

Form Pur. 1  
 REQUEST FOR QUOTATION  
 BIDS TO BE SUBMITTED TO:  
 DEPARTMENT OF PURCHASES  
 27 WEST MAIN STREET, ROOM 401  
 NEW BRITAIN, CT 06051

Bid No. 3718  
 Issued: February 15, 2013  
 Page 1 of 48 Pages

Bid No. 3718  
 Date Submitted \_\_\_\_\_  
 Delivery: \_\_\_\_\_ days after receipt of order  
 Terms: Cash Discount \_\_\_\_\_% 30 Days  
 Net Cash \_\_\_\_\_ Days

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Bidder \_\_\_\_\_

Prices Quoted Must be F.O.B. Various City Streets within  
New Britain, CT

Street \_\_\_\_\_

Date of Bid Opening March 1, 2013 Time 11:00 AM

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Delivery Required \_\_\_\_\_ Jack Pieper  
 Purchasing Agent

Signature and Title \_\_\_\_\_

Amount of Bid Bond 10%

(Printed name of signer) \_\_\_\_\_

Bidder's Telephone Number \_\_\_\_\_

Bidder's Email Address \_\_\_\_\_

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	UNIT PRICE
1	<p style="text-align: center;">Crack Sealing of Various City Streets</p> <p style="text-align: center;"><b>Pre-Bid Meeting, Friday February 22, 2013 at 10:00AM, Room 501, City Hall, 27 West Main St., New Britain, CT. 06051</b></p> <p style="text-align: center;"><b>****PLEASE SUBMIT BIDS IN DUPLICATE****</b></p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> <li>1. Form Pur. 1 (Request for Quotation).</li> <li>2. Non Collusive Pg. 18, Compliance with City Wage Ordinance 2-626 Pg.19, W9 Pg.32 and Prospective Bidders Pg. 21</li> <li>3. A Bid Bond is required for all goods or services that are \$25,000.00 or greater.</li> <li>4. List of Completed Projects, Page 14</li> </ol> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p>Please submit Pricing on Pages 15, 16 and 17</p>

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS  
CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located within the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than two (2) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount.
11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
12. Section 2-592, All formal bids shall, whenever possible, be based on at least three (3) competitive bids and shall be awarded to the lowest responsible bidder. If three (3) competitive bids are not received, the City reserves the right to reject any and all bids received and not to award the bid and to go back out to bid to obtain three (3) competitive bids.
13. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

14. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.
15. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.
16. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
17. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
18. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.
19. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.
20. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.
21. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopied compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.
22. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.
23. A performance guarantee shall be required per City Ordinance, Sec. 2-702, for all contracts for goods and services entered into by the City of New Britain where the contract price is fifty thousand dollars (\$50,000.00) or more. A performance guarantee shall be required for contracts of less than fifty thousand dollars (\$50,000.00) where deemed necessary in order to protect the interests of the City or as required by State or Federal statute, ordinance or regulation.

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

## CRACK SEALING OF VARIOUS CITY STREETS

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE SEALED, CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

### NOTICE/INSTRUCTIONSTO BIDDERS:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered. Roadway lengths and widths provided in the bid package are approximations and have not been field verified. Actual field conditions may vary.
2. The City of New Britain is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. **Manufacturer of the Sealant to be utilized must be clearly stated.**
5. **Questions regarding the Purchasing/Bid process may be directed to Jack Pieper, Purchasing Agent, Questions regarding Technical Specifications may be directed to Mark Rossetti, New Britain Public Works, Engineering Division. To receive consideration, such questions must be received by the City at least three (3) days before the bid opening. All requests for an interpretation shall be made in writing by the Bidder.**
6. Vendor insurance requirements are as follows:  
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit Each Accident	\$1,000,000
	Umbrella* (Excess Liability)	\$1,000,000
Professional Liability Aggregate	Each Occurrence	\$1,000,00
		\$ 1,000,000

CITY OF NEW BRITAIN  
PUBLIC BID NO. 3718

\* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

Purchaser shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

7. **HOLD HARMLESS AGREEMENT:** The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

9. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery the items contemplated therein. The Contractor to supply with their bid a list of similar projects completed in the last five (5) years. The list must include contacts with phone numbers.

10. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

11. If City Hall is closed on the day of the bid opening due to inclement weather or any other conditions, the bid opening date shall be postponed until the same hour on the next day that City Hall is officially open for business.

12. Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the bid opening to determine if an addenda have been issued.

13. Submission of a bid in response to this solicitation indicates that the Contractor understands and agrees to the terms of this section. Contractor shall comply with City of New Britain Code of Ordinances, Section 2-625 to Section 2-628, provisions following, and shall be applicable to this bid:

#### Sec. 2-625. Definitions

For the purposes of this division, the following definitions shall apply:

- (a) "Building, property equipment or maintenance services" includes any janitorial, cleaning, maintenance or related service.
- (b) "Contractor" means any provider of food, clerical, transportation, securing building, property, equipment or maintenance services whose rate of reimbursement or compensation is determined by a service contract with the City or any City agent, including (1) building, property or equipment service companies, (2) management companies providing property management services, (3) companies providing food preparation or service, or both, (4) companies providing transportation services, (5) companies providing clerical services and (6) companies providing security services.
- (c) "Effective wage" means, for a worker not paid on an hourly basis, his/her income from the employer in question for the most recent full pay period divided by the number of hours he/she worked during that pay period.
- (d) "Employer: means any person, organization or other entity that uses or received money from or through the City, and shall include the City.
- (e) "Food services" means the services of a contractor involving the regular provision of food at a City owned facility under a contract with the City. Only contracts of greater than twenty-five thousand dollars (\$25,000.00) may be considered "food service".
- (f) "Living wage" means the poverty guideline for a family of four (4) most recently published by the U.S. Department of Health and Human Services, divided by 1,763. (This wage level allows a full-time worker to earn 118% of the poverty guideline.)
- (g) "Local job agency" means any nonprofit organization based in or with an office in the City of New Britain, which maintains a list of residents of the City of New Britain, who within the three (3) months pervious, have declared their need for employment.

- (h) "Lowest paid worker" means the employee of a contractor performing work under a service contract with the City who receives the lowest hourly pay of all the employees of said contractor doing work under said contract, considering both the wages of wage employees and the effective wages of non-wage employees.
- (i) "The "lowest pay" means the wage or effective wage of the contractor's lowest paid worker.
- (j) "Pay period" means the period of time worked by an employee for which he/she is paid in a single paycheck.
- (k) "Paycheck" shall mean any regular disbursement of funds to an employee by an employer for work performed.
- (l) "Service Contract" means a contract or agreement between a business and the City or any City agent for the provision of food, clerical, transportation, building, property, equipment or maintenance services by the business. Construction contracts shall not be deemed service contracts. Contracts for services to be performed for a duration of five (5) or fewer days or on an "as-needed" basis shall not be deemed service contracts.
- (m) "Worker" or "employee" means a natural person who performs services for an employer for whom the employer is required to withhold income taxes pursuant to the federal Internal Revenue Code.

#### Sec. 2-626. Applicability

Notwithstanding any other provision of this Code of Ordinances and in addition to the requirements of Section 2-569 of said Code, no bid for an amount in excess of twenty-five thousand dollars (\$25,000.00) shall be accepted pursuant to Division 3 of Article VIII of Chapter 2 of said Code without being accompanied by an affidavit, signed by the owner or an officer of the company under the pains and penalties of perjury, attesting that:

- (a) The Contractor agrees that, should need arise for the Contractor to hire workers within three (3) months of the purchase in question for work to be performed within ten (10) miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two (2) business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application and manner by which one may apply for such employment, including any application form(s) that may be used. The Contractor shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (b) The Contractor agrees to inform employees who might be eligible of their possible right to the Federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

- (c) The Contractor agrees to be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the Contractor be withheld by or returned to the City in the event a violation is found.

Sec. 2-627. Requirements

Notwithstanding any other provisions of this Code of Ordinances, all service contracts in excess of twenty-five thousand dollars (\$25,000.00) entered into by the City shall include:

- (a) Requirement that the Contractor maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the service contract.
- (b) A requirement that the contractor agrees to inform employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.
- (c) A requirement that, should need arise for the Contractor to hire workers to carry out the terms of the contract in question or for any other activities to occur or commence during the period of the contract in question within ten miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. The Contractor shall also agree to give first preferences to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (d) A requirement that the Contractor be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

Sec. 2-628. Keeping of Records

- (a) Each local agency shall maintain a list which shall include the names, addresses, telephone numbers and job skills of persons declaring their need for employment and shall also note the last date each such person declared to the local job agency his or her need for employment. No name shall be maintained on such list for more than three months after the last date the person seeking employment declared his or her need for employment.
- (b) The City Purchasing Agent shall keep an updated list of all nonprofit agencies opting to act as local job agencies, including their names, addresses and telephone numbers. This list shall be made available to any company required to utilize it to comply with the Code of Ordinances and to other business or organization seeking to hire workers.

**14. All Bidders must complete all of the attached forms as well as the W9, Non Collusive Affidavit of Bidders, Affidavit for Compliance with Section 2-626 of the City Code of Ordinances and the Notice To Prospective Bidders Certification Required forms, with are attached, and submit them with their bid documents in order for their bids to be considered. Bidders shall certify that neither they nor any business or corporation fully or partially owned by the bidders are not delinquent on the payment of City property taxes or fees. The Non Collusive Affidavit and Affidavit for Compliance with Section 2-626 of the City Code of Ordinances must be also be signed and notarized by an official State Notary and the Notary's seal placed on it. If the required forms are not completed the City reserves the right to reject the submitted bid.**

**15. Awarding the Bid:** The City reserves the right to accept or reject any or all bids and to withdraw this invitation to bid at any time before or after the bids are opened. The City at its discretion will award each of the three (3) street sections of the bid separately to the lowest responsible bidder(s). That bidder is the firm who is qualified and competent to do the work, whose past performance is satisfactory to the City and whose bid documents comply with the procedural requirements stated herein.

**16. Bonds:** A Bid Bond of 10% is required to be submitted by the bidder with the bid. Performance and Material Bonds along with a Certificate of Insurance is required from the Bidder awarded the bid.

**17.** At the time of the bid opening, each bidder is presumed to have read and is thoroughly familiar with all bid documents, and received any addenda issued. Failure or omission of the bidder to receive or examine any documents or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid that they submitted.

**18. Pre-bid Conference: February 22, 2013 at 10:00AM, City Hall, Room 501, 27 West Main Street, New Britain, CT. 06051. It is highly recommended that it be attended.**

**19. City-based Bidder: Taxpayer funding is being used for this project so therefore the rules set forth on page 2, Item 10, Section 2-578 of the Bid Spec that allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts will apply.**

**20. Calendar Days and Liquidated Damages:** The Contractor shall agree to complete the work within **45 days** from receipt of the Notice to Proceed. The date of completion shall be known as the "Date of Substantial Completion" when all construction is sufficiently complete in accordance with the Contract Documents, so the owner can occupy or utilize the work or designated portion thereof for the use which it is intended, and the work is properly finished to provide the appearance intended, and the Certificate of Completion is issued by the Owner to the Contractor.

If the Contractor neglects, fails or refuses to substantially complete the Project Work within the Time of Completion as specified herein, or any proper extension granted thereto by the, then the Contractor shall agree, as part consideration for the award of this Contract, to pay to the Owner a liquidated damage for breach of contract for **each and every calendar day** that the Contractor shall be in default on the subject Phase. This is not to be construed in any sense as a penalty.

Where actual damages for any delay in substantial completion of a Phase are impossible to determine by reason of the Owner's election not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for, and shall pay to the Owner, the sum of **\*Five Hundred Dollars (\$500.00)**, as fixed, agreed, and liquidated damages for **each calendar day** of such delay until the work is substantially completed and accepted.

## **SPECIFICATIONS:**

### **A. Scope of Work**

The work covered by this section of these bid specifications consists of furnishing all plant, labor, equipment and material necessary to perform all operations in connection with reshaping, cleaning, and sealing of random cracks in bituminous concrete pavement and vegetation removal and sterilization of cracks where necessary.

### **B. Materials**

1. Sealant must be Crafft or Koke or an approved equal and exceeds federal standard ASTM, D3405.
2. 3060 granulated "black beauty" slag
3. DETACK or approved equal anti-tacking agent
4. Ground reclaimed rubber (filler material) or approved equal.
5. Provide MSDS sheets on all materials

The bidder who is submitting a bid for the Sealant other than the name brands indicted above must attach specifications of the named brand they submitted a bid for. The decision on whether to use the substitution or the named brand rests solely with the City. The City reserves the right to reject the bid submitted by the Bidder other than the name brands indicted.

### **C. Equipment**

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the City's Director of Public Works or his Designee and maintained in satisfactory working conditions at all times.

1. Equipment for reshaping cracks shall be spindle type cutter or as approved by the Public Works Director or his Designee.
2. Manually operated gas powered air broom or self-propelled sweepers, designed especially for cleaning of highways and or air filed pavements, shall be used to remove debris, dirt and dust from the road surfaces.
3. Hand tools shall consist of brooms, shovels, metal bars with chisels and any other tool which may be used or needed to satisfactorily complete the work.
4. Melting Kettle: The unit used to melt joint crack sealing compound shall be a double boiler, indirect fire type. The space between the inner and outer shell shall be filled with suitable heat transfer oil or substitute with a flash point of not less than 600 degrees Fahrenheit. The kettle shall be equipped with a means of continuous agitation to maintain

a homogeneous joint sealant blend. This shall be accomplished by the use of an auger agitator. The agitator shall be permanently equipped with thermostatic controls and temperature gauges on both sealant and transfer medium. Kettle shall be capable of pressure applying and recirculation of sealant in order to maintain constant pouring temperature.

5. Equipment used for blowing clean and drying air for the rejuvenation of sidewalks or cracks and joints shall be compressed air blow dryer.

#### **D. Preparation**

1. All cracks 1/8" and wider shall be sealed.
2. Cracks shall be thoroughly cleaned. No Crack sealing material shall be applied in wet cracks or where frost, snow or ice is present or when ambient temperature is below 40 degrees Fahrenheit.
3. Debris removal: all old material and debris removal from cracks shall be cleaned from the pavement surface.
4. Vegetation: when cracks show evidence of vegetation, it shall be removed, eliminating all dirt and moisture. All cracks of sufficient depth and over 3/4" in width shall, when necessary, be filled with ground reclaimed rubber to within 5/8" of the top of the pavement.
5. Dry granulated "Black Beauty" slag or approved equal shall be dusted over cracks to eliminate pick-up.

#### **E. Preparation of the Sealant**

Joint sealant material shall be heated and applied at temperatures specified by the manufacturer.

#### **F. Installation of the Sealant**

All cracks shall be sealed as specified herein, and the sealant shall be bonded to the pavement. Sealant shall be applied by a banding type pour pot leaving a thin over seal of approximately 3" wide.

#### **G. Workmanship**

All workmanship shall be of the highest quality. All excess and spilled sealer shall be removed from the pavement by approved methods and discarded. Do not over band or fill excessively. No overbanding shall be allowed on areas where cars will park. Any workmanship determined by the Director of the Public Works or his designee to be below standards shall be corrected and or replaced by the contractor at the Contractors own expense. The Contractor shall supply with their bid a list of similar projects completed in the last five (5) years. The list must include contacts with phone numbers.

#### **H. Scheduling of Work**

The contractor shall perform all work Monday through Friday, excluding City Holidays, between the hours of 7:30AM and 3:00PM. The contractor needs to inform the Director of the Public Works Department of his designee of their work schedule each week and obtain his approval.

#### **I. City Inspector**

The City will provide a City Inspector to make sure all work is being performed to specification.

If the City Inspector must work overtime to complete the inspections or be at the job site because the contractor is performing work after the Scheduled Work Hours, or if the work is performed on a designated City Holiday, the Contractor will be responsible to pay for the City Inspector's overtime.

The overtime rate for the City of New Britain Project Inspector will be \$57.17/hour for regular overtime. Sundays and Holidays will be at higher rates.

#### **J. Traffic Control**

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, delineators, scheduling Police Officers, lights or any other warning devices needed or requested by the City's police department. A traffic control plan shall be submitted for approval by the City's Police Department before beginning of work. The contractor is responsible to provide a safe work environment for the motoring public, pedestrians and their work crews.

#### **K. Police Officers**

The City will pay the Contractor its actual costs for the use of Police Services, as needed, for the project and/or Alternates plus an additional 5% as reimbursement for the Contractor's administrative expense in connection with the services provided. Only City Police Officers will be used for traffic control

#### **H. Permits**

The contractor is responsible for obtaining and paying for all required permits to perform the required work.

#### **I. Subcontracting**

The successful bidder may utilize the services of specialty subcontractors on those portions of the work which, under normal contracting practices are performed by specialty subcontractors. The successful bidder shall not award any portion of the work to a subcontractor without prior written approval of the City. The acceptance of any and all subcontractors shall reside with the City, and the City's decision shall be final. The successful bidder shall be fully responsible to the City for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby. The successful bidder shall cause appropriate provisions to be included in all subcontracts relative to this project to bind subcontractors to the provisions of the Contract and these Bid Documents as applicable to work performed by the subcontractor on this projects; and appropriate provisions to give the City the same powers and

**authority over any subcontractor as it has over the Contractor under the provisions of said documents.**

**J. Wage Rates**

**Attention of the bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates as set forth by the State of Connecticut which are included in this Bid Document. State of Connecticut Wage Rates do apply to this project.**

**The rates of pay set forth are the minimum to be paid during the life of the Contract. It is therefore the responsibility of the Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.**

**K. Equal Employment Opportunity**

**Attention of the Bidders is called to the applicable State and Federal requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, or national origin.**

**L. Local Preference**

**Per City Ordinance, Section 2-578, item 10 which allows up to a ten (10) percent differential in favor of residential Bidders applies to this project.**

*CITY OF NEW BRITAIN*

**BID 3718 CRACK SEALING OF VARIOUS CITY STREET**

**LIST OF CRACK SEALING PROJECTS WITHIN THE LAST FIVE (5) YEARS**

LOCATION	PROJECT	CONTACT	CONTACT PHONE NUMBER
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**BID FORM**  
**CRACK SEALING OF VARIOUS CITY STREETS**  
**SECTION #1**

Street Name	From	To	Length(ft.)	Width(ft)	Cost
Kilbourne Ave.	Stanley St.	End	844	28	\$
Paul Manafort Dr.	Stanley St.	East St.	3,396	37	\$
Carlton St.	Allen St.	Eddy Glover Blvd.	3,107	30	\$
Marlin Rd.	Pape Rd.	Barbour Rd.	1,667	26	\$
Barbour Rd.	Ella Grasso Blvd.	Stanley St.	4,182	36	\$
Par Dr.	Golf Blvd.	End	331	26	\$
Golf Blvd.	Par Dr.	Barbour Rd.	873	35	\$
Fairway Dr.	Barbour Rd.	End	2,010	25	\$
Pape Rd.	Barbour Rd.	End	1,178	23	\$
Dennis Dr.	Pape Rd.	Marlin Rd.	1,210	25	\$
Francis St.	Stanley St.	Eddy Glover Blvd.	3,650	30	\$
Police Traffic Control (Est.)					\$10,000.00
<b>Total Section 1</b>					<b>\$</b>

**BID FORM**  
**CRACK SEALING OF VARIOUS CITY STREETS**  
**SECTION #2**

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Length(ft.)</b>	<b>Width(ft)</b>	<b>Cost</b>
Ellis St.	Glen St.	Bingham Ct.	7,091	34	\$
Cambridge St.	Linwood St.	Kensington Ave.	828	30	\$
Cedar St.	West Main St.	Columbus Blvd.	849	30	\$
Grove Hill	West Main St.	Lake St.	1,011	28	\$
Lake St.	Grove Hill	Cedar St.	1,260	35	\$
Roosevelt St	Edgewood St.	South St.	1,348	27	\$
Smalley St.	East St.	Stanley St.	2,455	30	\$
Monroe St.	Corbin Ave.	Glen St.	4,657	30	\$
Hurlburt St.	Smalley St.	End	366	27	\$
Gladden St.	Smalley St.	End	666	24	\$
Police Traffic Control (Est.)					\$10,000.00
<b>Total Section 2</b>					<b>\$</b>

**BID FORM**  
**CRACK SEALING OF VARIOUS CITY STREETS**  
**SECTION #3**

Street Name	From	To	Length(ft.)	Width(ft)	Cost
Black Rock Ave.	Corbin Ave.	Town Line	6,275	36	\$
Brookside Rd.	Corbin Ave.	Ten Acre Rd.	1,312	30	\$
Bunnell St.	Wooster St.	Winchell Rd.	1,007	25	\$
Elbridge Rd.	Corbin Ave.	End	1,609	30	\$
Garden St.	Black Rock Ave.	Lincoln St.	1,117	30	\$
Laurel Rd.	Virginia Ave.	End	1,111	29	\$
Oakwood Drv.	Steele Rd.	End	911	30	\$
Ten Acre Rd.	Corbin Ave.	Reservoir Rd.	1,953	24	\$
Virginia Ave.	Elbridge Ave.	Laurel Rd.	617	30	\$
Essex Pl.	Elton St.	End	299	24	\$
Murray St.	Vine St.	End	630	30	\$
Police Traffic Control (Est.)					\$10,000.00
<b>Total Section 3</b>					\$

**NON COLLUSIVE AFFIDAVIT OF BIDDERS**

**BID# 3718 CRACK SEALING OF VARIOUS CITY STREET**

State of (\_\_\_\_\_);

County of (\_\_\_\_\_).

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I certify that:

- (1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that \_\_\_\_\_ understands and acknowledges that all  
(name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_,  
2013

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

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

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

Notary Public  
My Commission Expires

\_\_\_\_\_  
Date

**AFFIDAVIT FOR COMPLIANCE WITH SECTION 2-626 OF THE CODE OF  
ORDINANCES FOR BIDS EXCEEDING \$25,000.00**

**BID# 3718 CRACK SEALING OF VARIOUS CITY STREET**

The undersigned, being duly sworn, hereby deposes as follows:

1. I am over the age of eighteen (18) years and understand the obligations of an oath.
2. I have personal knowledge of the facts recited herein.
3. This affidavit is signed under the penalties of perjury and false statement and is being signed in connection with Public Bid Number \_\_\_\_\_.
4. I hold the position of \_\_\_\_\_ with \_\_\_\_\_ and certify that I am authorized to sign this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible for my firm to comply with the Labor Standards set forth per the City Ordinances, section 2-625 through sections 2-628 as indicted in this bid specifications.
5. I further certify that \_\_\_\_\_
  - (a) Will maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the contract. I agree that my firm will inform our employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to our employees forms informing them about the EIC and forms required to secure advance EIC payments from my firm.
  - (b) Should a need arise for my firm to hire workers to carry out the terms and conditions of this bid or its contract or for any other projects to occur or commence during the contract period within ten miles of the boundaries of New Britain, my firm shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. My firm also agrees to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when my firm is hiring someone from within our organization.

6. \_\_\_\_\_ furthers agrees to be bound by the terms and

Name of Company

requirements set forth in sections 2-625 through 2-628 of the Code of Ordinances including that monies otherwise due to be paid under the terms of the contract may be withheld by or required to be reimbursed to the City of New Britain in the event a violation of these provisions is determined

Dated at \_\_\_\_\_, Connecticut

This \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
Legal Name of Bidder/Company

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

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: \_\_\_\_\_ 20\_\_

COUNTY OF \_\_\_\_\_

Personally appeared, \_\_\_\_\_ Title \_\_\_\_\_ of

\_\_\_\_\_, duly authorized, who signed the foregoing  
Name of Company

Instrument and acknowledged the same to be his/her free act the free  
act and deed of said \_\_\_\_\_ before me.  
Name of Company

Notary Public \_\_\_\_\_  
Commissioner of Superior Court

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

**Sec. 2-575. Rejection of bid where bidder is in default to city.**

**The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.**

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3718 are: (Please type or print clearly and use additional pages if necessary).

1. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

2. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

3. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principals as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

\_\_\_\_\_ Date: \_\_\_\_\_

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: \_\_\_\_\_ Date: \_\_\_\_\_



PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_,  
Contractor) (Corporation, Partnership or Individual)

hereinafter called "PRINCIPAL" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the "SURETY", are held and firmly bound unto CITY  
OF NEW BRITAIN, hereinafter called "OWNER" in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of

the United States, for the payment of which sum well and truly to be  
made we bind ourselves, our heirs, executors, administrators and  
successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OF THIS OBLIGATION is such that Whereas the Principal entered  
into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, copy of which is hereto attached and made a part hereof for the construction  
of:

**Crack Sealing of Various City Street, Public Bid No.3718**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its  
duties, all the undertakings, covenants, terms, conditions and agreements of said  
contract during the original term thereof, and any extensions thereof which may be  
granted by the Owner, with or without notice to the Surety, and if he shall satisfy  
all claims and demands incurred under such contract and shall fully indemnify and  
save harmless the Owner from all costs and damages which it may suffer by reason of  
failure to do so, and shall reimburse and repay the Owner all outlay and expense  
which the Owner may incur in making good any default, and shall promptly make  
payment to all persons, firms subcontractors, and corporations furnishing materials  
for or performing labor in the prosecution of the work provided for in such  
contract, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the  
construction of such work, and all insurance premiums on said work, and for all  
labor, performed in such work whether by subcontractor or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extensions of time alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_ Principal

(Principal) Secretary

BY:

(SEAL)

\_\_\_\_\_ (Address - Zip Code)

Witness as to Principal \_\_\_\_\_

(Address - Zip Code) \_\_\_\_\_

ATTEST:

\_\_\_\_\_ Surety

BY: \_\_\_\_\_ (Surety) Secretary

(SEAL)

\_\_\_\_\_ Witness as to Surety

NOTE: Date of Bond must not be prior to date of Contract. If a Partnership, all partners should execute the bond.

\_\_\_\_\_ (Address-Zip Code)

BOND NO.

LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,

as Principal (hereinafter called Principal) and

\_\_\_\_\_ as surety (hereinafter called Surety)

are held and firmly bound unto THE CITY OF NEW BRITAIN as Obligee (hereinafter called Owner) for the use and benefit of claimants as

hereinbelow defined; in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, principal has written agreement dated

\_\_\_\_\_, entered into a Contract with Owner for the construction of

**Crack Sealing of Various City Street, Public Bid No.3718**

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefor, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the name and corporate seal of each corporation partly being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

Attest: BY:  
\_\_\_\_\_  
\_\_\_\_\_

BY:  
Affix Corporate Seal

ATTEST:  
\_\_\_\_\_  
\_\_\_\_\_

BY:  
Affix Corporate Seal

Countersigned

by

\*Attorney-in-Fact, State of

\*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_  
in the year **TWO THOUSAND AND THIRTEEN** by and between THE CITY OF NEW BRITAIN,  
hereinafter called the "OWNER" and \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the "CONTRACTOR".

WITNESSETH THAT, the Contractor and the Owner for the considerations hereinafter named agree as follows:

**Article 1. SCOPE OF WORK**-- The Contractor shall furnish all of the materials and perform all of the work as described in the specifications prepared by the City of New Britain as and in these Contract Documents entitled the "Engineer", entitled: **CRACK SEALING OF VARIOUS CITY STREETS, Bid No.3718**, as and in these Contract Documents entitled the "Project"; and shall do everything required by the Contract Documents as designated in Article 3 of this Agreement.

**Article 2. THE CONTRACT PRICE**-- The Owner will pay the contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Section entitled "Changes in the Work" under the General Conditions.

**Article 3. CONTRACT**-- The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda thereto:

No. \_\_\_\_ date \_\_\_\_\_ No. \_\_\_\_ date \_\_\_\_\_ No. \_\_\_\_ date \_\_\_\_\_

- c. Bid Document
- d. Bid Proposal Submittal Document, as submitted by Contractor
- e. Specifications
- f. New Britain Standard Specifications for Municipal Construction
- g. Connecticut Department of Transportation Form 816

This Agreement, together with the other documents enumerated in this Article 3 and other documents which are made part hereof by reference, forms the Contract between the parties hereto.

The Contractor and the Owner for themselves, their successors, executors and administrators and assigns hereby agree to the full performance of the covenants herein contained.

**Article 4. NOTICE TO PROCEED, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:--**The Contractor shall agree to commence work within ten (10) calendar days after receipt of the "Notice to Proceed" from the Owner. Such Notice may be sent after execution of this Agreement (also referred to herein as the "Contract").

The Contractor shall agree to complete the work within 45 days from receipt of the Notice to Proceed. The date of completion shall be known as the "Date of Substantial Completion" when all construction is sufficiently complete in accordance with the Contract Documents, so the owner can occupy or utilize the work or designated portion thereof for the use which it is intended, and the work is properly finished to provide the appearance intended, and the Certificate of Completion is issued by the Owner to the Contractor.

The Contractor shall prosecute the work continuously until completion. The rate of progress for any given Phase shall be at least that shown on the "Schedule of Progress" which is to be submitted to the Engineer by the Contractor in a form satisfactory to the Engineer prior to execution of this Agreement.

In general, work shall be prosecuted continuously throughout the term of the Contract, including the winter season. The Contractor will be expected to keep work going whenever possible. The Engineer will determine when conditions are unfavorable for work, or for any portion thereof, and may order that work be suspended on any part or all portions of the Contract whenever, in his opinion, the conditions are not such as will insure first class work.

The Contractor shall further agree that the Date of Completion of the Project Work is a reasonable time for completion of the work contemplated in accordance with the Improvement Plans, Specifications, and other Contract Documents, taking into consideration average weather conditions, availability of labor and delivery of materials and equipment.

If the Contractor neglects, fails or refuses to substantially complete the Project Work within the Time of Completion as specified herein, or any proper extension granted thereto by the Owner in accordance with the General Conditions, then the Contractor shall agree, as part consideration for the award of this Contract, to pay to the Owner a liquidated damage for breach of contract for **each and every calendar day** that the Contractor shall be in default on the subject Phase. This is not to be construed in any sense as a penalty.

CON-2

Where actual damages for any delay in substantial completion of a Phase are impossible to determine by reason of the Owner's election not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for, and shall pay to the Owner, the sum of **\*Five Hundred Dollars (\$500)**, as fixed, agreed, and liquidated damages for **each calendar day** of such delay until the work is substantially completed and accepted.

The Owner, however, may accept the work if there has been such a degree of completion as will, in the Owner's opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the Owner may assess the actual damages by such delay.

**Article 5. GUARANTEE:--** The Contractor guarantees the work done under this contract and the materials furnished by him and used in the work are free from defects, and the guarantee is for a term of **one year** from and after the date of the **Certificate of Project Completion**. It is agreed and understood that the Contractor will at any time during this one year period, upon notification in writing from the Engineer, and without expense to the Owner, immediately execute all repairs which may be necessitated, as determined by the Engineer, by reason of any defective materials used therein, or by defective workmanship, or by reason of the normal use or functioning of all facilities constructed under this contract.

The Owner reserves the right to retain up to five percent (5%) of the Total Contract Price, or to accept, at the Owner's option, a Guarantee Bond for up to five percent (5%) of the Total Contract Price, and to hold such retainage or bond for the duration of the guarantee period. Upon expiration of the guarantee period, provided that all work is in good order, the Contractor shall be entitled to receive said retainage or, if posted, the release of the Guarantee Bond.

**Article 6. HOLD HARMLESS AGREEMENT:--**The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Contractor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

This Agreement shall be binding on and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**OWNER: CITY OF NEW BRITAIN**

BY: \_\_\_\_\_

Signed in the presence of: \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

BY: \_\_\_\_\_

Signed in the presence of: \_\_\_\_\_

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This Agreement was entered into pursuant to approval of the Common Council on \_\_\_\_\_, \_\_\_\_\_, Resolution No. \_\_\_\_\_ and approved by the Mayor.





**City of New Britain**  
New Britain, Connecticut 06051

*"New Britain:  
A City for  
All People"*

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27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434  
FAX: (860) 612-4204  
E-MAIL: [jpieper@newbritainct.gov](mailto:jpieper@newbritainct.gov)

Date: \_\_\_\_\_, 2013

Subject: Crack Sealing of Various City Street, Public Bid No. 3718

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Agent

Company Name: \_\_\_\_\_

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

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
- Our company does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): \_\_\_\_\_  
\_\_\_\_\_

# STATE OF CONNECTICUT WAGE RATES

Project: Crack Sealing On Various City Streets

**Minimum Rates and Classifications  
for Heavy/Highway Construction**

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

ID#: H 17414

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 3718

Project Town New Britain

FAP Number:

State Number:

Project: Crack Sealing On Various City Streets

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 5 and 7\*\*

1) Boilermaker

33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

32.50

24.55

2) Carpenters, Piledrivermen

29.65

21.00

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

2a) Diver Tenders	29.65	21.00
3) Divers	38.11	21.00
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	42.75	16.90
4a) Painters: Brush and Roller	30.22	16.90
4b) Painters: Spray Only	33.22	16.90
4c) Painters: Steel Only	30.47	15.40
4d) Painters: Blast and Spray	33.22	16.90

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

4e) Painters: Tanks, Tower and Swing	32.22	16.90
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	36.25	22.49
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection)	33.50	27.98 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	38.67	25.56
-----LABORERS----- - Last updated 4/11/12		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	25.80	16.45
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	26.05	16.45

Project: Crack Sealing On Various City Streets

10) Group 3: Pipelayers	26.30	16.45
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	26.30	16.45
12) Group 5: Toxic waste removal (non-mechanical systems)	27.80	16.45
13) Group 6: Blasters	27.55	16.45
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	26.80	16.45
Group 8: Traffic control signalmen	16.00	16.45

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/11/12----

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	16.45 + a
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13b) Brakemen, Trackmen	30.37	16.45 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 4/11/12----

14) Concrete Workers, Form Movers, and Strippers	30.37	16.45 + a
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15) Form Erectors	30.68	16.45 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----Last updated 4/11/12----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	16.45 + a
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*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

17) Laborers Topside, Cage Tenders, Bellman	30.26	16.45 + a
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18) Miners	31.28	16.45 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----Last updated 4/11/12----

18a) Blaster	37.41	16.45 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	16.45 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	16.45 + a
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21) Mucking Machine Operator	37.97	16.45 + a
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*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

----TRUCK DRIVERS----(\*see note below)

Two axle trucks	27.88	17.22 + a
Three axle trucks; two axle ready mix	27.98	17.22 + a
Three axle ready mix	28.03	17.22 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	17.22 + a
Four axle ready-mix	28.13	17.22 + a
Heavy duty trailer (40 tons and over)	28.33	17.22 + a

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	17.22 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	35.50	20.50 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.18	20.50 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.44	20.50 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	34.05	20.50 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	33.46	20.50 + a
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As of: Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	33.46	20.50 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.15	20.50 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	32.81	20.50 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	32.41	20.50 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	31.98	20.50 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	29.94	20.50 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	29.94	20.50 + a

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

Group 12: Wellpoint Operator.	29.88	20.50 + a
Group 13: Compressor Battery Operator.	29.30	20.50 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	28.16	20.50 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	27.75	20.50 + a
Group 16: Maintenance Engineer/Oiler	27.10	20.50 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.41	20.50 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	28.99	20.50 + a

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

\*\*NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 9/3/2010----

20) Lineman, Cable Splicer, Dynamite Man	44.36	3% + 13.70
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21) Heavy Equipment Operator	39.92	3% + 13.70
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22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
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23) Driver Groundmen	33.27	3% + 13.70
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----LINE CONSTRUCTION----Last updated 4/17/09----

*As of:* Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

*As of:* Thursday, February 14, 2013

**Project: Crack Sealing On Various City Streets**

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~*

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

**As of:** Thursday, February 14, 2013

Project: Crack Sealing On Various City Streets

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

*As of:* Thursday, February 14, 2013