

TOWN OF SIMSBURY

**DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070**

INVITATION FOR BID

FOR

**NOD ROAD DRAINAGE IMPROVEMENTS
SIMSBURY, CT**

The Town of Simsbury is soliciting bids for NOD ROAD DRAINAGE IMPROVEMENTS, SIMSBURY. The scope of work is to include furnishing all labor, materials, equipment necessary for the work as specified.

Sealed proposals will be accepted by Sean Kimball, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., 8/24/2017

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS
NOD ROAD DRAINAGE IMPROVEMENTS
SIMSBURY, CT 06070**

1. Project Overview:

The Town of Simsbury is soliciting bids for installation of approximately 954 linear feet of 12" diameter HDPE, ADS or approved equal, on Nod Road in Simsbury, CT. The project will involve placement of all piping, backfill, warning tape, and restoration of disturbed vegetation, driveways, roadways and other work as required. The project will involve the installation of eight (8) new Type "C" catch basins, restoration of four (4) existing catch basins, curbing, silt fence, and removal/demolition of two concrete headwalls, a metal and concrete cross pipe and a 15" RCP Stub. The eight (8) new catch basins are to be supplied by the BIDDER.

The new HDPE storm drain will run in two parts. The first will run from an existing Type "C" catch basin, CB #1, on Nod Rd. southward to the corner of Ridgebury Rd. to existing catch basin, CB #3. A new catch basin (CB #2) will be installed in between the two. Existing CB #1 is to be removed and replaced with a new Type "C" catch basin. 7.5" Bituminous curbing must be added from CB #1 to CB #3 by the bidder with a 10 foot 7.5" bituminous curbing tail at the end of the two catch basins. The existing 6" metal cross pipe tied into CB #1 and 15" RCP Stub by CB #3 must be removed.

The second part of the new piping will run from an existing Type "C" catch basin CB #4 to CB #11. CB #6 through 11 are new catch basins and should be installed according to the plans found in "APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements". The piping will cross the road at CB #6 to CB #7. Here the BIDDER must remove 2 Headwalls and a concrete cross pipe.

The following repairs must be completed to existing catch basins:

1. Remove and replace CB #1
2. Install new Type "C" top to CB #3
3. Install new Type "C" top to CB #4
4. Install new Type "C" top to CB #5

The new catch basin locations are identified on the road and in the attached "APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements". All installed catch basins specifications should follow the drawing found in APPENDIX 1 of this document.

All catch basins are to be set to the existing grade. Nod Road will be milled to -1.5" and paved from Route 185 to the Avon Town line under a separate contract. Where the new pipe and catch basins are installed. 2" of Class 1 Binder Course is to be placed with all curbing for the project installed on the binder. The two road crossings are to be paved flush with existing grade @3.5" depth (this will be milled off at later date under separate contract.) The final paving work will be completed at a later date. Please refer to "APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements" for a detailed drawing.

All bit restoration is included in the unit pricing. Catch basin tops to be painted. A pavement detail can be found in attached "APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements". The road is to be repaired in accordance to this detail. Maintenance and protection of traffic is included in unit pricing.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the project as specified. Reasonable coordination with residents and the Town will be considered part of the work for this project.

2. Key Event Dates:

Invitation to Bid Issued	8/8/2017
Pre-Bid Conference	NA
Bids Due	8/24/2017
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. Bid Submission Instructions:

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – NOD ROAD DRAINAGE IMPROVEMENTS". If forwarded by mail or courier, the sealed envelope must be addressed to "Sean Kimball, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., 8/24/2017. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

4. Questions:

Any questions about this project should be directed to: Mr. Kevin Clemens Highway Superintendent by fax (860) 408-5416, email at kcclemens@simsbury-ct.gov or by mail Department of Public Works, PO Box 495, Simsbury, CT 06070. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

5. Presumption of Bidder Being Fully Informed:

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. Pre-Bid Conference: NA

7. Interpretation of Acceptable Work:

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

8. Tax Exemptions:

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax exempt forms will be provided to the successful bidder(s) as part of the contract award process.

9. Insurance Requirements:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage

Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$2,000,000
Excess/Umbrella Liability:	\$1,000,000

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury

Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

10. Substitution for Name Brands:

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

11. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

13. Rejection and/or Cancellation of Bids:

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

14. Delivery Arrangements: Not applicable

15. Bid Bond: Not applicable

16. Performance Bond: Not applicable

17. W-9 Form

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. Submittals:

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

19. Agreement Documents:

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if issued

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM
NOD ROAD DRAINAGE IMPROVEMENTS

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury, Owner of the properties.

In submitting this BID, the BIDDER acknowledges that:

1. Each bid price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the bid prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
Company *Phone*

Street *City* *Zip*

Authorized Signature: _____
Signature *Printed Name*

BID FORM
NOD ROAD DRAINAGE IMPROVEMENTS

<i>Description</i>	<i>Estimated Quantities</i>	<i>Unit Measure</i>	<i>Unit Price</i>	<i>Total</i>
<i>Construction Survey and Layout</i>	1	LS		\$ -
<i>Maintenance and protection of traffic</i>	1	LS		\$ -
<i>Silt Fence</i>	570	LF		\$ -
<i>12" HDPE: Including all excavation, pipe bedding, and backfill using suitable native materials, roadbase and bituminous pavement.</i>	954	LF		\$ -
<i>Bituminous curbing: Including bituminous curbing per CDOT 816, backfill with top soil and seed.</i>	409	LF		\$ -
<i>Restore disturbed natural vegetated area - seed and mulch</i>	1	LS		\$ -
<i>CB #1, #2 & #6 - #11 - Supply and install new Type "C" catch basin at identified locations. Tie in new 12" HDPE. Set new catch basin to existing grade.</i>	7	EA		\$ -
<i>CB #3 - #5 - Supply and install new CB Top and Point all open joints on existing Type "C" catch basin.</i>	3	EA		\$ -
<i>Removal/Demolition -Remove and dispose existing catch basin, 6" Metal Cross Pipe tied into existing CB #1 including 3.5" bit pavement</i>	1	LS		\$ -
<i>Removal/Demolition - 15" RCB STUB to tie in new 12" HDPE to CB #3</i>	1	EA		\$ -
<i>Removal/Demolition - Concrete Headwalls and concrete cross pipe adjacent to CB #6 & CB #7</i>	1	EA		\$ -
			TOTAL BID	\$ -

Submitted By: _____

Company

Authorized Signature: _____

Signature

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of
_____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of
_____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____

2. Bidder's Tax Identification Number: _____

3. What year was company organized/formed? _____

4. How many years has the BIDDER been engaged in business under the present firm or trade name? _____

5. What is the general character or type of work you perform? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____

If yes, explain with whom and why: _____

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: ____pages.

9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: _____pages

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

NAME AND ADDRESS
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first
duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the
BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all
pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or
parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,
directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in
connection with the AGREEMENT for which the attached BID has been submitted or to refrain
from bidding in connection with any contract, or has in any manner, directly or indirectly, sought
by agreement, collusion, communication or conference with any other bidder, firm or person to
fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or
cost element of the BID prices or the bid price of any other bidder, or to secure through
collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of
Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who
is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or
labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Name of Bidder)

Subscribed and sworn to before me this
_____ day of _____, 2017

Title

My Commission expires _____, 20__

TOWN OF SIMSBURY

**Acknowledgement Form
and
Charter Section 1103
Code of the Town of Simsbury**

ACKNOWLEDGEMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print)

Date

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this
_____ day of _____, 2017

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

NOD ROAD DRAINAGE IMPROVEMENTS
GENERAL SPECIFICATIONS FOR WORK

A. Scope of Work

The work covered by this section of these specifications consists of furnishing all labor, equipment and material necessary to perform all operations in connection with the installation of a 12 - inch diameter HDPE in Nod Rd. in Simsbury, CT. The project will involve placement of all piping, warning tape, and restoration of disturbed vegetation, driveways, roadways and other work as required.

The new HDPE storm drain will run in two parts. The first will run from an existing Type “C” catch basin, CB #1, on Nod Rd. southward to the corner of Ridgebury Road to catch basin, CB #3. A new catch basin (CB #2) will be installed in between the two. CB #1 is to be removed and replaced with a new Type “C” catch basin. 7.5” Bituminous curbing must be added for this entire area by the bidder with a 10 foot 7.5” bituminous curbing tail at the end of CB #1 and 3. The existing 6” metal cross pipe tied into CB #1 and 15” RCP Stub by CB #3 must be removed prior to the installation of new piping.

The second part of the new piping will run from an existing Type “C” catch basin CB #4 to CB #11. CB #6 through 11 are new catch basins and should be installed according to the plans found in “APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements”. The piping will cross the road at CB #6 to CB #7. Here the BIDDER must remove 2 Headwalls and a concrete cross pipe.

All catch basins are to be set to grade. Nod Road is set to be milled to -1.5” and paved from Route 185 to the Avon Town line under a separate contract. A 2” Binder Course Class 1 is to be place with all curbing for the project installed on top. The paving work will completed at a later date. Please refer to “APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements” for a detailed drawing.

The new installed catch basins should follow the drawing found in APPENDIX 1. All new catch basin locations are identified on the road and in the attached “APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements”. Included in the work is restoration of all roadway crossings, driveways, lawn restoration and any disruption to landscaping/plantings etc. located within the Town Right Of Way (ROW).

All bit restoration is included in the unit pricing. Catch basin tops to be painted. A pavement detail can be found in “APPENDIX 2 – Plan and Profile Nod Rd Drainage Improvements”. The road is to be repaired in accordance to this detail.

B. Materials

1. 12 - inch HDPE pipe, ADS or approved equal
2. Type “C” Catch Basins, CDOT 816

3. Top Soil – Screened suitable for the work and approved by the Director of Public Works, seed and mulch
4. Bituminous Curbing, CDOT 816

C. Equipment

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the director of public works and maintained in a satisfactory working condition at all times.

D. Scheduling Work

The contractor shall assume that all work will be done Monday through Friday between the hours of 7:00 am and 4:00 pm. No work shall be performed on State or Federal holidays.

E. Traffic Control

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, delineators, flag people, lights, or any other warning device as needed or ordered by the chief of police. A traffic control plan shall be submitted for approval before beginning the work. The contractor is responsible for the safety of all operations within the roadway.

F. Measurement and Payment

All work will be paid as either Lump Sum or Unit Price as provided in the bid form for all work including labor and materials complete and in place according to the contract documents and generally acceptable construction practices. No payments will be made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.

1. 12” HDPE: Item includes all excavation, trench shoring, bedding, pipe, backfill with suitable native materials, road base, pavement restoration and other work required for the installation of the pipe. Payment will be made based on the total length of pipe installed in linear feet, measured from the outside face of the catch basin or other structure and include all labor and material costs.
2. Bituminous Curbing: Item includes complete installation of curbing including preparation, bituminous concrete per CDOT 816 specifications, placement including hand work as necessary, backfill, seeding and restoration in areas adjacent to pipe installation and other work required for the complete installation of bituminous curbing as specified on the plans and in the specifications. Payment will be made based on the total length of curbing installed in linear feet, measured from each end of continuous curbing installed and include all labor and material costs.

3. Catch Basin Work: CB#1- #11: Work includes installing a new top, and repointing all masonry joints where indicated, work includes related excavation, backfilling with suitable native materials, road base, and pavement restoration. Payment will be made for all labor and materials for this item on a unit price basis.

END