



TOWN OF LEDYARD CONNECTICUT

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

BID PACKAGE

for

Former Gales Ferry School Septic System 7 Hurlbutt Road

BID # 2012-14

April 2012

**LEGAL NOTICE
TOWN OF LEDYARD, CONNECTICUT
INVITATION TO BID -- BID # 2012-14**

Former Gales Ferry School Septic System Improvements

April 4, 2012

The Town of Ledyard seeks sealed bids for replacement of the existing septic system and related work at the former Gales Ferry School, 7 Hurlbutt Road, Ledyard, CT. Project Plans, Technical Specifications, and Bid Proposal Forms may be obtained on-line at www.ledyardct.org or in person at the Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT 06339.

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, April 24, 2012**, 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 #2012-__: Former Gales Ferry School Septic System Replacement”**.

Prospective Bidders may contact Town Planner, Charles Karno, 860.464.3215 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 contract will be awarded to the lowest responsible and qualified bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to perform the work in good faith.

Marcia Hancock
Director of Finance

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

TOWN OF LEDYARD, CONNECTICUT
BID # 2012-14

Former Gales Ferry School
Septic System Replacement

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 **FORMER GALES FERRY SCHOOL SEPTIC SYSTEM REPLACEMENT**, (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 Project Plans and 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.

TOTAL AMOUNT: _____

TOTAL AMOUNT IN WORDS: _____

Additional Quote: Cost to provide one Portable Toilet with hand washing capability:

Additional Quote: Any additional cost to pump existing septic tank:

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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2. UNCERTAINTY OF QUANTITIES

- A. The quantities, conditions, and details shown in the plans have been determined from inspection, and provide adequate accuracy and detail for lump sum bids. The work under certain items may be materially greater or less than those given in the bid document in order to complete the contemplated project, but unless the quantities are appreciably different than represented in the plans and specifications, the lump sum prices will stand. 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 work actually performed and accepted will be paid for.

3. INSTRUCTIONS TO BIDDERS

- A. The Total Bid price of this proposal includes all work indicated on the Project Plans.
- 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 # 2012-14: Former Gales Ferry School Septic System Replacement”

- 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 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.

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- G. Bidders shall complete and fill out all blanks in the attached Statement of Bidder's Qualifications.
- H. Bidders shall complete the attached form titled "Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders."

4. 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 projects elsewhere.
- B. The contract will be awarded to the lowest responsible and qualified bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to perform the work in good faith.
- 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.

5. 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.

6. CONTRACT SCHEDULES

All work under this Contract shall be completed within 30 days of award unless the completion date is extended in writing by the Town of Ledyard.

7. CONTRACTOR'S INSURANCE REQUIRED

The Contractor must carry insurance under which the Town and State of Connecticut are named as 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.

8. 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.

9. CONTRACTOR'S PAYMENT SCHEDULE

All of the work shall be performed according to the Project Plans, and shall be inspected and approved by the Town of Ledyard's Public Works Director or designated agent prior to any payments for the work. Payment will be made according to a schedule of values supplied by the Contractor subject to a 5% retainage.

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10. 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.

11. 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 the Project Plans. All material and workmanship shall be subject to examination by the Public Works Director or his agent at any and all times during construction.

12. PERFORMANCE AND LABOR & MATERIALS BOND

A 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 thirty (30) days of the notification of award and prior to the commencement of any work under the Contract.

13. 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 #2012- 14
FORMER GALES FERRY SCHOOL
SEPTIC SYSTEM REPLACEMENT

GENERAL

The Project consists of the replacement of the existing septic system serving the former Gales Ferry School, 7 Hurlbutt Road, including the removal of the existing tank, installation of a new tank and leaching field, closure of an existing well and related work. The work is necessitated by the sale of a portion of the property.

It is important to note:

Construction activity will be occurring on the adjacent property.

The Former Gales Ferry School has limited occupancy; however, occupancy will continue during construction. To the greatest extent feasible, the contractor will schedule work to allow for continued use of the school. It is anticipated that the existing "leaching field" will not be available as of April 15, 2012. It is the intent to utilize the existing septic tank for storage, while it is available. The contractor will provide a quote for pumping the existing tank. Once the tank is removed, a portable toilet with hand washing capability will have to be installed. The contractor will provide a quote for provision and removal of the portable toilet.

The Contractor will be responsible for effecting work according to normal practices. The Contractor shall furnish all labor, materials, supplies, equipment, fuel, and other appurtenances necessary and proper for project completion. 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

These Specifications describe only the general nature of the project; the technical details required for construction are contained within the Project Plans, which accompany these specifications.

-- END OF SECTION --

BIDDER'S QUALIFICATION STATEMENT

Bidder's Name: _____

Bidder's Address: _____

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

List three (3) equivalent projects your Company has worked on within the last five (5) years; include location, owner's name and phone number:

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

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