TOWN OF SEYMOUR, CONNECTICUT

Seymour Road Mill and Repave 2017

ADDENDUM No. 1

ISSUED 4/13/2017

Bidders are hereby informed that the Drawings and Project Manual for the above mentioned contract are modified, corrected, and/or supplemented as follows and that Addendum No. 1 shall become part of the Contract Documents.

Acknowledge receipt of this addendum by inserting its number on Page 00 41 53 - 2, Article 6, of the Bid Form (Section 00 41 53). Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

The following changes and attachments are hereby made to the Drawings and Specifications for the above-referenced project under the provisions of Article 8 of the Instructions to Bidders (Section 00 21 13).

Attachment - Section 00 41 53 – Bid Form

PRE-BID AND BIDDING PERIOD QUESTIONS/RESPONSES

The following responses/clarifications are based on questions raised before, during and after the pre-bid meeting conducted on April 5, 2017.

1. **A revised Section 00 41 53 (Bid Form) is included with this Addendum. The revision is the inclusion of Article 6 which is the acknowledgement of Addenda.**

2. **The contract will now allow for asphalt price fluctuations. Included with this addendum is Item #0406999A (CTDOT) which shall explain the process of determining the appropriate payments linked to the prices of performance graded binder at the time of installation.**

3. Question: Will the contractor be required to comply with the contract compliance law administered by the Commission on Human Rights and Opportunities?
   Answer: The Town of Seymour encourages all bidders to comply with this law, however, it is not specifically required for this contract.

4. Question: In areas to be reclaimed above the existing gas line, how will this work be paid for as reclamation is not allowed vertically over the gas line within 3 feet?
   Answer: There are no known areas where the gas line is within 3 feet of the surface.

5. Question: What is the intent of the Restoration (LS) item? Is this item to be used to restore areas where parts of the existing roadway footprint are abandoned?
   Answer: Restoration includes restoring areas that were abandoned due to minor road alignment changes and repairing existing ancillary features that are affected by the construction.

END OF ADDENDUM No. 1

SECTION 00 41 53

BID FORM

NOTE TO BIDDER: Use typewriter or blue/black ink for completing this Bid Form.

To: Town of Seymour

W. Kurt Miller, First Selectman

Address: 1 First Street, Seymour, CT 06483

Project Identification: **Seymour Road Mill and Repave 2017**

1. BIDDER'S DECLARATION AND UNDERSTANDING

    1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

    1.2. In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Agreement Form.

    1.3. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

2. CONTRACT EXECUTION AND BONDS

    2.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

    2.2. Bidder accepts the terms and conditions of the Bidding Documents.

3. INSURANCE

    3.1. Bidder further agrees that the bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

4. CONTRACT TIMES

    4.1. Bidder agrees to accept Contract Times set forth in the Agreement Form.

5. LIQUIDATED DAMAGES

5.1. Bidder accepts the provisions in the Agreement Form as to liquidated damages.

6. ADDENDA

6.1. Bidder hereby acknowledges that it has received Addenda

Nos. _____, _____, _____, _____,

(Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Bidding Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

7. SALES AND USE TAXES

7.1. Bidder is advised that, in accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Owner are not subject to the Connecticut Sales and Use Tax. Accordingly, such tax shall not be included in the Bid.

7.2. Bidder is advised that provisions of House Bill No. 5021, Public Act No. 78-322, State of Connecticut, mandate an exemption from tax in the purchase of motor fuel for the purpose of performing contractual services for a political subdivision of the State. Accordingly, such tax shall not be included in the Bid.

7.3. Each Bidder shall thoroughly familiarize himself/herself with all laws, ordinances, regulations and rules requiring the payment of taxes, and each Bidder and the Contractor are responsible for checking with the State of Connecticut on items that may or may not be exempt and the steps which should be taken to obtain such exemption.

7.4. Each Bidder shall consult with its own counsel with respect to the applicability of all taxes.

7.5. An appropriate exemption certificate will be furnished to the Contractor following award of contract, upon request.

8. SURETY

8.1. If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

_____ whose address is

_____

Street City State Zip

9. LICENSE.

9.1. Class ____, Connecticut Contractor License No.: _____.

10. CONDITIONS

10.1. The following documents are attached to and made a condition of this Bid.

10.1.1. Bid security in the amount of _____ dollars ($_____), consisting of a bid bond or certified check in the amount of five percent of the total amount of bid

10.1.2. Certified Copy of Resolution of Board of Directors (if corporation)

10.1.3. Bidder's Qualification Statement

10.1.4. Bidder's Affidavit

10.1.5. Non-collusive Bidding Certification

10.1.6. Non-Discrimination Certificate

10.1.7. Certification of Bidder regarding Equal Opportunity

10.1.8. CHRO Bidder Contract Compliance Monitoring Report

11. BIDDER

An Individual

By _____
(Individual's name and signature)

_____
(Email address of individual)

_____
(Website address of individual)

A Partnership

By _____
(Partnership name)

_____
(Name and signature of general partner)

_____
(Title)

_____
(Email address of general partner)

_____
(Website address of partnership)

A Corporation

By _____
(Corporation name)

_____
(State of incorporation)

By _____
(Name and signature of person authorized to sign)

_____
(Title)

_____
(Email address of signatory)

_____
(Website address of corporation)

(Corporate Seal)

A Joint Venture

By _____
(Business name)

_____
(Name and signature of person authorized to sign)

By _____
(Business name)

_____
(Name and signature of person authorized to sign)

_____
(Email address of signatory)

_____
(Website address of venture)

(Each joint venturer must sign. The manner of signing each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Name, Phone Number, Address, Fax Number and Email Address for receipt of official communications and for additional information on this Bid:

_____

_____

SUBMITTED ON_____, 20__.

END OF SECTION 00 41 53

ITEM #0406999A - ASPHALT ADJUSTMENT COST

Description: The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of hot mix asphalt (HMA), Polymer Modified Asphalt (PMA), and Ultra-Thin Bonded Hot-Mix Asphalt mixtures completed and accepted during the Contract.

The Asphalt Price is available on the Department of Transportation website at:

http://www.ct.gov/dot/asphaltadjustment

Construction Methods:

An asphalt adjustment will be applied only if all of the following conditions are met:

I. For HMA and PMA mixtures:
   a. The HMA or PMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
   b. ***The total quantity for all HMA and PMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.***
   c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than $5.00 per ton.

II. For Ultra-Thin Bonded HMA mixtures:
   a. The Ultra-Thin Bonded HMA mixture for which the adjustment would be applied is listed as a Contract item.
   b. The total quantity for Ultra-Thin Bonded HMA mixture in the Contract exceeds:
      i. 800 tons if the Ultra-Thin Bonded HMA item has a pay unit of tons.
      ii. 30,000 square yards if the Ultra-Thin Bonded HMA item has a pay unit of square yards.

      Note: The quantity of Ultra-Thin Bonded HMA measured in tons shall be determined from the material documentation requirements set forth in the Ultra-Thin Bonded HMA item Special Provision.
   c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than $5.00 per ton.
   d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the Ultra-Thin Bonded HMA mixture system.

III. Regardless of the binder used in all HMA or PMA mixtures, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (CTDOT) will post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor®** furnished by Poten & Partners, Inc. under the "East Coast Market – New England, New Haven, Connecticut area," F.O.B. manufacturer's terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US$/ST).

Method of Measurement:

Formula: **HMA x [PG%/100] x [(*Period Price - Base Price*)] = $ ____**

where

- **HMA:**
  1. For HMA, PMA, and Ultra-Thin Bonded HMA mixtures with pay units of tons: The quantity in tons of accepted HMA, PMA, or Ultra-Thin Bonded HMA mixture measured and accepted for payment.
  2. For Ultra-Thin Bonded HMA mixtures with pay units of square yards: The quantity of Ultra-Thin Bonded HMA mixture delivered, placed, and accepted for payment, calculated in tons as documented according to the Material Documentation provision (Construction Methods, paragraph G) of the Ultra-Thin Bonded HMA Special Provision.
- ***Asphalt Base Price***: The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- ***Asphalt Period Price***: The asphalt price posted on the CTDOT website during the period the HMA or PMA mixture was placed.
- **PG%:** Performance-Graded Binder percentage
  1. For HMA or PMA mixes:
     - PG% = 4.5 for HMA S1 and PMA S1
     - PG% = 5.0 for HMA S0.5 and PMA S0.5
     - PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25
  2. For Ultra-Thin Bonded HMA mixes: PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

The asphalt adjustment cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

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 the Contractor will be made for a decrease in costs.

The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this item will be considered the bid price although the adjustment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

Pay Item	Pay Unit
Asphalt Adjustment Cost	est.