

# TOWN OF EAST WINDSOR ENGINEERING & PUBLIC WORKS

Mailing Address: 11 Rye Street, Broad Brook, CT 06016 Physical Address: 6 Woolam Road, East Windsor, CT 06088

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

#### **RFP Documents – On-Call Excavation Contractor Services**

East Windsor, CT – April 3, 2023

# **East Windsor Request for Proposal**

The Town of East Windsor intends to select several local qualified excavation contractors to provide oncall services when projects cannot be completed by Town forces and equipment. Interested contractors are asked to complete the RFP Form. Pricing shall be held for a three (3) year period, May 1, 2023, to April 30, 2026. Selected contractors shall supply the Town with appropriate Certificates of Insurance and Hold Harmless Agreements. Proposals will be submitted to the First Selectman's Office, ATTN: Jason Bowsza, First Selectman 11 Rye Street, Broad Brook, CT. 06016 no later than Tuesday April 25, 2023, for a public bid opening.

# **INFORMATION FOR BIDDERS**

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

Site Inspection – Each proposer shall satisfy themselves 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. Contractor is responsible to visit the sites as they are identified. All questions shall be submitted by email to <a href="mailto:Lnorton@eastwindsorct.com">Lnorton@eastwindsorct.com</a>

Proposal – Each proposer shall fill in all blank spaces of the PROPOSAL FORM in ink with no changes made to the form. Each bid must be in a sealed envelope addressed to Jason Bowsza, First Selectman, 11 Rye Street, Broad Brook, CT. 06016, clearly marked "On-Call Excavation Contractor Services" by Tuesday April 25, 2023.

Right to Reject Proposals – The town reserves the right to reject any or all proposals if it is 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 Proposals – Acceptance of proposal will be by notice of the Town Engineer.

Performance Bond – May be required, dependent on scope of project.

#### **GENERAL CONDITIONS**

<u>Site Investigation –</u> 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.

<u>Measurements –</u> The Contractor shall be responsible for any measurements.

<u>Lien Releases</u> – The Contractor shall be responsible to provide lien releases for all subcontractor and material prior to receiving payment.

<u>Protection of Material and Work</u> – 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.

<u>Insurance</u> – 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:

Manufacturer's 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.

<u>Damages</u> – 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.

<u>Extension of Time</u> – If conditions beyond 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.

<u>Clean Up</u> – 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.

<u>Inspection</u> – 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.

<u>Changes in Contract Documents, Scope of Work</u> – 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.

<u>Commencement, Prosecution and Completion – The Contractor shall start work under this contract</u> 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.

<u>Payments</u> – For a contract under 60 day's 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.

<u>Retainage</u> – 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 – Timely fashion from notice to proceed.

Permits - Not required

Work on Private Property, Easements – Town to secure as necessary

<u>Subsurface Information</u> – None available.

### **CONSTRUCTION REQUIREMENTS**

<u>General</u> – 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".

# **RFP FORM**

The undersigned declares they have carefully examined the RFP document and location(s) of work for the project and proposes to perform the work at the following unit prices:

ITEM NO.	BRIEF DESCRIPTION OF WORK	UNIT PRICE
1.	Replace Catch Basin Top - each	
2.	Repair Catch Basin 0' to 2' deep - each	
3.	Repair Catch Basin 2' to 4' deep - each	
4.	Repair Catch Basin 4' to 6' deep - each	
5.	Repair Catch Basin over 6' deep – each	
6.	Replace Catch Basin up to 6' deep – each	
7.	Pavement Patch – S. F.	
8.	Replace Concrete Sidewalk - S.F.	
9.	Lawn Restoration – S.F. Including erosion control blanket	
10.	Replace 15" Drainage Pipe, L.F.	
11.	Replace 18" Drainage Pipe, L.F.	
12.	Labor Rate per man Per hour	
13.	Utility Truck Per hour	
14.	Skid Steer Per hour	
15.	Backhoe Per hour	
16.	Excavator 36,000lbs Per hour	
17.	Excavator 44,000lbs Per hour	

18.	Tri-Axle Dump Per hour	
19.	Tractor with Low-Bed Per hour	
20.	Tractor with Dump Trailer Per hour	
21.	3 Ton Roller Per hour	
22.	Dozer Per hour	
23.	3 Yard Loader Per hour	
24.	Trench Box 6x6 Per hour	
25.	Air Compressor with 90lb Jack Hammer Per hour	

It is understood that the unit prices will control any contract awarded based on this proposal.

The above prices include the cost of all work to complete the project whether specifically stated or not. 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 undersigned certifies that he has not colluded with any individual or firm that has a competitive interest in responding to this RFP.

Name of Firm:	 	 	
Mailing Address: _	 	 	 
Phone Number:			
—— Signature of Propo			
Name and Title (ty			