TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT

NOTICE OF BID

Echo Lake Road Drainage Improvements
Watertown Public Works Department

Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, Town Hall, 61 Echo lake Road, Watertown, Connecticut, until 11:00 a.m., Thursday, March 24, 2022, at which time and place they will be publicly opened and read aloud for drainage improvements in Echo Lake Road to the Town of Watertown.

The Information for Bidders, Form of Bid, Specifications and other contract documents may be obtained or examined at the office of the Purchasing Agent, Watertown Town Hall, 61 Echo Lake Road, Watertown, Connecticut 06795 or by accessing the Town of Watertown’s website at http://www.watertownct.org. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked “Bid – Echo Lake Road Drainage Improvements”.

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.

All bids will be considered valid for a period of sixty (60) days.

Donna Ford
Purchasing Agent
Town of Watertown
INFORMATION FOR BIDDERS

TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

Echo Lake Road Drainage Improvements
Watertown Public Works Department

BID OPENING:

PROPOSALS RECEIVED
All bids must be in a sealed envelope and received prior to 11:00 a.m., Thursday, March 24, 2022, at the office of the Purchasing Agent, 61 Echo Lake Road, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS
Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Watertown Town Hall, 61 Echo Lake Road, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS
All proposals and literature shall be submitted IN DUPLICATE on the proposal form, which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at http://www.adobe.com/products/acrobat/readstep.html.

Response summaries will be available online at http://www.watertownct.org on the day of the bid opening.

Responses delivered via fax are received subject to the following qualifications and limitations:

- The Town is not responsible for the confidentiality of the information transmitted.
- The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder’s electronic transmission is not received by the Town in a timely fashion, or is not received either in its entirety or error-free.
- Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

**INCURRING COSTS**

The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

**FAMILIARITY WITH THE WORK**

Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish all centerline striping and related pavement markings as specified for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

**CONSIDERATION OF PRIOR SERVICE**

Previous performance, quality of service and merchandise will be considered.

**ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS**

Addenda information will be available online at http://www.watertownct.org. Adobe Acrobat® Reader may be required to view this document. It is strongly suggested that Bidders check for any addenda a minimum of forty-eight hours in advance of the bid deadline.

At the time of the opening of bids each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.
If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed (duplicate copy) to the Town of Watertown, Purchasing Agent, 61 Echo Lake Road, Watertown, Connecticut 06795, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective Bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of the bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as “no substitutions.” The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

**QUOTATION LIMITATION**

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or equal item is to
be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

**ESTIMATE OF WORK**

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

**SAMPLES**

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

**WITHDRAWAL OF BID**

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of 11:00 a.m., Thursday, March 24, 2022. The successful agent/broker shall not withdraw, cancel or modify their proposal.

**PERFORMANCE BONDS / PAYMENT BONDS**

A performance bond is required and shall be in the amount of 100% of the bid award, in the name of the "Town of Watertown", in the form and with a surety company approved by the State Commissioner of banking and insurance, and issued within ten (10) calendar days of the bid award date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. This financial instrument shall be for the faithful performance of the contract, and shall be used at the sole discretion of the Town of Watertown to pay liquidated Damages for failure or refusal to perform in accordance with the contract. No withdrawals shall be made until after five (5) calendar days notice of noncompliance with the contract is sent by certified U.S. Mail. This in no way limits further actions the Town of Watertown may take.

**POWER OF ATTORNEY**

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

**SUBCONTRACTORS**

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must
be approved by the Town.
• Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.

Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar, as is practical in the performance of this project.

QUALIFICATION OF BIDDER
In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS
More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

DELIVERY
Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.
PAYMENT

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as NET, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Watertown
Watertown Public Works Department
61 Echo Lake Road
Watertown, CT 06795

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award, the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption
authorization. **CARE AND PROTECTION OF PROPERTY**
The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES**
The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

**AWARD**
The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

**Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"**

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:
- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- To reject any or all bids, or any part thereof.
- To waive any informality in the bids.
- The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder’s business within the Town of Watertown in awarding this bid.
- To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

**INSURANCE**

A. **General:**
The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder’s obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written
notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder’s responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown, its employees, departments, boards, committees and commissions, as an additional insured on all contracts except Worker’s Compensation and Professional Errors & Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder’s insurance representative(s).

B. Specific Requirements:
   (1) Workers’ Compensation Insurance
       The Bidder shall provide Workers’ Compensation Insurance required by law and the Employer’s Liability Insurance for at least the amounts of liability for Bodily Injury by accident of $100,000 each accident; Bodily Injury by Disease each employee of $100,000; Bodily Injury by Disease, policy limit of $500,000.

   (2) Commercial General Liability Insurance
       The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of $1,000,000 is required. The Aggregate Limit will be not less than $1,000,000.

   (3) Business Automobile Liability Insurance
       The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of $1,000,000 is required. “Any Auto” (symbol 1 or equivalent) is required.

C. Hold Harmless & Subcontractor’s Requirements:
   The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

   The Bidder shall require that the Town of Watertown, its employees, departments, boards, committees and commissions, be named as Additional Insured on all subcontractor’s and independent contractor’s policies before they are permitted to begin work.

   The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

   The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of
Watertown against any and all liability for injuries and damages to Bidder and to Bidder’s employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

D. Other Data:
NOTE 1: If Bidder is only a vendor shipping goods via Common Carrier only, General Liability is required.
NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.
NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

GUARANTEE
The bidder shall unconditionally guarantee for a period of one (1) year from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

PERMITS
When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

PREVAILING WAGE RATES
The Town of Watertown shall require the payment of prevailing rates of wages in accordance with the wage section of the Connecticut General Statutes 31-53, 93-392 and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Statutes as amended.

NONDISCRIMINATION IN EMPLOYMENT
The successful bidder shall agree and warrant 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 race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

MECHANICS LIEN WAIVERS
The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment, and/or at time of final payment, prior to any payment made.

For further technical or administrative information contact Donna Ford, Purchasing Agent at (860) 945-5260 or via email at ford@watertownct.org.
TO: Donna L. Ford, Purchasing Agent  
Town of Watertown  
Town Hall  
61 Echo Lake Road  
Watertown, CT 06795

The undersigned, as bidder, agrees to furnish labor, equipment and materials as specified and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Town; to provide all necessary equipment, tools, labor and delivery and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

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NAME ____________________________________________________________

Please Print

TELEPHONE NUMBER ________________________________________________
Bidders shall:

- provide a list of equipment available for the project: and
- provide a list of references for work performed over the last five years in the State of Connecticut.

Project Description

This project consists of the installation of approximately 2 type “C” catch basins, 1 special type “C” open back catch basin, 760 LF of 24” H.D.P.E. piping, 62 LF of 30” H.D.P.E. piping, 2 storm manholes, 117 tons (TONS) of bituminous concrete, 383 linear feet (LF) of bituminous concrete lip curbing, 10 LF of cement concrete sidewalk and incidental related work on Echo Lake Road in Watertown, Connecticut. Uniformed Town Police Officers are required for all work within the roadway and will be paid for by the town.

TECHNICAL SPECIFICATIONS

This project consists of the replacement of a portion of the storm water culvert system on Echo Lake Road between Ice House Road and Buckingham Street in Watertown, Connecticut in accordance with the project plans and specifications. Uniformed Town Police Officers are required for all work within the roadway. All work is to be performed in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction, Form 817”, as supplemented and as amended below. All work is confined to the defined roadway and easements, unless specific arrangements are made separately with the abutting property owners.

Trafficmen:
Uniformed Police Officers will be required for all work performed in the roadway and shall be provided in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction”, Form 817, as amended. Upon
approval by the Engineer, the contractor is to arrange for the Police Officers. The Town will be responsible for payment of the Officers. Uniformed Police Officers are not required when the roadway is closed to through traffic or when an approved traffic detour is provided.

**Clearing and Grubbing:**
Clearing and grubbing of trees, shrubs, brush and all other objectionable material for the installation of ditches, structures and piping will not be measured or paid for separately, but shall be included in the unit bid price of the item.

**Trench Excavation (0’-10’ Deep), Backfill and Compaction:**
Backfill and compaction for roadways and trenches will not be measured or paid for separately, but shall be included in the unit price of the item. Excavation for earth and trench shall be measured for payment by the cubic yard (CY). Contractor is responsible for dewatering and dust control.

**Rock in Trench Excavation (0’-10’ Deep), Backfill and Compaction:**
Backfill and compaction for roadways and trenches will not be measured or paid for separately, but shall be included in the unit price of the item. Excavation for rock shall be measured for payment by the cubic yard (CY). Contractor is responsible for dewatering and dust control.

**Structure Excavation – Earth (0’-10’ Deep), Backfill and Compaction:**
Backfill and compaction for structures will not be measured or paid for separately, but shall be included in the unit price of the item. Excavation for earth and trench shall be measured for payment by the cubic yard (CY). Contractor is responsible for dewatering and dust control.

**Structure Excavation - Rock (0’-10’ Deep), Backfill and Compaction:**
Backfill and compaction for structures will not be measured or paid for separately, but shall be included in the unit price of the item. Excavation for rock shall be measured for payment by the cubic yard (CY). Contractor is responsible for dewatering and dust control.

**Crushed Stone, Processed Stone, Bank Run Gravel, Gravel Bedding and Backfill:**
Gravel bedding and backfill will not be measured or paid for separately, but shall be included in the unit price of the item. Crushed and processed stone and bank run gravel will be measured for payment by the cubic yard (CY), complete and accepted in place. Contractor shall include certifications and testing to verify compliance with material specifications in accordance with Form 817, Section M.02, and shall also include compaction-testing services in the price bid. At the option of the contractor, there is fill material at the former town landfill located on Old Baird Road that may be used on the project. The contractor would be responsible for loading and transporting this material to the construction site.

**Cut Bituminous Concrete Pavement:**
Pavement sawing will not be measured or paid for separately, but shall be included in the unit price per linear foot for the item “Cut Bituminous Concrete Pavement”, in accordance with Form 817, Section 4.06, as amended.

**Removal of Bituminous Concrete Pavement:**
The item for “Removal of Bituminous Concrete Pavement” shall include all labor, equipment and materials required to remove the bituminous concrete pavement as shown on the plans, in accordance with Form 817, as amended. Payment will be measured and paid per linear foot under the item “Removal of Bituminous Concrete Pavement”.

**Sidewalks:**
All labor, equipment and materials for removing the existing sidewalk for installation of the 30” H.D.P.E. pipe, and replacing with cement concrete sidewalk, will not be measured or paid for separately, but shall be included in the unit price of the item “Concrete Sidewalks”, in accordance with Form 817, Articles 9.21 and 9.22, as amended, which shall include all labor equipment and material to provide a sidewalk of the size and type as specified or as shown on the plans.

**Construction Methods**
Concrete sidewalks – in accordance with Article 9.21 of the Form 817, as required.

**Method of Measurement**
This work will be measured for payment by the following:

Number of linear feet of concrete sidewalk as shown or as directed by the Town.

Pavement sawing and removal of existing concrete sidewalk, excavation below the finished grade of the sidewalk, backfilling and disposal of surplus material will not be measured for payment, but the cost shall be included in the price bid for the sidewalk.

Excavation above the finished grade of the sidewalk will be measured and paid for in accordance with the appropriate excavation item.

Base materials shall not be measured for payment but the cost shall be included in the price bid for the sidewalk.

**Basis of Payment**
This work will be paid for as follows:

Contract unit price per each linear foot of concrete sidewalk, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.

**Bituminous Concrete Patch Class II:**
Pavement repair and tack coat will not be measured or paid for separately, but shall be included in the unit price per ton for the item “Bituminous Concrete Patch Class II”, in accordance with Form 817, Section 4.06, as amended.

**Removal of Bituminous Concrete Lip Curbing:**
The item for “Bituminous Concrete Lip Curb (BCLC)” shall include all labor, equipment and materials required to remove the bituminous concrete lip curbing as shown on the plans, in accordance with Form 817. Payment will be measured and paid per linear foot under the item “Removal of Bituminous Concrete Lip Curbing”.

**Bituminous Concrete Lip Curbing:**
The item for “Bituminous Concrete Lip Curb (BCLC)” shall include all labor, equipment and materials required to provide the bituminous concrete lip curb, including tack coat in accordance with Form 817, Section 8.15, and as shown on the plans. All BCLC shall be backed up by topsoil, which shall be seeded and mulched in accordance with the appropriate line item.

**Topsoil and Seed:**
The item for “Topsoil and Seed” shall include all labor, equipment and materials required to provide the topsoil and seed for disturbed areas not replaced with bituminous concrete or structures in accordance with Form 817, Section 9.44 and 9.50, respectively, and as shown on the plans.

**Maintenance and Protection of Traffic:**
The item for “Maintenance and Protection of Traffic” shall include all labor, equipment and materials required in accordance with Form 817, except that this item shall also include the cost of signs, barricades, drums, lights, delineators, traffic cones and furnishing and placing of materials such as borrow, gravel, crushed stone, bituminous concrete for patching and pipe. Contractor is solely responsible for work zone safety and shall provide, at a minimum, the work zone signage attached. Roadway shall be kept open to at least one-way traffic at all times, and shall be opened to two way traffic at the completion of the work day. Contractor to work with adjacent property owners to provide access to individual homes to the greatest extent practicable.

**Pipe – (Size and Type):**
The item for “Pipe (Size and Type)” shall include all labor, equipment and material to furnish and install the pipe of the size and type specified, and as shown on the Plans. There shall be no separate payment for pipe bedding, backfill, compaction and alignment, but these items shall be included in the price bid per linear foot (LF). Each pipe length shall be laid straight and true to line and grade by means of laser system or other system approved in advance by the Town.

**Type “C” Catch Basin**
The item for Type “C” Catch Basin shall include all labor, equipment and material required to furnish and install catch basins, sumps, risers, tops, frames and grates of the size and type specified and as shown on the plans. There shall be no separate payment for excavation, pervious backfill and compaction, or for connecting additional pipes encountered directly into the catch basin but these items shall be included in the price bid per each catch basin.

**Special Type “C” Open Back Catch Basin**
The item for Type “C” Catch Basin shall include all labor, equipment and material required to furnish and install the catch basin, sumps, risers, tops, frames and grates of the size and type specified and as shown on the plans. There shall be no separate payment for excavation, pervious
backfill and compaction, or for connecting additional pipes encountered directly into the catch basin but these items shall be included in the price bid per each special type open back catch basin.

**Manhole**
The item for “Manhole” shall include all labor, equipment and material required to furnish and install a structure of the size and type shown on the plans and as specified, including base, risers, frame and cover, steps, shaped invert and connections. There shall be no separate payment for excavation, pervious backfill and compaction, or for connecting additional pipes encountered directly into the manhole but these items shall be included in the price bid per each manhole.

**Water Handling and Erosion and Sedimentation Control**
Water Handling and Erosion and Sedimentation Control will not be paid for as separate items but shall be included in the price bid for other items.

**Construction Methods**

1. The excavation of existing roadway material, in accordance with the Requirements of Article 2.02 of the Form 817. Surplus material is to be deposited elsewhere in town, as directed by the Town.
2. The excavation of trench material, in accordance with the Requirements of Article 2.05 of the Form 817. Surplus material is to be deposited elsewhere in town, as directed by the Town.
3. The excavation of rock material in trench, in accordance with the Requirements of Article 2.05 of the Form 817. Surplus material is to be deposited elsewhere in town, as directed by the Town.
4. The excavation of material for structures, in accordance with the Requirements of Article 2.03 of the Form 817. Surplus material is to be deposited elsewhere in town, as directed by the Town.
5. The excavation of rock material for structures, in accordance with the Requirements of Article 2.03 of the Form 817. Surplus material is to be deposited elsewhere in town, as directed by the Town.
6. Processed gravel base – in accordance with the Requirements of Article 3.04 of the Form 817, as amended.
7. Pervious structure backfill – in accordance with the Requirements of Article 2.16 of the Form 817, except that payment will be included in the item for “Type “C” Catch Basin”, “Special Type “C” Catch Basin” or “Manhole”, as applicable.
8. Geotextile material – in accordance with the Requirements of Article 7.55 of the Form 817 except that payment shall be included in the item “Pipe – (Size and Type).”
9. Bituminous concrete – in accordance with Article 4.06 of the Form 817, as amended.
10. Bituminous concrete lip curbing – in accordance with Article 8.15 of the Form 817, as amended.
11. Pipe of the size and type specified – in accordance with Article 6.51 of the Form 817, as amended; joints shall be rubber gasketed per ASTM Section D 3212.
12. Pipe bedding – in accordance with Article M.08.03 of the Form 817, as amended.
13. Catch basins and manholes of the type specified and as shown on the plans – in accordance with Article 5.07 of the Form 817, as amended.
14. Spun plastic culvert liner – in accordance with the manufacturer’s specifications (to be determined).
15. Topsoil and Seed - in accordance with Articles 9.44 and 9.50, respectively, of the Form 817, as amended.
16. Town will furnish benchmark for installation of improvements. Contractor to provide all other field survey required. Owner to perform as-built survey upon completion of fieldwork.

All work must be complete and accepted in place by July 1, 2022.

Method of Measurement

This work will be measured for payment by the following:

1. The actual area of Clearing and Grubbing, within the pay limits as shown on the plans or as directed by the Engineer,
2. Number of cubic yards of trench material excavated, regardless of type, within the pay limits as shown on the drawings as required or as directed by the Engineer.
3. Number of cubic yards of material for structures excavated, regardless of type, within the pay limits as shown on the drawings as required or as directed by the Engineer.
4. Number of cubic yards of ¾” crushed or processed stone or bank run gravel installed, as shown on the plans or directed by Engineer, and accepted in place,
5. Number of linear feet of Bituminous Concrete Pavement or Bituminous Concrete Lip Curbing removed, within the pay limits as shown on the drawings or as directed by the Engineer,
6. Number of tons of Bituminous Concrete – Class II, spread and accepted in place,
7. Number of linear feet of the pipe size and type specified to the inside wall of the structure being connected to,
8. Number of catch basins and manholes of the type specified for each,
9. Number of linear feet of Bituminous Concrete Lip Curbing as measured along the top of the curb, as shown on the plans or as directed by the Engineer.
10. Number of square yards of Topsoil and Seed installed, as shown on the plans or as directed by the Engineer.

Basis of Payment

This work will be paid for as follows:

1. Lump Sum contract bid price for clearing and grubbing, which price shall include all equipment, material, labor and work incidental thereto as specified herein,
2. Contract unit price per cubic yard of material excavated under trench excavation, complete in place and accepted, which price shall include all equipment, material, labor and work incidental thereto as specified herein.
3. Contract unit price per cubic yard of material excavated under rock in trench excavation, complete in place and accepted, which price shall include all equipment, material, labor and work incidental thereto as specified herein.
4. Contract unit price per cubic yard of material excavated under structure excavation - earth, complete in place and accepted, which price shall include all equipment, material, labor and work incidental thereto as specified herein.

5. Contract unit price per cubic yard of material excavated under structure excavation - rock, complete in place and accepted, which price shall include all equipment, material, labor and work incidental thereto as specified herein.

6. Contract unit price per cubic yard of ¾” crushed or processed stone, or bank run gravel, installed and accepted, which price shall include all equipment, material, labor and work incidental to as specified herein,

7. Contract unit price per square yard for removal of bituminous concrete pavement or bituminous concrete lip curbing, which price shall include all equipment, material, labor and work incidental thereto as specified herein,

8. Contract unit price per each structure, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.

9. Contract unit price per each linear foot of pipe of the size and type specified, complete and accepted in place, which price shall include all labor, equipment, materials and work incidental to as specified herein.

10. Contract unit price per each ton of bituminous concrete pavement - class II, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.

11. Contract unit price per each linear foot of bituminous concrete lip curbing, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.

12. Contract unit price per each square yard of topsoil and seed, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.

13. Contract lump sum for maintenance and protection of traffic, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.

**Testing Laboratories**

The Contractor shall provide, at no additional cost to the Owner, the services of approved testing laboratories to take samples of materials and perform tests as required under this Contract or as ordered by the Engineer. Payment for these services shall be included under the applicable items of the Contract, unless otherwise specified. Contractor will notify on-call testing service company at least 24 hours in advance for compaction testing. Compaction tests are required on base materials prior to placing asphalt and on bituminous concrete pavement during rolling operations.
**PROPOSAL**

The following items shall be provided in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction”, Form 817, as amended.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description/Unit Price</th>
<th>Estimated Quantities</th>
<th>Computed Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #1 - Clearing &amp; Grubbing</td>
<td>The unit price of ________________ Dollars and ____________________ Cents ($ ) per (LS).</td>
<td></td>
<td>LS $________</td>
</tr>
<tr>
<td>Item #2 – 24” HDPE pipe</td>
<td>The unit price of ________________ Dollars and ____________________ Cents ($ ) per linear foot (LF).</td>
<td>759.85 LF</td>
<td>$________</td>
</tr>
<tr>
<td>Item #3 – Type &quot;C&quot; Catch Basin</td>
<td>The unit price of ________________ Dollars and ____________________ Cents</td>
<td>2 EA</td>
<td>$________</td>
</tr>
<tr>
<td>Item #4 – Spec. Type &quot;C&quot; Catch Basis (Open Back)</td>
<td>The unit price of ________________ Dollars and ____________________ Cents</td>
<td>1 EA</td>
<td>$________</td>
</tr>
<tr>
<td>Item #5 - Bituminous Concrete Patch – Class 2</td>
<td>The unit price of ________________ Dollars and ____________________ Cents ($ ) per ton.</td>
<td>92 Tons</td>
<td>$________</td>
</tr>
<tr>
<td>Item #6 – Manhole, Frame &amp; Cover</td>
<td>The unit price of ________________ Dollars and ____________________ Cents</td>
<td>1 EA</td>
<td>$________</td>
</tr>
</tbody>
</table>
($                      ) per Each

**Item # 7 – 3/4" Crushed Stone**
The unit price of
_____________________________Dollars 254.82 CY  $_________
and_________________________Cents
($                      ) per cubic yard (CY)

**Item # 8 – 3/4" Processed Stone**
The unit price of
_____________________________Dollars 168.86 CY  $_________
and_________________________Cents
($                      ) per cubic yard (CY)

**Item # 9 – Bank Run Gravel**
The unit price of
_____________________________Dollars 244.84 CY  $_________
and_________________________Cents
($                      ) per cubic yard (CY)

**Item # 10 – Cut Bituminous Concrete Pavement**
The unit price of
_____________________________Dollars 1160 LF  $_________
and_________________________Cents
($                      ) per linear foot (LF)

**Item # 11 - Removal of Bituminous Concrete Pavement**
The lump sum price of
_____________________________Dollars 337.71 SY  $_________
and_________________________Cents
($                      ) per square yard (SY)

**Item # 12 – Top Soil and Seed**
The unit price of
_____________________________Dollars 85.11 SY  $_________
and_________________________Cents
($                      ) per square yard (SY)

**Item # 13 – Bituminous Concrete Lip Curbing**
The unit price of
_____________________________Dollars 383 LF  $_________
and_________________________Cents
($                      ) per linear foot (LF)
Item # 14 - Removal of Bituminous Concrete Lip Curbing
The unit price of
_____________________________Dollars
and_________________________Cents
($                      ) per linear foot (LF) 383 LF $__________

Item # 15 - Trench Excavation 0'-10' Deep
The unit price of
_____________________________Dollars
and_________________________Cents
($                      ) per cubic yard (CY) 787.99 CY $__________

Item # 16 - Rock in Trench Excavation 0'-10' Deep
The unit price of
_____________________________Dollars
and_________________________Cents
($                      ) per cubic yard (CY) 29.15 C.Y. $__________

Item # 17 - Structure Excavation - Earth 0'-10' Deep
The unit price of
_____________________________Dollars
and_________________________Cents
($                      ) per cubic yard (CY) 90.87 C.Y. $__________

Item # 18 - Structure Excavation - Rock (0'-10' Deep
The unit price of
_____________________________Dollars
and_________________________Cents
($                      ) per cubic yard (CY) 10.78 C.Y. $__________

Item # 21 - Maintenance & Protection of Traffic
The unit price of
_____________________________Dollars
and_________________________Cents
($                      ) per (LS) LS $__________

Item # 22 – 30” HDPE Pipe
The unit price of
_____________________________Dollars
and_________________________Cents
Item # 23 – Cement Concrete Sidewalk
The unit price of ___________________________ Dollars
and ___________________________ Cents
($   ) per (LF)  62 LF  $__________

Item # 24 – 5’ I.D. Manhole, Frame and Cover
The unit price of ___________________________ Dollars
and ___________________________ Cents
($   ) per (EA)  1 EA  $__________

Payment Terms _________________________________________________________________

Start Date:________________________  Completion Date ___________________________

Have you taken any exceptions or have you deviated from our printed specification and if so, are
such suggested changes clearly noted on the page provided for exceptions to specifications?

___ yes  ___ no
RECEIPT OF ADDENDA

<table>
<thead>
<tr>
<th>ADDENDUM #</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>__________________</td>
<td><em><strong>/</strong></em></td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td>__________________</td>
<td><em><strong>/</strong></em></td>
</tr>
</tbody>
</table>

NAME OF BIDDER: __________________________________________________________

OFFICIAL ADDRESS: ______________________________________________________

PHONE NUMBER: _______________________________________________________

BY: ______________________________ TITLE: ________________________________
    (Please Print)

DATE: _________________________________________________________________

SIGNATURE:________________________________________________________________
PROPOSED SUBCONTRACTORS

FIRM __________________________________________________________________________

Name __________________________________________________________________________

Street __________________________________________________________________________

City State Zip Code

CONTACT ____________________________________TELEPHONE____________________

Please Print

TYPE OF WORK TO BE PERFORMED __________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

FIRM __________________________________________________________________________

Name __________________________________________________________________________

Street __________________________________________________________________________

City State Zip Code

CONTACT ____________________________________TELEPHONE____________________

Please Print

TYPE OF WORK TO BE PERFORMED __________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

FIRM __________________________________________________________________________

Name __________________________________________________________________________

Street __________________________________________________________________________

City State Zip Code

CONTACT ____________________________________TELEPHONE____________________

Please Print

TYPE OF WORK TO BE PERFORMED __________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
REFERENCES
Please list a minimum of three references of similar work performed within the last three years.

FIRM ____________________________________________________________

Name ___________________________________________________________

Street __________________________________________________________________________

City State Zip Code

CONTACT ____________________________________ TELEPHONE ______________________
Please Print

TYPE OF WORK TO BE PERFORMED ____________________________________________

______________________________________________________________________________

FIRM ____________________________________________________________

Name ___________________________________________________________

Street __________________________________________________________________________

City State Zip Code

CONTACT ____________________________________ TELEPHONE ______________________
Please Print

TYPE OF WORK TO BE PERFORMED ____________________________________________

______________________________________________________________________________

FIRM ____________________________________________________________

Name ___________________________________________________________

Street __________________________________________________________________________

City State Zip Code

CONTACT ____________________________________ TELEPHONE ______________________
Please Print

TYPE OF WORK TO BE PERFORMED ____________________________________________

______________________________________________________________________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that
___________________________________________________________________________

(Name of Contractor)
___________________________________________________________________________

(Address of Contractor)

a ______________________________, hereinafter called Principal and
(Corporation, Partnership, or Individual)
___________________________________________________________________________

(Name of Surety)
___________________________________________________________________________

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto
___________________________________________________________________________

(Name of Owner)
___________________________________________________________________________

(Address of Owner)

hereinafter called OWNER, in the penal sum of ________________________________

Dollars, $(_______________) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of __________, 20___, a copy of which
is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to WORK
to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise
affect its obligation on this BOND, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of the contract or to the WORK or to the
SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts each one of which
shall be deemed an original, this _____ day of ____________, 20__.
ATTEST:

______________________________
Principal
By__________________________(s)

________________________________
(Principal) Secretary
(SEAL)

________________________________
(Witness as to Principal)

________________________________
(Address)

________________________________
(Witness as to Surety)

________________________________
(Address)

ATTEST:

________________________________
(Surety) Secretary
(SEAL)

________________________________
(Witness as to Surety)

________________________________
(Address)

________________________________
By
Attorney-in-Fact

________________________________
(Address)

Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's
most current list (Circular 570 as amended) and be authorized to transact business in the state
where the PROJECT is located.