

TOWN OF LEDYARD
CONNECTICUT

741 Colonel Ledyard Highway
Ledyard, CT 06339-1541
(Phone)(860) 464-8740
(Fax)(860) 464-1126

BID PACKAGE

for

MISCELLANEOUS DRAINAGE IMPROVEMENTS

BID # 2009-11

JUNE 2009

LEGAL NOTICE
TOWN OF LEDYARD, CONNECTICUT
INVITATION TO BID -- BID # 2009-11

DRAINAGE IMPROVEMENTS

June 9, 2009

The Town of Ledyard seeks sealed bids for miscellaneous minor storm drainage improvements. Technical Specifications and Bid Proposal Forms may be obtained in person at the Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT 06339 or by contacting Ms. Doris Fonner at (860) 464-3220.

Sealed proposals will be received by the Director of Finance, Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT. 06339, until **2:00 p.m., Tuesday, June 30, 2009,** at which time they will be opened and read aloud. Proposals received after that time will not be accepted and will be returned to the bidder unopened. Proposals should be clearly marked **"SEALED BID #2009-11: MISCELLANEOUS DRAINAGE IMPROVEMENTS**".

Prospective Bidders may contact Public Works Director Steve Masalin at (860) 464-1100 for additional information or clarification of the bidding process. The Town of Ledyard reserves the right to waive any technical defects in the bids; to reject any bids which do not conform to terms and conditions described in the specifications; to reject any or all bids and to again invite bids; and waive informalities or irregularities in the bidding process.

The award of a Contract, if awarded, will be to the lowest responsible qualified bidder, provided that the bid is reasonable, and provided that it is in the best interest of the Town of Ledyard to accept such bid, and subject to any choice by the Town of Ledyard as to any alternate specifications as may be agreed upon.

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Marcia Hancock
Director of Finance

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

TOWN OF LEDYARD, CONNECTICUT
BID # 2009-11

MISCELLANEOUS DRAINAGE IMPROVEMENTS

BID PROPOSAL FORM

Date _____

PROPOSAL OF

_____

Bidder's Name

_____

Bidder's Address

_____

Bidder's Phone and Fax Numbers

_____

Signature

TO: TOWN OF LEDYARD, CONNECTICUT

1. Pursuant to, and in compliance with your invitation to bid for **MISCELLANEOUS DRAINAGE IMPROVEMENTS,** (I/we) propose to furnish labor and materials, installed as required, for the above-named project, furnishing all necessary equipment, machinery, fuel, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed, according to the full scope of Technical Specifications, together with all addenda issued by the Town and received prior to the scheduled closing time for the receipt of bids, and in conformity with the requirements of the Town of Ledyard and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of bids stated in this proposal.

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2. THIS BID IS DETERMINED AS FOLLOWS:

ITEM NO.	DESCRIPTION OF ITEM	NUMBER OF UNITS	UNIT BID	UNIT PRICE	TOTAL FOR ITEM
1.	Mobilization	2	EA	$_____	$_____
2.	Raise Catch Basin Top	5	EA	$_____	$_____
3a.	Replace Type ‘C’ Top	10	EA	$_____	$_____
3b.	Replace Type ‘CL’ Top	5	EA	$_____	$_____
4.	Baldwin Hill Rd Drainage	1	LS	$_____	$_____

TOTAL BID $

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(WRITTEN TOTAL BID – TYPED OR IN INK)

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling.

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3. UNCERTAINTY OF QUANTITIES

A. The work under certain items may be materially greater or less than those given in order to complete the anticipated projects. If an appreciable material difference is encountered, it will have to be agreed to by the Town before an adjustment in Contract price is negotiated.

B. Under the Contract, the Town of Ledyard reserves the right to increase or decrease the scope of the work as shown in this bid.

C. Only such quantities of the items of work actually performed and accepted will be paid for.

4. INSTRUCTIONS TO BIDDERS

A. The Total Bid price of this proposal includes all work indicated on the Project Plans and/or as described in the Technical Specifications.

B. Bids must be submitted in sealed envelopes addressed to Director of Finance, Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339, and are to be endorsed in the lower left-hand corner as follows:

"SEALED BID # 2009-11: MISCELLANEOUS DRAINAGE IMPROVEMENTS"

C. In submitting this Bid, Bidder's agree to hold their bid open for 60 days after the actual bid opening date.

D. Any bid once deposited with the Town of Ledyard may only be withdrawn by letter of request, signed by the depositing Bidder, and presented to the Director of Finance of the Town of Ledyard prior to the time of scheduled bid opening for the project.

E. Bids shall be submitted only on the prepared forms furnished by the Town of Ledyard for this specific project. Any bid showing any omission, alteration in form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected. Any bid received after the scheduled closing time for bid receipt will be returned to the bidder unopened.

F. The Town of Ledyard, Connecticut, reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, and to accept or reject any part of any bid, and to reject all bids and to again invite bids.

G. Bidders shall complete and fill out all blanks in the attached Statement of Bidder's Qualifications.

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5. CONTRACT AWARD

A. For purpose of Award, consideration will be given only to proposals submitted by qualified and responsible bidders, as determined on the basis of successful completion of similar road paving and storm water drainage projects elsewhere.

B. Subject to the rights reserved to the Town of Ledyard, the Award will be made on the basis of the lowest responsive Total Bid, which is a summation of all bid items. Bids must be made on each separate item of work shown in the bid proposal form, with reasonable relation to the probable cost of doing the work included in such item.

C. Within thirty (30) days after the opening of the bids, the Town will accept one of the bids or reject all bids. Notice of Award will be in writing and mailed to the address designated in the proposal. The notice shall contain appropriate instructions regarding all bonds and certificates of insurance that may be required.

6. CONNECTICUT SALES & USE TAX EXEMPTION

The Town of Ledyard is exempt from tax on material, supplies and labor per Conn. General Statutes, section 12-412(a). Connecticut sales or use taxes shall not be included as part of any bid.

7. CONTRACT SCHEDULES

All work under this Contract is associated with paving efforts to follow. Work shall be scheduled and completed to meet the timing of the paving work. Provided three weeks notice is given by the Town of the anticipated start of paving operations, work shall be completed within twenty-one (21) consecutive calendar days after receiving notice to proceed, unless the completion date is extended by the Public Works Director.

8. CONTRACTOR'S INSURANCE REQUIRED

The Contractor must carry insurance under which the Town is named as an assured, as follows:

A. Worker's Compensation - as required by State statute.

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B. Commercial Liability as follows:

$ 2,000,000 -- General Aggregate
$ 2,000,000 -- Products Completed Operations Aggregate
$ 1,000,000 -- Personal & Advertising Injury
$ 1,000,000 -- Each Occurrence Bodily Injury & Property Damage
$ 100,000 -- Fire Damage, Any One Fire
$ 5,000 -- Medical Payments, Any One Person Including Explosion Collapse & Underground

C. Automobile Liability: $1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment. Certificates of Insurance do not have to be submitted as part of the bid, however they must be submitted to the Director of Public Works within ten (10) days after the Notification of Award. Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this Contract.

9. INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its respective officers, agents and employees on account of any and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Ledyard or (b) the Contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or material men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Ledyard for damage to property of the Town of Ledyard caused by the Contractor or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them.

10. CONTRACTOR'S PAYMENT SCHEDULE

All of the work shall be performed according to the Project Plans & Technical Specifications, and shall be inspected and approved by the Town of Ledyard's Public Works Director prior to any payments for the work. Payment will be made upon project completion.

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11. FINAL PAYMENT REQUISITION

The Contractor shall provide proof to the Town's Public Works Director that all of the Contractor's Subcontractors and Material Suppliers have been fully paid for all work and materials furnished on this project. Upon receipt of the above proof, the Town's Public Works Director will approve the final payment requisition from the Contractor.

12. MATERIALS & CONSTRUCTION STANDARDS

All materials and articles incorporated in the work are to be new and of the best grade of their respective kinds, per Connecticut DOT Form 816, as amended. Additional required Town Standards are included in "An Ordinance Amending An Ordinance Regulating The Addition Of Any New Street Or Highway To The Highway System Of The Town Of Ledyard," as amended. All material and workmanship shall be subject to examination by the Public Works Director or his agent at any and all times during construction.

13. PERFORMANCE AND LABOR & MATERIALS BOND

Performance Bond in the full amount of the bid and a Labor and Materials Bond in the same amount will be required from the successful bidder for the faithful performance of the Contract if the contract amount is greater than twenty-five thousand (25,000) dollars. The Bonds must be made out in favor of the Town of Ledyard and executed by a Surety Company authorized to do business in the State of Connecticut. In lieu of the above Bonds, alternate surety in the same amount, in the form of a secured passbook, if acceptable to the Town Treasurer, may be substituted. The security must be posted and accepted within five (5) days of the notification of award and prior to the commencement of any work under the Contract.

14. EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

The Contractor and all Subcontractors agree to provide equal opportunities to all qualified persons solely on the basis of job-related skills, ability and merit, and to take affirmative action to ensure that qualified applicants are employed and that employees are treated during their employment without regard to race, color, religion, gender, national origin, ancestry, age, physical disability, marital status, or mental retardation. Contractors and Subcontractors shall make good faith efforts to comply with all Federal and State laws, and with the Town of Ledyard policy, regarding equal opportunities in employment and affirmative action, pursuant to the Connecticut General Statutes, Section 46a-60, et. seq.

-- END OF SECTION –

TOWN OF LEDYARD, CONNECTICUT
BID #2009-11

MISCELLANEOUS DRAINAGE IMPROVEMENTS
TECHNICAL SPECIFICATIONS

GENERAL

The Project consists of miscellaneous minor catch basin work in support of road resurfacing, including Town Farm and Baldwin Hill Roads. Resurfacing will be accomplished through a separate contract after completion of these improvements. The Town is seeking resurfacing to commence immediately following this work; the work under this contract should be finished within 21 days of notice to proceed. The exact location and specifics of the work will be determined upon detailed condition inspection of existing catch basin tops in roads to be resurfaced, and will be provided to the Contractor at a later date. The Project is further described in these Specifications.

The Contractor shall furnish all labor, materials, supplies, equipment, fuel, and other appurtenances necessary and proper for project completion. These Specifications are intended to adequately describe and illustrate the materials and work necessary to complete the project. However, it is incumbent upon Bidders to fully apprise themselves of site conditions, through on-site inspection, if necessary. The Town assumes that Bidders have adequately apprised themselves of the scope of the work, and assumes no risk if Bidder(s) fail to do so.

DETAILED

Contractors will be responsible for effecting work according to normal practices. The following specification elements are provided to cover the requirements for each job, as they may apply.

1. MOBILIZATION

The work described under this item consists of the movement of personnel and equipment to the project site. Also included under this item is the removal of all of the above from the project site after completion of the work. This item does not apply to mobilization included in Item 4.

Basis for payment: This work will be paid for at the Contract unit price per **Each** separate "Mobilization" to the Town of Ledyard for work under this contract. Moving from one jobsite to another within the Town of Ledyard does not constitute a separate mobilization.

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2. RAISE CATCH BASIN (CB) TOP

This item shall consist of the raising or resetting of an existing catch basin top. This item includes the furnishing and placement of block, brick, and cement, as necessary, and the excavation, gravel, and compaction to reset the CB top at the proper elevation. The top shall be set (both horizontally and vertically) to properly receive stormwater flow, as verified by the Public Works Director or his Agent.

Basis for payment: This item will be paid for at the Contract unit price per **Each** "Raised Catch Basin Top".

3. REPLACE CATCH BASIN (CB) TOP

This item shall include the furnishing and installation of a new catch basin top. This item shall include the pre-cast CB frame with galvanized grate, and placement of block, brick, and cement, as necessary, and the excavation, gravel, and compaction to set the CB top at the proper elevation. The top shall be of the type specified by the Public Works Director or his Agent, irrespective of existing type. The top shall be set (both horizontally and vertically) to properly receive stormwater flow, as verified by the Public Works Director or his Agent.

Basis for payment: This item will be paid for at the Contract unit price per **Each** "Replaced Catch Basin Top" according to type installed.

4. BALDWIN HILL ROAD DRAINAGE IMPROVEMENTS

This item includes all work shown on the contract drawings, including: mobilization, clearing, pavement removal, drain pipe installation, catch basin and manhole installations, pavement repair, maintenance, erosion and sedimentation controls, protection of traffic, and final restoration. Temporary pavement will not be required after installation, only gravel to grade.

Basis for payment: This item will be paid for on a lump sum basis.

5. MISCELLANEOUS STRUCTURAL REPAIRS

This item shall include the furnishing and placement of materials necessary for appropriate repairs of the existing subgrade drainage structures beyond the limits required for simply placing or resetting a CB top. Proceeding with this work shall be at the direction or validation of the Public Works Director or his agent.

Basis for payment: This item will be paid for on a time and materials basis.

6. PUBLIC SAFETY, MAINTENANCE & PROTECTION OF TRAFFIC

The work described under this item consists of the Contractor keeping the roadway under construction open to traffic for the full length of the project. The Contractor shall notify the Ledyard Police and Public Works Director prior to starting any work along Town Roads. The Contractor shall close and/or backfill all construction trenches at the end of each workday. The Contractor shall provide flagmen with orange vests and flags at both ends of the work area, including provisions for alternating one-way traffic. Suitable ingress and egress shall be provided at all times for all intersection roads and for all driveways. Traffic detours will not be allowed unless approved in writing by the Town's Public Works Director. The Contractor shall defer to any requirements specified by the Ledyard Police.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

7. CONSTRUCTION SIGNS / CONES / DRUMS

The Contractor shall utilize signs, cones and drums to notify the travelers of local construction activities and for traffic flow. The Town's Public Works Director or Ledyard Police may direct the Contractor to utilize additional signs, cones and drums, at no additional cost to the Town, if the Contractor does not provide an adequate quantity for the project.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

8. DISPOSAL OF SURPLUS & UNSUITABLE MATERIAL

The Contractor shall dispose off-site all surplus and unsuitable material resulting from this project, including but not limited to, removed trees, pipe, pavements and curbs, according to directions of the Town's Public Works Director. The Contractor shall pay all costs associated with removing, transporting and the disposal of this material.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

9. PROPERTY PROTECTION & PAVEMENT RESTORATION

Any property damaged outside the limits of the construction and/or on private property shall be restored to its original condition at the Contractor's expense. Road pavement, curbing, mail boxes, lawns, fences, stone walls, shrubs, trees, etc. damaged by the Contractor shall be replaced/repaired to the Owners satisfaction.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

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10. FINAL CLEANING

The Contractor, preparatory to final inspection by the Town, shall provide final cleaning of the project area. If the Contractor fails to clean up, the Town may do so and the cost thereof charged to the Contractor.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

11. MATERIAL & CONSTRUCTION STANDARDS

All materials and articles incorporated in the work are to be new and of the best grade of their respective kinds in accordance with the Connecticut DOT, Form 816, as amended. All construction, materials and workmanship shall be subject to inspection and examination by the Town's Public Works Director or his Agent at any and all times during the construction. The Town's Standards shall be utilized on this project unless otherwise approved by the Town's Public Works Director.

12. GUARANTEES & WARRANTIES

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of substantial completion of the project.

13. WORKING HOURS

Unless otherwise specifically permitted, **no work** shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Sundays or legal holidays, except as necessary for the proper care and protection of the work already performed.

14. SUBCONTRACTORS

Assurance of compliance with the Town Standards by Subcontractors shall be the responsibility of the Contractor.

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15. BURIED UTILITIES

If necessary, the Contractor shall notify "CALL BEFORE YOU DIG" at 1-800-922-4455 to verify all utility locations, depths, and sizes prior to construction. The Contractor shall make his own investigations of the extent and location of utilities, and shall plan his operations accordingly. The Contractor shall include all costs of this work in the Bid. No additional payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. No claim for any delays, damage or extra work occasioned thereby will be allowed.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

16. SEDIMENTATION, EROSION & STORMWATER CONTROL

At all times, the Contractor shall protect excavations, trenches and all items of construction or installation from damage by rain, surface water and subsurface water usual for the vicinity. Sediment and erosion controls such as silt fence and staked hay bales shall be installed by the Contractor prior to commencing any construction activities. If required by the Town of Ledyard, additional control measures shall be installed immediately by the Contractor. Failure to install or properly maintain these protective devices may result in suspension of work by the Town of Ledyard.

Basis for Payment: Compensation for such work, including all labor and equipment shall be considered to be included in the prices bid for the other items of the work.

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-- END OF SECTION --

STATEMENT

Bidder’s Name: _____

Bidder’s Address: _____

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How many years have you been engaged in the consulting business under the present firm name? _____

Owners of Company with titles: _____

_____

Have you ever refused to sign a Contract at your original bid, or have you ever defaulted on a contract? _____

If yes, indicate when, where and why: _____

_____

_____

List projects your Company is presently working on, include location and owner representative’s name and phone number

_____

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_____

List three (3) equivalent projects your Company has worked on within the last five (3) years; include location, owner’s name and phone number:

_____

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List subconsultants to be used on this project, including description and approximate dollar value of their work:

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-- END OF SECTION --