

City of West Haven

Invitation to Bid # 2026-14

On Call Sidewalk Repairs

PROJECT SUMMARY

The City of West Haven is soliciting an Invitation to Bid to obtain pricing for on call sidewalk, driveways and curb repair and or replacement and pavement patching for repairs of roads for a two year period.

PROJECT TIMELINE

The contract term shall commence on November 1, 2025, and continue through October 31, 2027, and is subject to the conditions and provisions outlined in the executed agreement.”.

SUBMISSION INSTRUCTIONS

Pre-Bid Meeting Required	No
Pre-Bid Meeting Location	
Pre-Bid Meeting Date & Time	
Mandatory Walkthrough of Site	No
Site Location	
Site Location Date & Time	
Information Period Closing Date and Time	Day 11/06/2025 Time: 11:00 AM
Solicitation Closing Date	Day 11/13/2025 Time: 12:00 PM
Bid Opening Location	Procurement Office, 355 Main Street, 3 RD Floor, West Haven, CT 06516
Bid Location Time	12:00 PM
Advertising Location(s)	New Haven Register, City Website

Respondents are required to submit One (1) original and three (3) copies in a sealed envelope. **Proposals received after this time and date specified above will be rejected.** No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The City reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Proposals which do not incorporate our requested format, including quoting items as described, will not be considered. Unless otherwise stated in the solicitation. No alternate responses will be considered unless alternate responses are specifically requested by the City. The City reserves the right to award multiple vendors under this solicitation.

A response to this solicitation does not permit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure the city contract for services, supplies or equipment. The City will not award to any contractor who is not qualified under applicable Federal, State and local laws and regulations.

Questions regarding this solicitation should be emailed to Kathy Chambers. Telephone or oral questions will not be accepted. (kchambers@westhaven-ct.gov).

An Affirmative Action/Equal Opportunity Employer, Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements. If the Affirmative Action Plan or Set Aside plan is not approved prior to the award of a construction contract, the City of West Haven will then need to retain 2% per month of the total contract value until the contractor has submitted an approved affirmative action plan to CHRO and CHRO has granted approval.

INQUIRIES FOR CLARIFICATION

The city will not respond to the Respondent(s) request(s) for oral interpretation and/or clarification of the Solicitation Specifications for any reason. The city will respond to a Respondent(s) written request(s) for interpretation and/or clarification of the Solicitation Specifications. Questions regarding this solicitation should be emailed to Kathy Chambers. Telephone or oral questions will not be accepted. (kchambers@westhaven-ct.gov). The email should include in the subject line ITB (i.e. 2026-14). The body of the email should contain the question or clarification. Every interpretation made to a Respondent will be in the form of an Addendum or Question & Answer to the Solicitation Documents.

ADDENDUMS TO THIS SOLICITATION

Any Addendum(s) to this solicitation document shall become part of the solicitation. Respondents are required to check the city website for addendum(s). Each respondent shall be bound by such addenda whether received/viewed by the respondent.

SOLICITATION PROTEST

Any Solicitation protest must be submitted in writing. Respondents may file a written protest of the Solicitation results with the City's Purchasing Department. Protest must be submitted via email, kchambers@westhaven-ct.gov.

The City will acknowledge receipt of a written protest. If the Purchasing Department representative has not acknowledged receipt of the protest by the close of business on the following days, please contact Kathy at the above phone number listed.

SCOPE OF SERVICES

The specific intent of this request for bid is to obtain pricing for sidewalk, driveway and curb repair and or replacement and pavement patching for repairs of roads for a two-year period, commencing on November 1, 2025 and ending on October 31, 2026, for the City of West Haven. Pricing for a second year period starting on November 1, 2026, will be considered as an option. Such work, when required, will be performed on City maintained roads and properties.

The successful bidders will be considered as the prime contractors and will be required to assume total responsibility for the repair and/or replacement of the sidewalk, driveway and/or curb replacement and/or repair.

The contract is limited to sidewalks, driveways and/or curbs that have been determined to be the City of West Haven's responsibility to repair. In the event of reoccurrence of root damage to a repaired sidewalk, The City of West Haven will hold the contractor responsible for a replacement period of four (4) years. It will be the contractor's responsibility to maintain traffic on all City roads, at all times as is possible, especially for school buses and emergency vehicle traffic. Should the need arise to completely close off any section of sidewalk and/or driveway, the contractor must first obtain written approval to do so from the Director of Public Works. Such a request shall specify the exact period of time and exact location of each proposed closing. Traffic control personnel, as required by City of West Haven section 206-40 of the code of the City of West Haven, will be provided by the city. Such contractor is fully responsible for any damage done to the utility structures including but not limited to: electrical, telephone and cable wires, utility poles, fire hydrants, street signs, etc.

The City of West Haven reserves the right to award bid(s) collectively or individually. All bid pricing should include removal and disposal of any existing sidewalk, curb or apron.

Specifications:

(1) Bituminous Concrete Sidewalks and Driveways:

(1) Excavation: Vendor shall remove existing sidewalk or driveway to the required depth below the finished grade. All soft yielding material shall be removed and replaced with suitable materials.

(2) Gravel Base: Vendor shall install a gravel base which measures six (6) inches in depth after compaction. Such gravel shall be placed between wooden forms, finish pavement line and graded allowing a depth of two (2) inches for the placement of the Bituminous Concrete.

(3) Bituminous Concrete: The finished surface shall be a Bituminous Concrete hot mix using type II standard Specification Form # 817, State of CT, Highway Department, Section M.04. The Material shall be rolled with a roller weighing not less than 500lbs. (4) wire fabric for sidewalks WWF 6x6-W2xW2 for driveways WWF 6x6 W2.9xW2.9

(4) Sidewalks: The finished sides shall be back filled with suitable material and thoroughly compacted. The sides shall be finished flush with the top of the sidewalk or driveway. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.

(5) Permits: Vendor should be required to pull permits for the installation of all sidewalks. The Engineering Department shall issue permits. There will be no charge for this permit.

(6) New Development: This section does not apply to new developments whereby concrete sidewalks and driveways govern.

(2) Concrete Curbing:

(1) Forms: Adequate forms shall be installed by the vendor on both sides of the curb for the entire depth and length of the curb.

(2) Depth/Height: The curb shall be at least twelve (12) inches below and at least six (6) inches above the finished street grade and shall conform to the City of West Haven Standards.

(3) Width: The curb shall be at least seven (7) inches wide at the base tapering to six (6) inches wide at the top.

(4) Concrete: Class C, 3,000-lb. Concrete mix with 5 to 7 percent entrained air.

(5) Backfill: Concrete Curbing shall be back filled with suitable material and thoroughly compacted. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces. Any pavement removed from the street shall be restored to its original condition or better.

(3) Concrete Sidewalks and Driveways:

(1) Excavation: Vendor shall remove soft and yielding materials from the walk and driveway areas that exist within the confines of the legal lines of the street right-of-way. Vendor shall excavate all sidewalk areas to eight (8) inches below the finish grade. Back fill area with four (4) inches of gravel base and place four (4) inches of monolithic 3,000 lb. concrete on same. The vendor shall excavate all driveway areas to ten (10) inches below the finish grade. Back fill area with four (4) inches of gravel base and place six (6) inches of monolithic 4,000lb concrete on same.

(2) Gravel Base: Vendor shall install a gravel base which measures four (4) inches in depth after compaction. Such gravel shall be placed between the forms, and graded to allow a depth of four (4) inches of monolithic 3,000lb concrete for sidewalks and six (6) inches of monolithic 4,000lb concrete for driveways.

(3) Forms: Adequate forms shall be firmly staked on both sides of the sidewalk and driveways. Forms shall be set true to the street line.

(4) Concrete: Sidewalks: monolithic 3,000lb concrete, four (4) inches minimum.
Driveways: monolithic 3,000lb concrete, six (6) inches minimum.

(5) Sides: The finished sides shall be backfilled with suitable material and thoroughly compacted. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces. The sides shall be finished flush with the top of the sidewalk or driveway.

(6) Finishing: Surfaces to be finished with wood trowel marked to five (5) feet sections. Edged with ¼inch radius-edging tool. Expansion joints to be installed every twenty (20) feet.

(4) Bituminous Curbs:

(1) Backfill: Curbing shall be back filled with suitable material and thoroughly compacted. Four (4) inches of loam shall be added and seeded with suitable grass seed and mulched to match with adjacent grass surfaces.

CONTRACT TERM

The actual term will be determined upon the execution of the agreement.

CERTIFICATIONS AND LICENSES

Respondents must have a valid Connecticut business license throughout the solicitation process. The awarded Respondent must maintain an active Connecticut business license. Failure to reinstate an expired license within 14 days of notice may result in contract.

If the service(s) that the respondent is providing requires a license, certification, or other form of qualification, documentation must be provided at the time of submission. It is the responsibility of the respondent to maintain a license through the entirety of the project. Failure to maintain a required license, certification, or other form of qualification will result in an automatic void of the contract.

PRICING

The pricing for this application shall include all applicable costs as outlined in the bid sheet or bid pricing document. Quantities or hours listed on the bid sheet are estimated and may be revised at the time of the award. In the event it is necessary to revise the quantities/hours, an increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis pricing. The estimation(s) noted in this solicitation are approximate (estimated only for use in comparing responses); and that the sums obtained by multiplying the Unit Prices by the estimated quantities, and the Total of these sums, are inserted for the purpose of checking this Solicitation and for the convenience of the respondent. The actual contract will be paid for the actual quantities ordered only.

Pricing should not include federal excise or state sales taxes. State Sales Tax is exempt under Connecticut General State Statute Sec. 12-412. The City is also exempt from transportation taxes

when goods are consigned to the City. Tax Exemption certificates will be furnished by the Finance Department upon satisfactory proof of delivery to the Ci

METHOD OF SELECTION

For ITB's

This solicitation shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the city shall consider The ability, capacity and skill of the bidder, The quality, availability and adaptability of the supplies or contractual services to the particular use required, Whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference, and the character, integrity, reputation, judgment, experience and efficiency of the bidder

COMMENCMENT OF WORK-NO PURCHASE ORDER NO PAY

The City will not be responsible for payment of any work services performed or material(s) supplied by the successful respondent; before the Contractor receives a fully executed agreement and purchase order. Unless an emergency has been declared by the Mayor or Finance Director, who is duly empowered to do so, and the vendor receives written authorization from this individual to proceed. Note: Responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

The respondent(s) awarded shall not begin any work until:

1. An executed contract is signed by the City and the awarded respondent(s)
 - a. In executing the Agreement, the Awardee will be required to reaffirm and restate all representations made in its solicitation submission.
 - b. The failure of the Awardee to execute such Agreement, pay any taxes due, to supply the required bonds or submit the Certificate of Insurance, (10) days after the prescribed forms are presented for signature, or within such extended period as the City grants based upon reasons determined sufficient by the City, shall constitute a default and the City reserves the right to any remedies available at law or in equity including pursuit of solicitation bond. The City may either award the Contract to the next responsible respondent or re-advertise the solicitation.
 - c. Once a contract is executed the City department responsible for requesting the work will issue Notice to Proceed.
2. A Purchase order is issued for the work
 - a. The PO Number must be listed on all invoices associated with the project.

BID PREFERENCE FOR LOCAL VENDORS

Does the bid preference for local vendors apply to this solicitation?

Yes

For the purpose of this section, "city-based business" shall mean a business with a principal place of business located within the City of West Haven. A business shall not be considered a "city-based business" unless evidence satisfactory with the purchasing agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in West Haven.

Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the solicitation.

To be considered a City Based Business you must submit satisfactory proof to the Purchasing Agent of your current City of West Haven address. Some examples of proof include are, but not limited to:

1. Proof of payment of City of West Haven Real Estate tax bill(s)
2. A current, long-term lease in the City of West Haven
3. Proof of payment of City of West Haven Personal Property tax bill(s)

The Local Preference ordinance can be found in Section 42-8 [Award of Contract], B2 “Bid preference for local vendors.”. Please review for further details.

CHRO LANGUAGE

Does CHRO guidelines apply to this project?

No

For contracts valued at over \$150,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding the current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE's, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified

Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

An Affirmative Action Plan or Set Aside plan must be filed within 30 days following the intent to award notice and must be approved by the CHRO prior to the award of the construction contract. (Note: Please contact the Contract Compliance Unit at 860-541-4709 to determine which plan is required)

PREVAILING WAGES

Does the prevailing wage apply to this project?

No

This project is subject to the provisions of **Connecticut General Statutes §31-53** regarding the payment of **prevailing wages** for public works projects. Contractors shall pay wages and benefits not less than those established by the **Connecticut Department of Labor (DOL)** for each applicable trade and classification.

The **current wage determination schedule** for this project is available on the DOL website and shall be included as part of this bid package. Certified payrolls must be submitted weekly to the City of West Haven for review and compliance monitoring. Failure to comply with prevailing wage requirements may result in withholding payments, termination of contract, or other penalties as provided by law.

BID BOND

Is a bid bond required for this project?

No

1. If marked yes, 5.00% Bid Bond for projects exceeding is due at time of bid submission

PERFORMANCE BOND

Is a performance bond required for this project?

Yes

1. If marked yes, 100% Performance Bond is required. The selected respondent will furnish the City with this bond within 5 days of being awarded the contract.

LABOR AND MATERIAL BOND

Is labor and material bond required for this project?

No

The successful bidder shall furnish both a **Performance Bond** and a **Labor and Material Payment Bond**, each in an amount equal to 100% of the total contract value. Bonds shall be issued by a surety licensed in the State of Connecticut and listed on the U.S. Treasury Circular 570. The bonds shall be delivered to the City within ten (10) business days of the Notice of Award and prior to contract execution.

FEDERAL FUNDING REQUIREMENTS.

Is this project using or may possibly use federal funding?

No

If marked yes, the respondent will need to have a Unique Entity Identifier (UEI) on file, active, for public view at the time of award. For a municipal project funded by the federal government, the UEI is a mandatory identifier for any entity doing business with the federal government, including contractors. The UEI is obtained through the System for Award Management

(SAM.gov) and is used to uniquely identify entities for awards, grants, and other forms of federal financial assistance, making it essential for eligibility and participation

INSURANCE REQUIREMENTS

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “Contractor”) shall deliver to the City of West Haven (referred to hereinafter as the “Owner”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted doing business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. Commercial General Liability: Minimum Limits Required

Insurance Amount	Liability Category
\$2,000,000	General Aggregate
\$2,000,000	Producers/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$100,000	Fire Damage – Any One Fire
\$5,000	Medical Expense – Any One Person

- a. The Owner (The City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions) and the State of CT, will be included as an Additional Insured onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a primary and non-contributory basis and include completed operations coverage.
 - b. The CGL policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven (and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions)).
2. Business Auto / Commercial Auto Insurance – Minimum Limits required
- a. \$1,000,000 Liability

- b. The Owner (The City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions) will be included as an Additional Insured onto the Commercial Auto/ Business Auto policy carried by the Contractor.
 - c. The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all its elected or appointed directors, officials, employees and members of all its boards and commissions).
- 3. Workers Compensation/Employers Liability Insurance
 - a. Coverages and limits as required by law Connecticut State law
 - b. Employers Liability Limits:
 - c. 500,000 each accident
 - d. 500,000 aggregates for injury by disease
 - e. 500,000 each employee for injury by disease
 - f. The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions).
- 4. Umbrella Liability/Excess Liability: Minimum Limits required:
 - a. 5,000,000 Each Occurrence
 - b. 5,000,000 General Aggregate
 - c. Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization
 - d. The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions).
- 5. It is the responsibility of the respondent awarded, to maintain insurance during the duration of the project. The vendor must submit the renewed insurance on a yearly basis (prior to expiration date)

GUARANTEE & WARRANTY

All parts and labor related to contracts must be guaranteed and include a 12-month warranty from the date of acceptance by the City. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate on the proposal prices. Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.

NO LIMITATION ON LIABILITY

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

INDEMNIFICATION

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

OTHER TERMS AND CONDITIONS

1. Respondents are responsible for all the costs incurred in preparing their submissions.
2. The city will make all interpretations and supplementary instructions, in the form of an addendum posted on the city website.
3. Within three (3) days of the published date for a bid opening, the City will not issue any solicitation addendums, except if it needs to extend the date of the bid opening.
4. Respondents must complete and sign all bid forms in their entirety (including signature and notarization) by an authorized person.
5. All bid forms must be filled out in ink, or be typewritten, and signed.
6. Please also note that, if the City decides to award this ITB to a particular respondent, the City will require that respondent to follow relevant standard contract documents.
7. The City may reject a bid if the Bidder's historical performance, in the City's sole opinion, has been unsatisfactory in any manner, or if the Bidder has disregarded, habitually or otherwise, its obligations to subcontractors, suppliers, or employees.
8. The city will maintain all records of this ITB selection process as required by state and local law and make them available if and as requested.
9. The City of West Haven will withhold a five percent (5%) retainage fee from the contracted amount until work is completed, and all necessary documents have been submitted to the City of West Haven for the project closeout.

ATTACHMENTS TO THIS SOLICITATION

1. City Disclosure form
2. City Vendor Form and W9
3. Business Questionnaire