-814-6416
Cell Phone Number _____

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of the job site(s). The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

STANDARD WAGE RATES Contractor shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, Town of Newtown reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town of Newtown. In evaluating Bids, Town of Newtown will consider the qualifications of those Bidders who's Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders and who possesses, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by Town of Newtown.

After review of these and other factors, including without limitation, responsiveness, qualifications and price, Town of Newtown reserves the right to reject any and all Bids, or any part thereof, to waive any and all informalities or to decline to make an award if it is in the Town of Newtown's best interest to do so. The Town reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.

PURCHASE ORDER ISSUANCE/AWARD

If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

If a contract is to be awarded, the Town of Newtown will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days thereafter (as needed) excluding Saturdays, Sundays and legal holidays, Contractor shall sign and return all copies of the

contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the Town of Newtown. Thereafter, upon all required reviews, approvals and the Town of Newtown signature, the Town of Newtown will deliver one fully signed copy of the contract to the Contractor. The Town of Newtown shall incur no obligations, contractual or otherwise, unless and until the Town of Newtown signs the contract, delivers a signed copy of the contract to the Contractor and delivers to the Contractor written notice to proceed.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

MODIFICATION OR WITHDRAWAL OF BID PRIOR TO DEADLINE

A Bidder wishing to withdraw a bid prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signed the Reply Sheets/Submitted Documents of RFP. The Town of Newtown will verify that the signature on the letter matches the signature on the Reply Sheets/ Documents of a RFP and will also verify the request to withdraw the bid by calling the Bidder at the telephone number provided on the Reply Sheets/ Submitted Documents of the RFP.

After the Town of Newtown is satisfied that the request to withdraw a bid before the established deadline is valid, the bid will be returned to the Bidder. The Bidder may then withdraw completely from the bidding process or may modify the bid and resubmit before the deadline (or the Town of Newtown authorized postponement thereof).

MODIFICATION OR WITHDRAWAL OF BID AFTER DEADLINE

If a bid security is required and a Bidder does not honor their bid for the specified time, the bid check shall become the property of the Town of Newtown; or if a Bid Bond was furnished, the Bid Bond shall be payable to the Town of Newtown. Any Bid received after the time and date specified as the time for the Town of Newtown opening of Bids shall not be considered. After the deadline, the submitted bids become the property of the Town and are valid proposals to be honored ninety (90) days, as specified in the RFP.

Once bids are opened by the Town of Newtown, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the Town of Newtown opening of the Bids.

Bidders, who do not honor their bids for the ninety (90) day period, shall be disqualified.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF NEWTOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF NEWTOWN. WITHOUT LIMITING THE FOREGOING IN ANYWAY, THE TOWN FURTHER RESERVES THE RIGHT TO REJECT ANY BID IF THE BIDDER IS DELINQUENT IN THE PAYMENT OF ANY TAXES OR FEES OWED TO THE TOWN.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should be directed in writing to:

Kerri Mubarek: kerri.mubarek@newtown-ct.gov

Inquiries must reference the RFP number and the date of bid opening, and must be received no later than as indicated in the bid documents. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICE GUARANTEE/DURATION OF BID

For acceptance by the Town of Newtown, prices quoted must be firm, for period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B DESTINATION

Prices quoted shall be Net- Delivered to destination. Bids quoting other than F.O.B Destination may be rejected.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town of Newtown shall be paid without the approval of the Director of Business for correctness and legality. Appropriate checks shall be drawn by the Director of Business for approved charges and they shall be valid without countersignature unless the Board otherwise prescribes.

PAYMENT PERIOD

The Town of Newtown shall use its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. For projects that do not require a performance or Bid Bond, the Town of Newtown reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

8. BID BOND- NOT REQUIRED

The BID BOND is NOT required for this bid.

Based on the scope of each individual project under this bid, the Town has the right to require a Performance Bond and Payment Bond.

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the Town of Newtown (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI). The insurance shall be reviewed and approved in writing by the Town of Newtown. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reason unless prior written notice of thirty (30) calendar days has been mailed to the Town of Newtown Business Office at 3 Primrose Street, Newtown, CT 06470.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company licensed to do business in the State of Connecticut, with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the current A.M. Best Company ratings. The successful bidder will be required to furnish a Certificate of Insurance naming the Town of Newtown, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut.

At no additional cost to the Town of Newtown beyond the Bidder's Total Bid Price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the Town of Newtown from claims which may arise out of or result from the Contractor's obligation under the Town of Newtown contract, whether such obligations are the Contractor's or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable.

The insurance coverages carried by the Contractor (as described below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor or any person or entity directly or indirectly employed by said Contractor, or by any person or entity for whose acts said Contractor may be liable or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
- The Owner (Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an Additional Insured under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include coverage for both **ongoing operations and completed operations**.

CG 20 10 04 13 and CG 20 37 04 13 (both forms must be included)

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an Additional Insured under the Business Auto /Commercial Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

3. Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
 - \$1,000,000 each accident
 - \$500,000 aggregate for injury by disease
 - \$500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the

Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Umbrella Liability/Excess Liability: Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- The Umbrella /Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**5. Professional Liability (aka Errors and Omissions Liability):
Minimum Limits required (Applicable to Engineers and Architects)**

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an Additional Insured onto the Professional Liability (aka Errors and Omissions Liability) policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis**.

The Professional Liability policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Town. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 calendar days' prior written notice has been given to Town of Newtown from the insurer regardless of the reason for such cancellation.

Failure to Maintain Insurance: In the event the Contractor fails to maintain required coverage as set forth herein, the Town of Newtown may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town of Newtown, and all of their elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Contractor's performance of the contract.

The Contractor's obligation to hold harmless, defend and indemnify the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer or invitee of the Contractor.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply. All current prevailing wage information may be accessed online at no cost at <http://www.ctdol.state.ct.us/> (the Town of Newtown will apply the most current wage decision applicable at the time of contract award.)

APPLICABLE LAW

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive venue shall be the Connecticut Superior Court for the Judicial District of Danbury, Connecticut.

CONFIDENTIALITY/DISCLOSURE

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal.

The Town of Newtown will afford due regard to the Contractor's request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from the release pursuant to FOIA.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town of Newtown whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended currently in effect. The successful bidder will further certify that all items furnished under this project will conform and comply with all applicable Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Newtown from and against any and all damages, fines and/or penalties that may be assessed against the Town of Newtown arising out of resulting from the Contractor's performance of the contract.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

The goods and services to be provided under any contract or purchase order awarded pursuant to the Invitation to Bid are exempt from sales taxes from the State of Connecticut under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

Town of Newtown

CT State- 0459289-000

Federal – 06-6002048

10. PROPRIETARY INFORMATION

This Invite to Bid and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is finalized.