

# **TOWN OF EAST WINDSOR ENGINEERING & PUBLIC WORKS**

**11 Rye Street, Broad Brook, CT 06016**

**Leonard J. Norton, P.E. - Director of Public Works/Town Engineer- Phone (860) 292-7073, Fax (860) 292-7072**

## **BID Documents –195-205 Wells Rd -Drainage Improvement**

### **East Windsor, CT – May 10, 2023**

Proposals will be submitted to the First Selectman's Office, Attn: Jason E. Bowsza, **"195-205 Wells Rd - Drainage Improvement"**, 11 Rye Street, Broad Brook, CT 06016, by 11:00am Monday June 12, 2023. The project involves drainage improvement at 195-205 Wells Road East Windsor, CT. Work to be completed during the current construction season. All work shall be based on the unit bid price. Work needs to be completed within 60 days of the start date.

## **INFORMATION FOR BIDDERS**

Tax Exemption – Purchase of materials are exempt from Connecticut sales tax.

Site Inspection – Each bidder shall satisfy himself as to the nature and location of the work, the general and local conditions and all other matters which can in any way affect the work or the cost of successfully performing the work. All questions shall be submitted by email to [Lnorton@eastwindsorct.com](mailto:Lnorton@eastwindsorct.com) Director of Public Works / Town Engineer, **before 11:00 a.m. Tuesday May 30, 2023.**

Bid – Each bidder shall fill in all blank spaces of the BID FORM in ink with no changes made to the form. Each bid must be in a sealed envelope addressed to the First Selectman's Office, Attn: Jason E Bowsza, **"195-205 Wells Road – Drainage Improvement"**, 11 Rye Street, Broad Brook, CT 06016, no later than 11:00 a.m. Monday June 12, 2023, for a public bid opening.

Right to Reject Bids – The town reserves the right to reject any or all proposals if it is in the Town's best interest to do so. Proposals submitted or received after the scheduled closing time for receipt of bids will be rejected.

Acceptance of Bids – Acceptance of bid will be by notice of the Town Engineer.

## BID FORM

The undersigned declares they have carefully examined the RFP Documents and location(s) of work for the above referenced project and proposes to perform the work at the following UNIT Prices:

Item No	Brief Description Of Work	Est Quant	Unit Price	Total Cost
1	Erosion Control	Lump Sum	\$	\$
2	Saw Cutting	56LF ±	\$	\$
3	15" HDPE Drainpipe	42 LF ±	\$	\$
4	Modified Rip Rap Aprons	18CY	\$	\$
5	Earth Excavation	300CY ±	\$	\$
6	Paving	168SF ±	\$	\$
7	Evergreen Tree Planting	8	\$	\$
8	Stabilization-Restoration	Lump Sum	\$	\$

TOTAL BID = \$ \_\_\_\_\_

WRITTEN \_\_\_\_\_ DOLLARS

AND \_\_\_\_\_ CENTS

It is understood that the unit prices will control any contract awarded based on this bid that the estimated quantities above are approximate and used only for the comparison of bids, and that the products obtained by multiplying the above unit prices by estimated quantities and the total thereof have been inserted for the convenience of the bidder in order to facilitate consideration of this and other bids.

The above prices include the cost of all the work to complete the project whether specifically stated or not. The cost of mobilization and demobilization, miscellaneous clearing and grubbing, protection of items and any other work required to complete the project shall be included in the price stated above.

The time of completion for the project is 60 days from the starting date agreed to by the Town Engineer and Contractor.

The undersigned certifies that he has not colluded with any individual or firm that has a competitive interest in responding to this BID.

Name of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Title: \_\_\_\_\_

Name and Title (typewritten): \_\_\_\_\_

## **GENERAL CONDITIONS**

Site Investigation – The contractor shall thoroughly investigate the site of the work and acquaint himself with all available information concerning the project. Failure to do so shall not relieve him from responsibility for properly estimating the difficulty or cost of successfully completing the project.

Measurements – The Contractor shall be responsible for any measurements.

Lien Releases – The Contractor shall be responsible to provide lien releases for all subcontractors and materials prior to receiving payment.

Protection of Material and Work – The Contractor shall at all times protect and preserve all materials, supplies, equipment, property and completed work and he will be held responsible for any loss or damage by any cause including the elements.

Insurance – The Contractor shall have the required insurance which shall be maintained in force until all work performed on this project is completed. All policies shall hold harmless the Town of East Windsor and the Town, and its agents shall be named additional insured. Each insurance certificate shall contain a statement by the insurance carrier not to cancel the policy except upon thirty – (30) days' notice to the Town.

Schedule of Insurance:

Manufacturers and Contractor's Liability:

Personal Injury Liability	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

Automotive Liability:

Personal Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence

Town's Protective Liability:

Personal Injury Liability	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence

The Contractor shall also carry Worker's Compensation Insurance as required by the State of Connecticut and any other applicable laws and regulations for all employees engaged in work under the Contract.

Damages – The Contractor shall pay and make good repair to all losses or damages arising from any cause connected with the Contract, and shall indemnify and save harmless the Town from any and all liability and responsibility for any loss, damage or injury suffered in any way arising out of the Contract and shall defend any suit which may be brought against the Town or its agents, connected with the work under the Contract and shall pay all costs or arising out of the Contract.

Extension of Time – If conditions beyond the control of the Contractor occur and cause delay, the Contractor may request from the Town Engineer an extension of time, clearly stating the reason for such request. The Engineer may grant such an extension in writing; however, this shall not be deemed to relieve the Contractor from his responsibility under this contract.

Measures to Protect the Public – The Contractor shall provide and maintain warning signs, lights, signal devices and barricades at appropriate locations to warn the public of any damages associated with the project and to prevent access to dangerous areas and shall comply with reasonable requests of the Town Engineer for additional measures to protect the public.

Clean Up – Before the work is considered complete, the Contractor shall thoroughly clean all work areas, and remove all rubbish, debris, unused and surplus material resulting from the project, leaving the premises in a condition satisfactory to the Town Engineer. Any disturbed lawn areas shall be restored to as good or better condition to that existing before the project. If the lawn restoration is done late in the year the Contractor shall be required to complete the work to establish an acceptable lawn in Spring of the following year.

Inspection – All materials and workmanship shall be subject to inspection by the Town Engineer or his representative at any time during storage on-site or construction. The Town has the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected while rejected materials shall be promptly removed from the site.

Changes in Contract Documents, Scope of Work – The Town Engineer reserves the right to make changes to the contract documents or change the scope of work at any time before or during the project.

Commencement, Prosecution and Completion – The Contractor shall start work under this contract within 7 days of the Notice to Proceed date, and he shall prosecute the work faithfully to completion, including final clean-up, within the specified time project.

Payments – For a contract under 60 days' duration, payment shall be made within 30 days of completion of the work. For a contract of 60 days duration or more, partial payments shall be made within 30 days of the receipt of a certified estimate of work performed during the month, approved by the Town Engineer.

Retainage – a 5% retainage shall be held from payments made to the Contractor if there is work remaining such as lawn restoration, which cannot be completed due to the season.

## SPECIAL CONDITIONS

Time for Completion – 60 days starting from a start date mutually acceptable to the Contractor and Town Engineer. It is critical that this project be substantially completed during this construction season.

Permits – Not required.

Work on Private Property, Easements – All work on this project will be done within the Town Right-of-Way or the drainage easement.

Subsurface Information – None available.

## CONSTRUCTION REQUIREMENTS

**General** – It is the Town's intent to secure work which, at a minimum, will meet the requirements of Conn DOT "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 latest edition".

**ITEM 1. EROSION CONTROL** - Under this includes the furnishing, installation, maintenance, and later removal of the following item: silt fence and silt sack. All silt fencing shall be towed into the soil to prevent erosion.

Payment shall be based on the lump sum proposal price.

**ITEM 2. Saw Cutting**– Under this item the contractor shall furnish and perform all work to saw cut the road for the installation of drainpipe general requirements shown on the plans or as directed by the Engineer. Work shall include saw cutting and disposal of bituminous concrete.

Payment shall be at the unit bid price as applied to the measured liner footage.

**ITEM 3. 15" HDPE DRAINPIPE**- Under this item the contractor shall furnish and perform all the work to install the drainpipe to the grade or general requirements shown on the plans or as directed by the engineer. Work shall include trench excavation, pipe, stone, sand bedding and warning tape.

## **Materials**

- 15" HDPE pipe shall conform to the requirements of ASTM F 789, ASTM F679 or ASTM F794
- ¾" Crushed stone bedding shall conform to gradation requirements under Article M.02.01.

- Sand bedding shall conform to gradation requirements under Article M8.01-21.
- Filter Fabric shall be Mirafi 149 or equal.

**Construction Methods:** Drainpipe and flared end shall be installed as shown on the plan and the instructions of the Engineer. Pipe shall be installed following the pipe manufacturer's instructions. The contractor shall be responsible for controlling all surface and ground water entering the trench to ensure that all pipe is laid in dry bedding. All backfill shall be compacted to a minimum of 95% of optimum density. The contractor shall make every effort to prevent any damaging to the installed pipe during backfilling operations. All existing pipe excavated material is to be disposed of offsite.

Measurement shall be by liner foot along the top of pipe starting from the centerline of the structure to the tie in.

Payment shall be at the unit bid price as applied to the measured liner footage.

**ITEM 4. Modified Rip Rap Aprons** – Under this item the contractor shall furnish and perform all work to install modified rip-rap apron to the grade or general requirements shown on the plan or as directed by the Engineer.

#### **Materials**

- Modified Rip-Rap conform to gradation requirements under Article M.02.01.
- Granular fill conform to gradation requirements under Article M.02.01
- Filter Fabric shall be Mirafi 500x or equal.

**Construction Methods:** Modified rip-rap aprons shall be installed as shown on plans and instruction of the Engineer.

Payment shall be based on cubic yard price.

**ITEM 5. Earth Excavation** – Under this item the contractor shall furnish and perform all work to remove any excess material as to the grade or general requirements shown on plans or as directed by the Engineer.

**Construction Methods:** Constructor is to perform all the cuts, fills and grading as shown on plans or as directed by the Engineer. All excavated material not needed is to be disposed of offsite.

Payment shall be based on cubic yard price.

**ITEM 6. PAVING** – Under this item the contractor shall furnish and perform all work too paving all disturbed areas as to the grade or general requirements shown on plans or as directed by the Engineer.

**Construction Methods:** Full depth reconstruction shall install 12" granular fill, 6" processed aggregate base and compact. Install 2" of bituminous concrete pavement binder course then a 2" of bituminous concrete pavement surface course.

#### **Material**

- Granular fill shall conform to requirements of Article M.02.06 grading B.
- Processed aggregate shall conform to requirements of Article M.05.01-1, M.05.01-2 and M05.01-3.
- Bituminous concrete pavement shall conform to requirements of Article M.04

**Construction Methods:** Contractor shall install, 12"granular fill, 6" processed aggregate base and compact. Install 2" of bituminous concrete pavement (class 1) binder course then a 2" of bituminous concrete pavement (class2) surface course.

Payment shall be based on square foot price.

**ITEM 7. Evergreen Tree Planting** – Under this item the contractor shall furnish and perform all work to install (8) 4'-5' Green Giant Arborvitae as to the grade or general requirements shown on plans or as directed by the Engineer.

**Construction Methods:** Contractor shall install (8) 4'-5' Green Giant Arborvitae to the grade or general requirements shown on plans or as directed by the Engineer.

Payment shall be based on unit price.

**ITEM 8. STABILIZATION - RESTORATION** – The Contractor shall install a stabilization blanket in vegetated swale restore all disturbed to as good or better condition. Work shall include clean-up of all constriction items and the restoration of ground cover and it.

**Materials:**

- S-1 stabilization blanket to be installed in accordance of manufacturer specification.
- Topsoil shall conform to the requirements of Section M.13.01-1.
- Lime shall be standard commercial ground dolomitic limestone.
- Fertilizer shall be a commercial grade granular 10-10-10 fertilizer.
- Grass seed for permanent lawn restoration shall be a mixture conforming to the following:

<u>Species</u>	<u>Proportion by Weight</u>	<u>Minimum Purity</u>	<u>Minimum Germination</u>
Kentucky Bluegrass	25%	85%	75%
Creeping Red Fescue	35%	98%	85%
K-31 Tall Fescue	30%	98%	85%
Perennial Ryegrass	5%	98%	90%
Alsike Clover	5%	98%	85%

The seed supplier shall submit a certificate that the seed conforms to the above specification.

**Construction Methods:** Work involved in restoring all affected areas shall include:

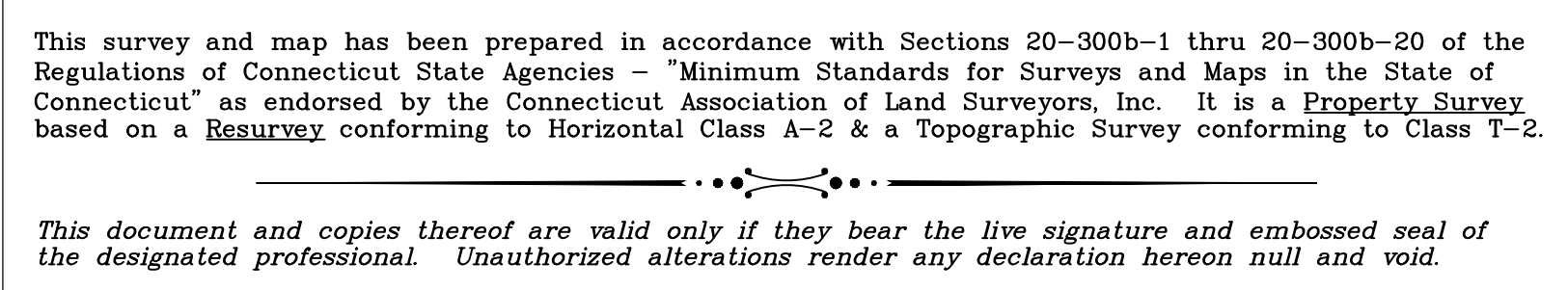
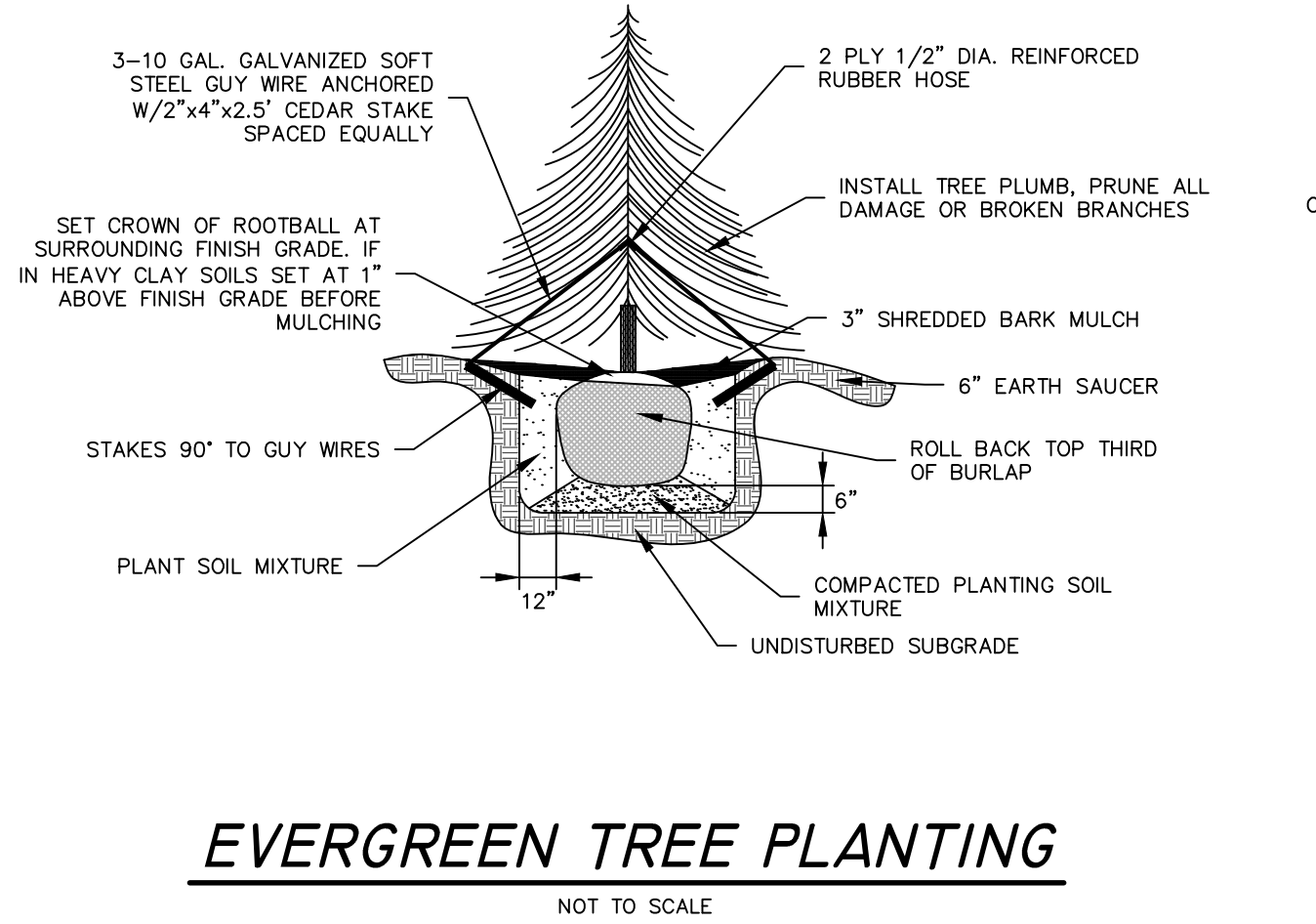
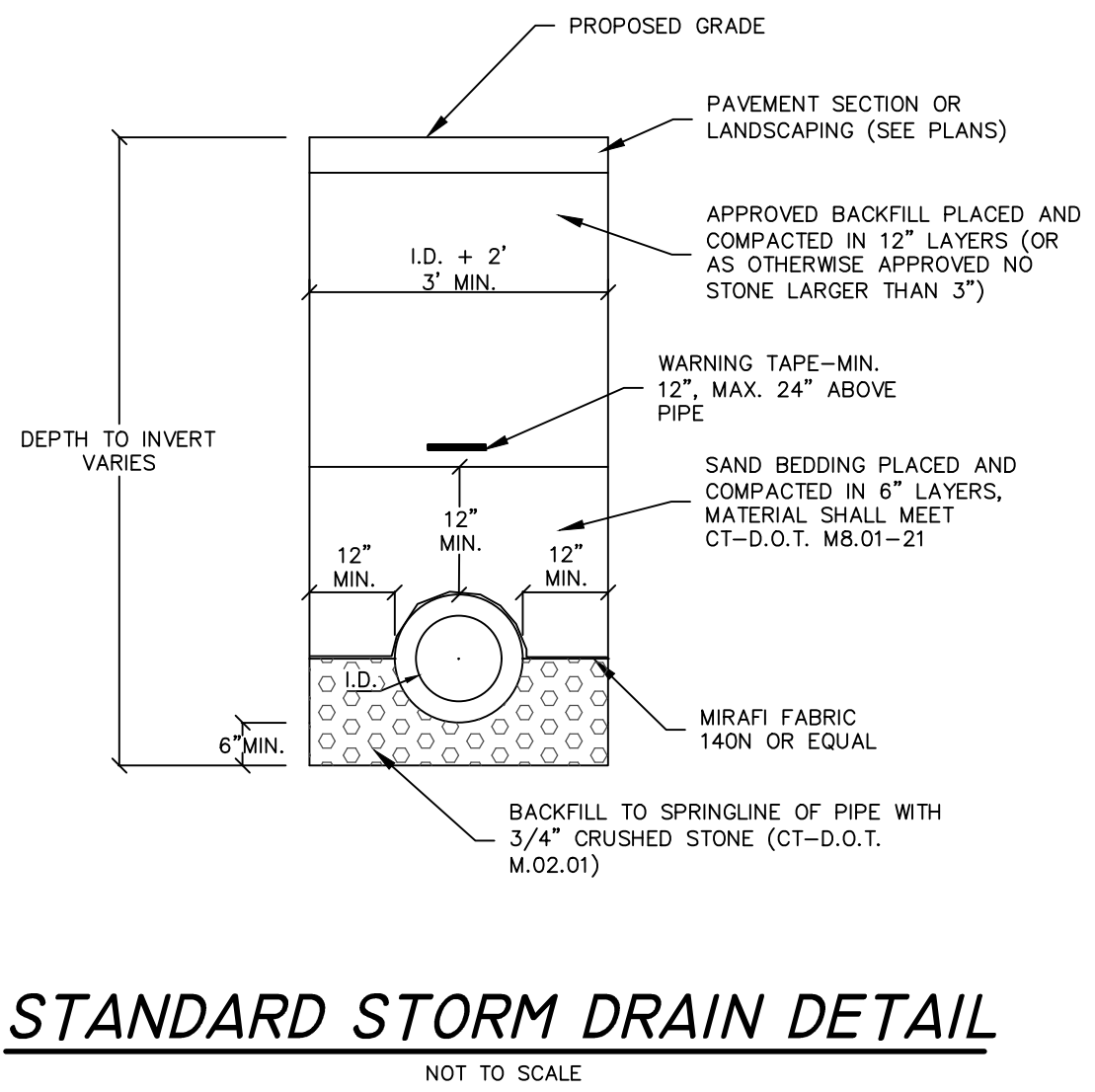
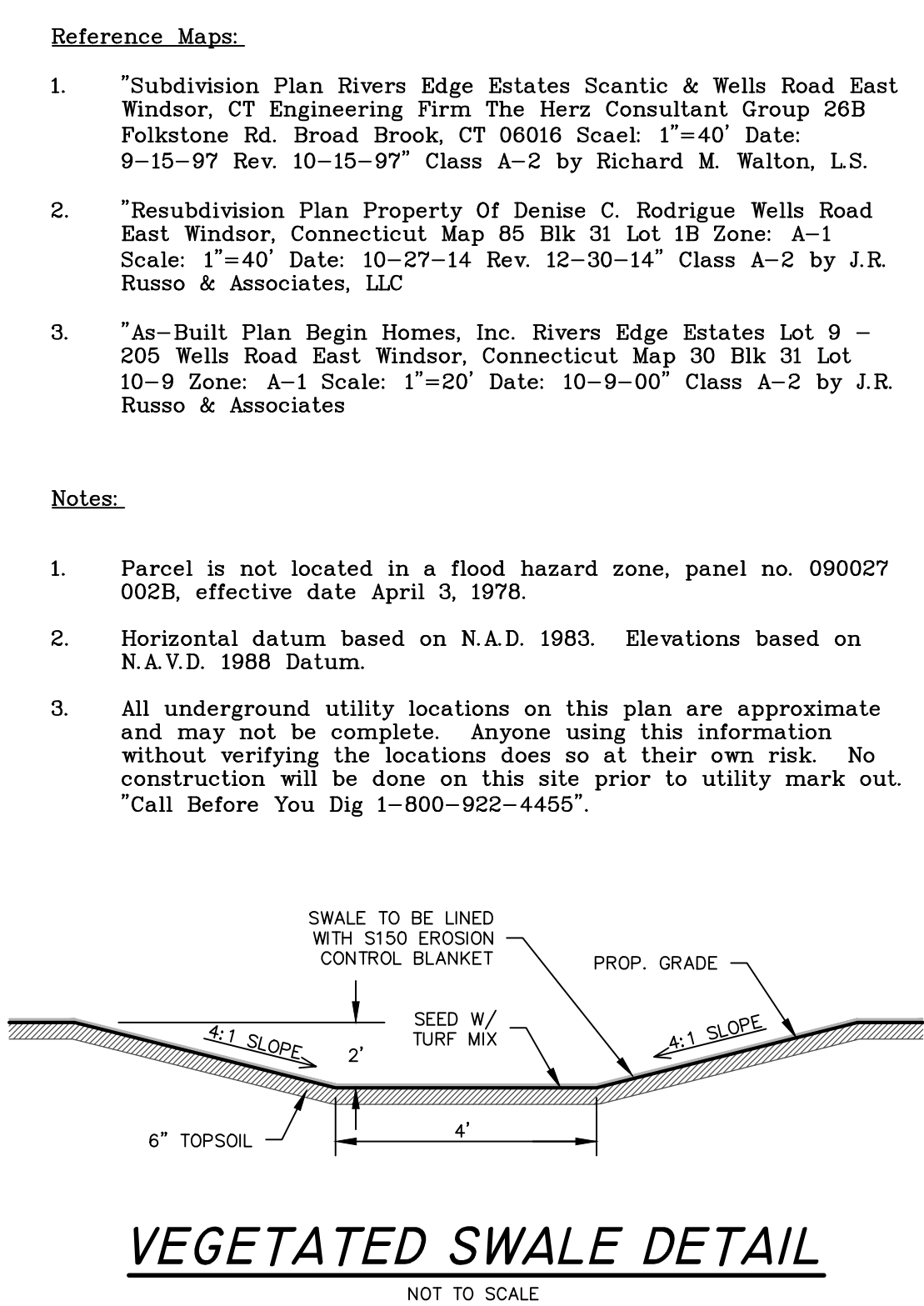
- Installation of North American Green stabilization in vegetated swale to the grade or general requirements shown on plans or as directed by the Engineer.
- Replacement of topsoil removed by excavation to a minimum four (6) inch depth. Stones over 1 inch diameter shall be removed from the surface of the topsoil by raking.
- Removal and disposal of any tree portions, brush and other items cut to perform the work.
- Removal of excess construction materials such as stone, pipe, gravel, etc., along with any grade stakes.
- Fine grading to fill in any ruts, holes and eliminate undesirable drainage conditions such as ponding.
- Liming, fertilizing and seeding areas where the original ground cover was removed. Seasonal dates for seeding shall be May 1<sup>st</sup> to June 15<sup>th</sup> (Spring) and September 1<sup>st</sup> to October 15<sup>th</sup> (Fall). Lime shall be applied at the supplier's recommendation rate with fertilizer spread at the rate of 20 pounds per 1,000 square feet lightly raked to the soil. Seed shall be spread at least 4 days after fertilization at a rate of 5 pounds per 1,000 square feet rated lightly to soil. Seeded areas will be lightly mulched with hay. Watering of seeded areas shall be done immediately with maintenance continued through the first mowing. Bare spots shall be restored and reseeded.
- Resetting signs, mailboxes, and newspaper boxes including temporary installation during the construction period.



- Resetting any public or private monuments, iron pipes or other property line markers damaged or disturbed by work under this contract. This shall be done under the supervision of a Connecticut licensed surveyor.

Payment shall be at the lump sum bid price upon completion of the work satisfactory to the Town Engineer.

**Special Requirements:** Any newly seeded areas shall be hay mulched.



## **Indemnification and Hold Harmless Agreement**

The undersigned \_\_\_\_\_ (Contractor) hereby agrees to indemnify and hold harmless the Town of East Windsor, its agents, servants, employees and contractors from all manner of actions, cause and causes of actions, suits, controversies, damages, judgments, executions, claims and demands whatsoever, including death, in law or in equity, that may arise as a result of excavation and/or construction within the Town right-of-way and roadway, including, but not limited to, claims that might arise out of damage to property owned by residents, utility companies, and the undersigned, as well as, vehicles traveling within the roadway that may be damaged by the construction activities.

This Agreement shall be binding upon the successors and/or assigns of the undersigned, including all future owners of said road.

Contractor

BY: \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DATE: \_\_\_\_\_

## **CONTRACT**

THIS Contract, made this by and between the Town of East Windsor, a municipality located within the County of Hartford in the State of Connecticut, acting through its First Selectman, hereinafter called "TOWN," and hereinafter termed the "CONTRACTOR."

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the TOWN for itself, and the CONTRACTOR for himself and his heirs, executors, administrators, successors and assigns, as follows:

- A. That the Contract Documents consist of this Contract, together with all attachments including but not limited to, the Legal and Procedural Documents, General Conditions, Technical Specifications, Contract Drawings, Exhibits and Addenda issued before execution of the Contract, for the Contract, all of which are included as if fully set forth herein.
- B. That the CONTRACTOR has informed himself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;
- C. That the CONTRACTOR has obtained all the information he needed to enable him to estimate fully and fairly the costs of the Work herein contemplated;
- D. That the CONTRACTOR shall furnish all plant, labor, materials, supplies, tools, equipment, other facilities and things necessary for or incidental to properly construct the following:

### **"195-205 Wells Rd -Drainage Improvement"**

for the TOWN, in accordance with this Contract, and completing everything required of him under this Contract not later than the time stipulated in the Special Instructions to Bidders and the Form of General Bid.

- E. The CONTRACTOR hereby agrees to commence the work under this Contract on the date to be specified in written Notice to Proceed from the TOWN.
- F. The TOWN shall pay and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid, a copy of which is appended to and is made a part of this CONTRACT.

## CONTRACT

- G. That the quantities shown in the Bid are approximate only and are solely for the purpose of facilitating the comparison of Bids, that the TOWN shall not be held responsible if these quantities are not even approximately correct, that for all Work upon which unit prices are quoted the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities as shown in the Bid, and that the unit prices set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

That the CONTRACTOR shall give to the TOWN as liquidated damages, not as a penalty, the sum, if any, as specified in the Special Instruction to Bidders, for each day required by the CONTRACTOR to complete the Work of the Contract beyond the time herein stipulated.

IN WITNESS WHEREOF, the parties to these present have executed this CONTRACT in the year and day first above mentioned.

\_\_\_\_\_  
East Windsor  
(TOWN)

(SEAL)

By: \_\_\_\_\_  
Jason Bowsza

\_\_\_\_\_  
First Selectman  
(TITLE)

\_\_\_\_\_  
(CONTRACTOR)

(SEAL)

By: \_\_\_\_\_  
  
\_\_\_\_\_  
(TITLE)

IMPORTANT: Execute Acknowledgement of Officer or Agent of Contractor who signs this document (use proper form next page).

## CONTRACT

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of \_\_\_\_\_ )  
 ) SS:  
County of \_\_\_\_\_ )

On This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that s/he resides at \_\_\_\_\_ and that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument; that s/he knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the Directors of said Corporation, and that s/he signed his/her name thereto by like order.

(SEAL)

NOTARY PUBLIC

**CONTRACT**

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be, one of the members of the firm of \_\_\_\_\_, described in and who executed the same as and for the act and deed of said firm.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

\* \* \* \* \*

**CONTRACT**

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, and known to me to be, one of the members of the firm of \_\_\_\_\_, described in and who executed the same as and for the act and deed of said firm.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC





