

ADDENDUM# 2
BITUMINOUS CONCRETE PAVING 2009

Bid # 6051F

March 30, 2009

Dear Vendors:

The Contract Bidding Documents pursuant to Bid # 6051F are hereby revised as follows:

1. The new bid opening is April 15, 2009 at 2:00 PM.
2. Please replace section 2.03-3 of the contract with the attached method for calculating asphalt price adjustments associated with changes in the price of performance-graded binder component of bituminous concrete mixtures. In accordance with this attachment the Asphalt Base Price shall be established the Wednesday that is 28 days prior to the actual Bid Opening. See attached Asphalt Adjustment Cost sheet.
3. The Town would like an alternate Bid price for in place asphalt pavements without the use of Reclaimed Asphalt Pavement (RAP). See Bid Forms for details.
4. The estimated completion date for this project is September 1, 2009.

Thank you for your patience, time and consideration.

Sincerely,



Tammy Bradley, CPM, C.P.P.B.
Sr. Buyer

Attachments

C: Dave Kraus, Acting Town Engineer
Mike Deegan, Engineering Tech II



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
TOWN OF WEST HARTFORD, CT 06107-2431
(860) 561-7470 FAX: 561-7492

2.03 BID FORMS

2.03.01 INFORMATION

Bid of _____ BIDDER,
(Name of Contractor)

(Address of Contractor)

and _____
(Telephone Number of Contractor)

FOR THE Bituminous Concrete Paving 2009 – Bid #6051F AT THE TOWN OF
(Name of Project)

WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Chris Johnson
Purchasing Agent
Room 223
50 South Main Street
West Hartford, CT 06107

This Contractor proposes to furnish all labor, materials, and equipment, and all else whatsoever required to perform all work described in the contract Bidding Documents for Bituminous Concrete Paving 2009 Bid #6051F as amended by the addendum noted below for the amounts shown herein under Schedule of Bids.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any bid.

It is further understood and agreed that this bid shall be irrevocable for ninety (90) calendar days after bid receipt date.

2.03.02 SCHEDULE OF BID

<u>ITEM</u>	<u>QUANTITY</u>	<u>BID UNIT</u>		<u>BID ALTERNATE</u>	
		<u>PRICE</u>	<u>BID COST</u>	<u>BID UNIT PRICE W/O RAP</u>	<u>BID COST</u>
1. Class 1 Bit. Conc.	1,000 Tons	_____	_____	_____	_____
2. Class 2 Bit. Conc.	3,000 Tons	_____	_____	_____	_____
3. Leveling	1,000 Tons	_____	_____	_____	_____
4. Machine Curb	2,000 L.F.	_____	_____	_____	_____
5. Class 3 Hand Spread Bit. Conc. Driveways	350 Tons	_____	_____	_____	_____
6. Applied Tack Coat	1,000 Gal.	_____	_____	N/A	_____

ESCALATION CLAUSE: To compensate for liquid asphalt price fluctuation, the following has been established as criteria to determine the adjusted cost per ton.

Whenever the price of liquid asphalt increases or decreases from the base rate by \$5.00 or more per ton in increments of \$5.00, the contractor shall submit written documentation to the Town of West Hartford. When a vendor supplies material under this contract that they did not manufacture, they must submit a letter from the material-producing vendor that documents the cost of the liquid asphalt used to produce the material supplied. A thirty-day allowance will be permitted against invoices already submitted by the contractor to allow for lead-time in supplier billing.

If there is no change in the price per ton of the liquid asphalt, or if the price remains within the \$5.00 increment, any contractor actively supplying product under this contract shall submit written documentation on the price of liquid asphalt to the Town of West Hartford by the first of every month.

Bituminous Concrete Curbing for Paving Program

The Town of West Hartford requires that the contractor use a Cape Cod style mold when placing Bituminous Concrete Curbing in Town. The curbing shall be approximately 9” wide and 6” tall at the backside. The face of the curb shall be sloped approximately 45 degrees. The dimensions of the curbing are approximate and can be substituted with the approval of the Town engineering staff.

ASPHALT ADJUSTMENT COST

This provision covers the method of asphalt price adjustment for increases and decreases associated with changes in the price of performance-graded binder component of bituminous concrete mixtures (HMA- Hot Mix Asphalt).

- a) Asphalt price adjustments will apply only to the HMA mixtures class 1, 2, and 4, Superpave 0.0375 inch including Superpave #4 and #6, Superpave 0.50 inch, and Superpave 1.5 inch. Adjustments will only be applied to machine laid overlay and leveling items.
- b) The asphalt price adjustment will be applied on an individual purchase order basis. The asphalt price adjustment in affect on the first day of paving will be used for the duration of the purchase order.
- c) Asphalt price adjustments will be made upward or downward, only when the *Asphalt Period Price* varies more than \$5.00 from the *Asphalt Base Price*.

The Department of Transportation will provide the Asphalt Price of the performance-graded binder using the selling price of PG64-22 paving grade (primary binder classification), F. O. B. manufacturer's terminal, as listed under the "East coast Market-New England, New Haven, Connecticut area" in the *ASPHALT WEEKLY MONITOR*® furnished by Poten & Partners, Inc. from the most recent issue available. The posted Asphalt Price will be calculated by adding the high and low value of the current selling prices provided in the *ASPHALT WEEKLY MONITOR*® and dividing the sum by two.

No adjustment will be made unless the difference between the posted Asphalt Base Price and the Asphalt Period Price exceeds \$5.00.

Formula:
$$\text{HMA} \times \frac{[\text{PG}\% \times (\text{Asphalt Period Price} - \text{Asphalt Base Price})]}{100} = \$ \underline{\hspace{2cm}}$$

Percentage of Performance-Graded Binder (PG%):

- For HMA mixtures listed as Class 1, and Superpave 0.50 inch, the PG% applied in the formula will be 5.0.
- For HMA mixtures listed as Class 2, and Superpave 0.375 inch including Superpave #4 and #6, the PG% applied in the formula will be 6.0.
- For HMA mixtures listed as Class 4, Superpave 1.5 inch, the PG% applied in the formula will be 4.0.

Hot Mix Asphalt (HMA): The quantity (tons) of accepted HMA measured for payment on the purchase order.

Asphalt Base Price: The average selling price per standard ton, F. O. B., which is posted by the Department of Transportation and is in effect the Wednesday that is 28 days prior to actual bid opening.

Asphalt Period Price: The average selling price per standard ton, F. O. B., which is posted by the Department of Transportation, and is in effect on the first day of paving for each purchase order.

Basis of Payment: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due to the contractor will be made for a decrease in costs.

TOTAL OF BID ITEMS 1 THROUGH 6 INCLUSIVE OF THIS PROPOSAL, AS COMPUTED BY BIDDER USING THE ESTIMATED QUANTITIES INDICATED ABOVE:

_____ \$

_____ \$ BID Alternate

But it is understood that the various unit prices bid will control in any contract which may be awarded arising from this Bid; that the estimate quantities above are approximate only and used only for the comparison of bids; that the products obtained by multiplication of the above unit prices by estimated quantities, and the total thereof, have been inserted only for the convenience of the Bidder and to facilitate consideration of this and other Bids.

2.03.02 CONTRACT TIME

The Contract shall remain in effect from April 1, 2009 through June 30, 2009. Individual projects within the scope of the Contract shall be assigned to the Contractor by addendum to this Contract and shall set forth start and completion dates for the individual project assigned. Such start and completion dates shall be strictly enforced.

2.03.03 BIDDER QUALIFICATIONS

If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____ ,

having its principal office at _____ . The Principal officers of said Corporation, with their titles and addresses, are as follows:

Bid must be accompanied by either a Certified Check or a Bid Bond, as provided in the Invitation to Bid. If a check is deposited herein, fill out the following:

(Name of Bank)

(Address of Bank) (Amount of Check)

Attached hereto is a form entitled "Summary of Work History". Sections 2.03.12 and 2.03.13.

1. The Bidder is required to state that he has done work of a similar character to that included in the proposed Contract, and give references that will enable the Owner to judge his experience, ability to meet completion date, skill and business standing.
2. The Bidder is further required to complete the attached "Summary of Work History" for all jobs for which he has signed a construction contract within the past 36 months, providing the name and address of the Project, name and address of the Project Owner, name and address of the Project Architect, Contract amount, and time required for completion.

- 2.03.04 CERTIFICATE OF INSURANCE The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Article 8.01A of the Exhibit section or provide a letter (see example located after bid signature page) from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- 2.03.05 CONTRACT FORM The parties shall enter into a contract in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree.
- 2.03.06 ANTI-COLLUSION No person or persons other than those named herein are interested in this Bid or in the Contract proposed to be taken. Said contract is made without any connection with any other person or persons making any bid for the same work and is in all respects fair and without collusion or fraud. No person acting for or employed by the Town of West Hartford may be directly or indirectly interested therein or in the supplies or works to which it relates, or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interest of the Town.
- 2.03.07 ANTI DISCRIMINATION The Contractor agrees and warrants that in the performance of this Contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, physical impairment or national origin in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of West Hartford.
- 2.03.08 SUPERVISION The Contractor shall employ full time on-the-job Project Superintendent as his representative.
- 2.03.09 ANTI TRUST ASSIGNMENT The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to this Contract, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Contract, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

2.03.10 INDEMNIFICATION The Bidder is aware of and agrees that, if awarded this Contract, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for:

- .1 Bodily injury, sickness, disease, or death; and/or
- .2 Damage to or destruction of real and/or personal property; and/or
- .3 Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, subcontractors, materialmen, or servants of the Town, the Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any Subcontractor, or materialmen, or anyone directly or indirectly employed by them in the performance of this Contract or from the inaccuracy of any representation or warranty contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the West Hartford Board of Education, the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, Subcontractors, materialmen or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, the West Hartford Board of Education or their respective agencies. This undertaking shall not be affected by other portions of the contract relating to insurance requirements.

BIDDER:

COMPANY

BIDDER MUST SIGN. FAILURE TO PROVIDE AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.



SIGNATURE BY DULY AUTHORIZED
(SEAL)

THE BIDDER AGREES THAT BY AFFIXING THEIR SIGNATURE TO THIS REQUEST FOR BIDS, THE AUTHORIZED SIGNATORY GRANTS APPROVAL TO THE TOWN OF WEST HARTFORD TO OBTAIN THIRD PARTY CREDIT REPORTS FOR THE PURPOSE OF ASSESSING THE FINANCIAL CAPACITY OF THE BUSINESS ENTITY TENDERING SUCH BID TO THE TOWN.

PRINT OR TYPE NAME

TITLE

DATE

ADDRESS

TELEPHONE

FAX

FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

2.03.11 INSURANCE AGENT CERTIFICATION OF INSURANCE COMPLIANCE

TO: Town of West Hartford
 Chris Johnson
 Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Johnson:

In accordance with Section 2.03.04 of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in Article 8.01A of the Exhibit section and Exhibit "B" of the Contract Documents.

Signature
Authorized Broker or Agent