



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Pavement Marking

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, June 13, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Pavement Marking 2019-2020. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, June 13, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is seeking competitive bids from qualified suppliers to furnish and install the designated painted pavement markings of the type and color specified at the required locations.

Specifications and bid forms may only be obtained online at www.newmilford.org. When applicable, state bids will be considered for this product/service.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford “Municipal Purchases” Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.



Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer

TOWN OF NEW MILFORD
Town Wide Pavement Marking
2019 SPECIFICATIONS

INTENT:

It is the intent of the Town of New Milford Public Works Department to award a bid for pavement marking, within designated areas throughout the Town of New Milford. This bid shall consist of furnishing and installing the designated painted pavement markings of the type and color specified at the required locations.

1. SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT (“Town” or “Municipality”) invites bids on the project described herein. All blanks must be appropriately filled in. Bids will be received by the Purchasing Authority until 3:00 PM on Thursday, June 13, 2019 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776

Said submissions should be clearly designated as Bid for 2019 Pavement Marking. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

2. PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include the following:

- A. Bid Forms
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit
- D. Certificate(s) of Insurance

3. QUALIFICATIONS OF BIDDER:

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

4. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone.**

Every request for such interpretation must be in writing and addressed to:

**Michael Boucher, Highway Foreman
mboucher@newmilford.org**

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

5. ADMINISTRATIVE REQUIREMENTS:

1. This bid will be awarded for the total bid amount per category.
2. All MSDS sheets shall be supplied with the bid by the contractor to be kept on file at the Public Works Department.

6. GENERAL SPECIFICATIONS:

Materials:

1. Standard
2. Epoxy Paint w/ Glass Beads

All materials for this work shall conform to Section 12.09 Painted Pavement Markings and Article M.07.20 for 15-minute dry paint of CT DOT Form 816 "Specifications for Roads, Bridges, and Incidental Construction.

Type of Pavement Markings - Color: White, NACTO Green, Yellow and Blue (as required)

- 1) Four inch double line
- 2) Four inch shoulder line
- 3) Twelve inch stop bar
- 4) Handicap Symbols – white on blue background
- 5) Cross Walks
- 6) Parking Spaces
- 7) Railroad Crossing
- 8) Speed Humps
- 9) Arrows
- 10) Pavement Words (Letters)
- 11) Abrading of existing markings
- 12) Bike Sharrow
- 13) NACTO Green Bike Arrow
- 14) NACTO Green Bike Box

Paint shall be applied at a rate of one hundred square feet (100 ft²) per gallon for all pavement markings.

All painting shall be performed in a neat and workmanlike manner.

All lines shall be sharp and clear and precautions shall be taken by the contractor to prevent tracking by crossing vehicles for a time equivalent to the drying time of the paint.

Construction Methods:

Prior to the beginning of any work, the contractor shall notify the Public Works Department two weeks in advance. At this time, a final roadway and pavement marking schedule will be given to the contractor. It will be the contractor's responsibility to check out the condition of all the roadways to insure that the pavement surfaces are in condition to receive the pavement markings.

The contractor will guarantee the paint and workmanship from fading or peeling for a period of three months (two years for epoxy paint) from the date of application. If it is in the opinion of the town that the workmanship or materials used are not sustained during the guarantee period, the contractor will make whatever necessary repairs required rectifying the situation.

All stop bar lines shall be installed beginning at the edge of the road and ending at the center of the roadway (full lane of travel). All lines shall be sharp and clear and precautions shall be made by the contractor to prevent tracking by crossing vehicles for a time equivalent to the drying time of the paint.

If line striping is to be performed at night, the contractor shall notify the Town of New Milford Police Department 48 hours in advance of the scheduled work.

It will also be the contractor's responsibility to block or seal off those parking spaces that are to be painted.

Surface Preparation:

The pavement surface on which the material is placed shall be clean and dry.

7. SPECIAL PROVISIONS:

Protection of the Newly Installed Markings

Paint lines, symbols and legends shall be protected from tracking during the setting period by one or more of the following methods: (1) cone off wet lines from traffic; (2) use convoy of moving vehicles to prevent traffic crossing of wet lines; and (3) saturate lines or symbols with glass beads to prevent tracking.

Several roads in Town shall only be performed at night. These are Grove Street, Still River Drive, Railroad Street, Main Street, Bennitt Street, Bank Street, Boardman Terrace, Church Street and Whittlesey Avenue. Other roads are at the contractor's risk.

8. PAYMENT:

Painted pavement markings will be measured as follows:

- A) All doubles, single and shoulder lines (rounded to two decimal places) per mile.
- B) All stop bars, parking spaces lines (per linear foot), handicap symbols, crosswalks, railroad crossing, school zone, and no parking areas (full symbol) each.
- C) All items marked by the square foot shall be paid as such.

The work for pavement marking will be paid for at the contract unit price per mile for all double and single pavement lines. Parking space (white lines) will be measured by the linear foot, and at the contract unit price per each for all stop bars, cross walks, no parking areas, school zones, and railroad crossings. Other markings shall be paid at the Unit Price indicated on the Bid Form. The prices shall include all pre-marking, layout, clearing off pavement of minor debris areas, required materials, application of paint and glass beads (where applicable), protection during drying, disposal of all other materials, equipment, and tools.

All work to have the complete satisfaction of the town prior to final payment.

PRICES TO BE IN EFFECT FOR 2 (TWO) YEARS FROM DATE OF BID AWARD

Bid may be extended for an additional year upon mutual written agreement between the Town of New Milford and successful bidder.

9. INSURANCE REQUIREMENTS:

A certificate of Insurance is required to be submitted upon execution of any agreement. The Contractor must carry the following minimum insurance coverages:

- A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)
Limits of Liability shall be combined bodily injury and property damage:

General Liability per occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

- B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

- C. Statutory Workers Compensation and Employers Liability
- | | |
|-------------------------|------------|
| Each Accident | \$ 100,000 |
| Disease – each employee | \$ 100,000 |
| Disease policy limit | \$ 500,000 |

Or in accordance with the requirements of the laws of the State, whichever is greater.

- D. Umbrella Access: \$ 2,000,000

- E. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

- F. Insurance carriers providing the required insurance coverages must have an A.M. Best’s financial rating of “A-VII” or better.

- G. The Town of New Milford, its officials, employees, and volunteers, **MUST** be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.
- H. Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.

PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Pavement Marking 2019-2020

BID OPENING: June 13, 2019

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer

Town of New Milford, Connecticut

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut
County of _____

_____ being first duly sworn affirms that:

1. He is _____ of _____, the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Such Price is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, Owners, agents, 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 Town of New Milford, or any person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signature: _____ Printed name: _____

Title: _____ Company: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the _____ day of _____, 2019, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSS whereof I hereunto set my hand:

Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

My Commission Expires/Juris Number (circle one)

**Town of New Milford
Pavement Marking 2019 Bid Form 1 of 2**

Item	Work Description and Unit Price in Words	UOM	Unit Price(\$)	Total(\$)
1	Centerline	LF		
	4" wide Double Yellow, Epoxy _____dollars and _____cents			
2	Centerline	LF		
	4" wide Double Yellow, Standard _____dollars and _____cents			
3	Shoulder Line	LF		
	4" wide White, Epoxy _____dollars and _____cents			
4	Stop Bar	EA		
	12" wide White, Epoxy _____dollars and _____cents			
5	Handicap Symbol	Ea		
	White on blue background _____dollars and _____cents			
6	Crosswalk	Ea		
	16" wide x 8' long, White, Epoxy _____dollars and _____cents			
7	Crosswalk	Ea		
	2' wide x 10' long, White, Epoxy _____dollars and _____cents			
8	Crosswalk	Ea		
	16" wide x 8' long, White, Standard _____dollars and _____cents			
9	Crosswalk	Ea		
	2' wide x 10' long, White, Standard _____dollars and _____cents			
10	Pavement Letters	Ea		
	Epoxy _____dollars and _____cents			
11	Railroad Crossing	Ea		
	bars, letters, and "X", White, Epoxy _____dollars and _____cents			
12	Parking Space	Ea		
	4" wide line x 20' long White, Epoxy _____dollars and _____cents			

(Company)

(Signature)

**Town of New Milford
Pavement Marking 2019 Bid Form 2 of 2**

Item	Work Description and Unit Price in Words	UOM	Unit Price(\$)	Total(\$)
13	Parking Space	Ea		
	4" wide x 24" x 24" Tee, White, Epoxy _____dollars and _____cents			
14	Parking Space	Ea		
	4" wide x 24" long x 9' deep, White, Epoxy _____dollars and _____cents			
15	Speed Hump	Ea		
	White, Epoxy _____dollars and _____cents			
16	Bike Sharrow	Ea		
	Epoxy _____cents			
17	Arrows	Ea		
	Right or Left, Epoxy _____dollars and _____cents			
18	Arrow	Ea		
	Combo(right/straight or left/straight), Epoxy _____dollars and _____cents			
19	Installation of NACTO Green Bike Box, epoxy	SF		
	_____dollars and _____cents			
20	Installation of NACTO Green Bike Arrow, epoxy	Ea		
	_____dollars and _____cents			
21	Cleaning and Preparation of Pavement Surface	LF		
	_____dollars and _____cents			
22	Removal of Handwork Epoxy, Plastic or Thermoplastic	SF		
	_____dollars and _____cents			
22	Removal of Long Line Epoxy, Plastic or Thermoplastic	SF		
	_____dollars and _____cents			

THE UNDERSIGNED BIDDER UNDERSTANDS THAT, IN ADDITION TO THE BID SPECIFICATIONS, ALL BIDS ARE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE NEW MILFORD "MUNICIPAL PURCHASES" ORDINANCE, SET FORTH IN ARTICLE III, SECTION 2-92 (a) THROUGH (c) INCLUSIVE, OF THE CODE OF NEW MILFORD.

(Company)

(Address)

Signature

(Title)

Printed Name

(Date)