TOWN OF RIDGEFIELD Director of Facilities

RIDGEFIELD, CONNECTICUT

Branchville TOD Pedestrian Improvement State Project No. 117-161 Federal Project No. PEDS(227)

DETAILED SPECIFICATIONS:

BIDDING REQUIREMENTS CONSTRUCTION SPECIFICATIONS DRAWING PLAN SET



RUDY MARCONI FIRST SELECTMAN

Bid Number 2022-12

LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID DUE DATE:	Thursday, September 1, 2022
BID DUE TIME:	11:00 AM
BID ITEM:	Branchville TOD Pedestrian Improvements State Project No. 117-161 Federal Project No. PEDS(227)
BID NUMBER:	22-12

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

Town of Ridgefield Jacob Muller 400 Main Street Ridgefield, CT 06877 203 - 431 - 2720

The return bid envelope must be marked and addressed to the following:

TOWN OF RIDGEFIELD DIRECTOR OF PURCHASING BID NUMBER: 22-12 400 MAIN STREET RIDGEFIELD, CT. 06877

Bid Documents are available at <u>www.ridgefieldct.org</u> in the Purchasing section under Departments or the State Department of Administrative Services procurement website. https://portal.ct.gov/das/ctsource/portalpage

Results may be viewed at <u>www.ridgefieldct.org</u> in the Purchasing Section under Departments after the bid opening.

Bids must be received no later than the date and time stated above at the Purchasing Director's office. Any questions regarding the specifications may be directed, in writing only, no later than Tuesday, July 26, 2022 at 11:00

AM. Questions should be sent to Jacob Muller, Purchasing Director at purchasing@ridgefieldct.org

A pre-bid walk through will not be held, however, bidders are highly encouraged to visit the project site and familiarize themselves with the project area prior to submission of their bid.

Each bidder will be required to submit to the Office of the Director of Purchasing, their original proposal with a bid bond or cashier's check in the amount of ten percent (10%) of the base bid. Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the bid, the lowest responsible bidder shall be bound by the bid proposal price throughout the contract period.

The minimum rates to be paid for labor on various classifications of the project shall be in accordance with the current schedule of prevailing wages established by the Federal Department of Labor (Davis-Bacon Act) and the Connecticut Department of Labor, Wage and Workplace Standards Division. Refer to the prevailing wage rates included within the specifications.

The bidder agrees that 10% of the final contract value shall be performed by Disadvantaged Enterprise Enterprises (DBE) certified by the Connecticut Department of Transportation as a sub-contractor or owner-operator of construction equipment. The Bidder must indicate with their Bid the DBE firms(s) it intends to utilize to meet the above stated percentage and submit the Pre-Award DBE Commitment Approval Request with the bid forms.

The Town of Ridgefield reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town. The Town of Ridgefield is an affirmative action, equal opportunity employer.

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

- 1. Sealed bids shall be hand delivered to the address listed in the legal notice.
- 2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
- 3. The Board of Selectman of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
- 4. Bids may be held by the Town of Ridgefield for a period not to exceed ninety (90) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
- Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. Unauthorized changes to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.
 Please Note: Certificates of Insurance, if required, MUST name the Town

<u>of Ridgefield</u> as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.

6. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of

Ridgefield Road Construction Standards, or as set forth in these specifications.

- 7. <u>Emergency Work:</u> The Contractor shall file with the Engineer a telephone number of a person authorized by him who may he contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
- 8. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
- 9. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
- 10. <u>Hold Harmless Agreement:</u> In order for the bid to be considered valid, the Contractor <u>must</u> sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
- 11. **Prevailing Wage Rates:** This project **IS** subject to the State of Connecticut's prevailing wage rates. The minimum rates to be paid for labor on various classifications of the project shall be in accordance with the current schedule of prevailing wages established by the Federal Department of Labor (Davis-Bacon Act) and the Connecticut Department of Labor, Wage and Workplace Standards Division. Refer to the prevailing wage rates included within the specifications.
- 12. **DBE and Contract Compliance Requirements:** This project <u>is</u> subject to the State of Connecticut DBE program and contract compliance requirements. The bidder agrees that 10% of the final contract value shall be performed by Disadvantaged Enterprise Enterprises (DBE) certified by the Connecticut Department of Transportation as a sub-contractor or owner-operator of construction equipment. The Bidder must indicate with their Bid the DBE firms(s) it intends to utilize to meet the above stated percentage and submit the Pre-Award DBE Commitment Approval Request with the bid forms.

See Special Provisions for additional information.

TOWN OF RIDGEFIELD BID PROPOSAL FORM

BRANCHVILLE TOD PEDESTRIAN IMPROVEMENT PROJECT – STATE PROJECT NO. 117-161 RIDGEFIELD, CT

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0201001A	CLEARING AND GRUBBING at dollars and cents lump sum	L.S.	1	\$	\$	
0202000	EARTH EXCAVATION at dollars and cents per cubic yard	C.Y.	300	\$	\$	
0202100	ROCK EXCAVATION at	C.Y.	30	\$	\$	
0202501	CUT CONCRETE PAVEMENT at dollars and cents per linear foot	L.F.	1,225	\$	\$	
0202502	REMOVAL OF CONCRETE PAVEMENT at dollars and cents per square yard	S.Y.	700	\$	\$	
0202529	CUT BITUMINOUS CONCRETE PAVEMENT at dollars and cents per linear foot	L.F.	600	\$	\$	
0202533	REMOVAL OF EXISTING CURB at dollars and cents per linear foot	L.F.	425	\$	\$	
0202900A	HERPETOLOGIST at dollars and cents per hour	HR	75	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0203205	STRUCTURE EXCAVATION – EARTH (EXCLUDING HANDLING OF WATER) atdollars and cents per cubic yard	C.Y.	140	\$	\$	
0203305	STRUCTURE EXCAVATION – ROCK (EXCLUDING WATER HANDLING) atdollars and cents per cubic yard	C.Y.	14	\$	\$	
0204001	COFFERDAM AND DEWATERING at dollars and cents per linear foot	L.F.	25	\$	\$	
0204151A	HANDLING WATER at dollars and cents per lump sum	L.S.	1	\$	\$	
0209001	FORMATION OF SUBGRADE at dollars and cents per square yard	S.Y.	550	\$	\$	
0213100	GRANULAR FILL at dollars and cents per cubic yard	C.Y	30	\$	\$	
0216000	PERVIOUS STRUCTURE BACKFILL at dollars and cents per cubic yard	C.Y	35	\$	\$	
0219002	SEDIMENTATION CONTROL HAY BALE SYSTEM atdollars andcents per linear foot	L.F.	350	\$	\$	
0219003	SEDIMENTATION CONTROL FILTER FABRIC FENCE SYSTEM at dollars and cents per linear foot	L.F.	700	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0219011A	CATCH BASIN SEDIMENT FILTER at dollars and cents per each	EA.	6	\$	\$	
0304002	PROCESSED AGGREGATE BASE at dollars and cents per cubic yard	C.Y.	200	\$	\$	
0305000	PROCESSED AGGREGATE at dollars and cents per cubic yard	C.Y.	50	\$	\$	
0406170	HMA S1 at dollars and cents per ton	TON	135	\$	\$	
0406171	HMA S0.5 at dollars and cents per ton	TON	135	\$	\$	
0406236	MATERIAL FOR TACK COAT at dollars and cents per gallon	GAL.	60	\$	\$	
0507022	TYPE "C" CATCH BASIN DOUBLE GRATE – TYPE II at dollars and cents per each	EA.	1	\$	\$	
0507771	RESET CATCH BASIN at dollars and cents per each	EA.	1	\$	\$	
0507781	RESET MANHOLE at dollars and cents per each	EA.	1	\$	\$	
0507899	CONVERT CATCH BASIN TO OFFSET CATCH BASIN at dollars and cents per each	EA.	1	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0586790.10	REMOVE DRAINAGE STRUCTURE – 0' – 10' DEEP atdollars and cents per each	EA.	2	\$	\$	
0601062	FOOTING CONCRETE at dollars and cents per cubic yard	C.Y.	10	\$	\$	
0601064	ABUTMENT AND WALL CONCRETE at dollars and cents per cubic yard	C.Y.	15	\$	\$	
0602030	DEFORMED STEEL BARS - GALVANIZED at dollars and cents per pound	LB.	1,500	\$	\$	
06029637	DRILLING AND GROUTING ANCHOR BOLTS at dollars and cents per linear foot	L.F.	10	\$	\$	
0604301A	PEDESTRIAN BRIDGE SUPERSTRUCTURE (SITE NO. 1) atdollars and cents per lump sum	L.S.	1	\$	\$	
0653001	CLEAN EXISTING CATCH BASIN at dollars and cents per each	EA.	1	\$	\$	
0708001	DAMPPROOFING atdollars and cents per square yard	S.Y.	25	\$	\$	
0716000	TEMPORARY EARTH RETAINING SYSTEM atdollars andcents per square foot	S.F.	980	\$	\$	
0728014	³ / ₄ " CRUSHED STONE at dollars and cents per cubic yard	C.Y.	5	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0755014	GEOTEXTILE (SEPARATION-HIGH SURVIVABILITY) atdollars and cents per square yard	S.Y.	225	\$	\$	
0703010	STANDARD RIPRAP atdollars and cents per cubic yard	C.Y.	155	\$	\$	
0703011	INTERMEDIATE RIPRAP atdollars andcents per cubic yard	C.Y.	10	\$	\$	
0755013	GEOTEXTILE (EROSION CONTROL CLASS A) at dollars and cents per square yard	S.Y.	150	\$	\$	
0811001	CONCRETE CURB atdollars and cents per linear foot	L.F.	575	\$	\$	
0815001	BITUMINOUS CONCRETE LIP CURBING at dollars and cents per linear foot	L.F.	1,400	\$	\$	
0822001	TEMPORARY PRECAST CONCRETE BARRIER CURB at dollars and cents per linear foot	L.F.	180	\$	\$	
0910023	R-B TERMINAL SECTION at dollars and cents per each	EA.	2	\$	\$	
0910027	THRIE BEAM TRANSITION at dollars and cents per linear foot	L.F.	14	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0910029	THRIE BEAM BRIDGE RAIL at dollars and cents per linear foot	L.F.	45	\$	\$	
0910090	STEEL-BACKED TIMBER GUIDERAIL – TYPE A atdollars and cents per linear foot	L.F.	470	\$	\$	
0910091	STEEL BACKED TIMBER GUIDERAIL – TERMINAL SECTION atdollars and cents per each	EA.	2	\$	\$	
0912512	REMOVE AND RESET METAL BEAM RAIL at dollars and cents per linear foot	L.F.	35	\$	\$	
0913950A	PROTECTIVE FENCE – CHAIN LINK (BRIDGE) atdollars and cents per linear foot	L.F.	40	\$	\$	
0921001A	CONCRETE SIDEWALK atdollars andcents per square foot	S.F.	7,615	\$	\$	
0921002A	CONCRETE SIDEWALK - 8" THICK at dollars and cents per square foot	S.F.	1,230	\$	\$	
0921005A	CONCRETE SIDEWALK RAMP atdollars and cents per square foot	S.F.	770	\$	\$	
0921039	DETECTABLE WARNING STRIP at dollars and cents per each	EA.	12	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0922001	BITUMINOUS CONCRETE SIDEWALK atdollars and cents per square yard	S.Y.	50	\$	\$	
0922500	BITUMINOUS CONCRETE DRIVEWAY (COMMERCIAL) at dollars and cents per square yard	S.Y.	380	\$	\$	
0944003	FURNISHING AND PLACING TOPSOIL at dollars and cents per square yard	S.Y.	775	\$	\$	
0945005A	WILDFLOWER ESTABLISHMENT at dollars and cents per pound	LB.	5	\$	\$	
0949035	SPIREA ALBA, MEADOWSWEET, 18" - 24" HT. B.B. atdollars and cents per each	EA.	5	\$	\$	
0949086	CLETHRA ALNIFOLIA SUMMERSWEET 2'- 3' HT. B.B. atdollars and cents per each	EA.	4	\$	\$	
0949089	COMPTONIA PEREGRINA SWEETFERN 18"- 24" HT. B.B. atdollars and cents per each	EA.	21	\$	\$	
0949099	CORNUS AMOMUM, SILKY DOGWOOD 18"- 24" HT. CONTAINER at dollars and cents per each	EA.	4	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0949131	SYRINGA RETICULATA, "IVORY SILK" JAPANESE TREE LILAC (2"-2.5" CAL. B.B.) at dollars and cents per each	EA.	12	\$	\$	
0949181	PRUNUS PUMILA VAR. DEPRESSA, SAND CHERRY 18" - 24" HT B.B. atdollars and cents per each	EA.	21	\$	\$	
0949228	ILEX VERTICILLATA COMMON WINTERBERRY 3'-4' HT. B.B. at dollars and cents per each	EA.	5	\$	\$	
0949314	SALIX DISCOLOR PUSSY WILLOW 18" - 24" HT. B.B. atdollars and cents per each	EA.	5	\$	\$	
0949359	PRUNIS SARGENTI, SARGENT CHERRY 2.5" - 3" CAL. B.B. atdollars andcents per each	EA.	4	\$	\$	
0949712	AMELANCHIER CANADENSIS SHADBLOW SERVICEBERRY 8'-10' HT. B.B. atdollars and cents per each	EA.	6	\$	\$	
0949917	SAMBUCUS CANADENSIS, COMMON ELDERBERRY, 24" - 36" HT. B.B. at dollars and cents per each	EA.	5	\$	\$	
0949959	PLATANUS OCCIDENTALIS AMERICAN PLANETREE 2 1/2"-3" CAL. B.B. at dollars and cents per each	EA.	3	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0949977	QUERCUS PALUSTRIS PIN OAK 1 3/4"- 2" CAL. B.B. at	EA.	3	\$	\$	
0950019A	TURF ESTABLISHMENT-LAWN atdollars andcents per square yard	S.Y.	275	\$	\$	
0950040A	CONSERVATION SEEDING FOR SLOPES atdollars and cents per square yard	S.Y.	150	\$	\$	
0952001A	SELECTIVE CLEARING AND THINNING at dollars and cents lump sum	LS.	1	\$	\$	
0969060A	CONSTRUCTION FIELD OFFICE, SMALL at dollars and cents per month	MONTH	9	\$	\$	
0970006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER at dollars and cents per est.	EST.	1	\$120,000.00	\$120,000.00	
0970007	TRAFFICPERSON (UNIFORMED FLAGGER) at	HR.	500	\$	\$	
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC atdollars and cents per lump sum	L.S.	1	\$	\$	
0975004	MOBILIZATION AND PROJECT CLOSEOUT at dollars and cents per lump sum	L.S.	1	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
0976002	BARRICADE WARNING LIGHTS- HIGH INTENSITY at dollars and cents per day	DAY	1,000	\$	\$	
0977001	TRAFFIC CONE atdollars and cents per each	EA.	50	\$	\$	
0978002	TRAFFIC DRUM atdollars andcents per each	EA.	125	\$	\$	
0979004A	CONSTRUCTION BARRICADE DETECTABLE at dollars and cents per each	EA.	4	\$	\$	
0980020	CONSTRUCTION SURVEYING at dollars and cents per lump sum	L.S.	1	\$	\$	
0992093A	REMOVE AND RESET BRICK PAVERS at dollars and cents per square foot	S.F.	200	\$	\$	
1001001	TRENCHING AND BACKFILLING atdollars andcents per linear foot	L.F.	570	\$	\$	
1001004	ROCK IN TRENCH (0'-4' DEEP) at	C.Y.	10	\$	\$	
1002015	ROCK IN FOUNDATION EXCAVATION atdollars andcents per vertical foot	V.F.	10	\$	\$	
1002203	TRAFFIC CONTROL FOUNDATION- PEDESTAL TYPE 1 at dollars and cents per each	EA.	7	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
1002291A	MODIFICATION OF TRAFFIC CONTROL FOUNDATION at dollars and cents per each	EA.	1	\$	\$	
1003680A	ORNAMENTAL LIGHTING SYSTEM at dollars and cents per lump sum	L.S.	1	\$	\$	
1008115	2" RIGID METAL CONDUIT- IN TRENCH at dollars and cents per linear foot	L.F	280	\$	\$	
1008215	2" RIGID METAL CONDUIT- UNDER ROADWAY atdollars and cents per linear foot	L.F	290	\$	\$	
1008908A	CLEAN EXISTING CONDUIT at dollars and cents per linear foot	L.F	40	\$	\$	
1010001	CONCRETE HANDHOLE at dollars and cents per each	EA.	4	\$	\$	
1010052	CAST IRON HANDHOLE COVER at dollars and cents per each	EA.	3	\$	\$	
1010060A	CLEAN EXISTING CONCRETE HANDHOLE at dollars and cents per each	EA.	1	\$	\$	
1010905A	RESET CONCRETE HANDHOLE at	EA.	1	\$	\$	
1102002	8' ALUMINUM PEDESTAL at dollars and cents per each	EA.	7	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
1106001A	1 WAY PEDESTRIAN SIGNAL POLE MOUNTED at dollars and cents per each	EA.	1	\$	\$	
1106003A	1 WAY PEDESTRIAN SIGNAL PEDESTAL MOUNTED at dollars and cents per each	EA.	7	\$	\$	
1107011A	ACCESSIBLE PEDESTRIAN SIGNAL AND DETECTOR (TYPE A) at dollars and cents per each	EA.	8	\$	\$	
1108117A	FULL ACTUATED CONTROLLER 16 PHASE atdollars and cents per each	EA.	1	\$	\$	
1111201A	TEMPORARY DETECTION (SITE NO. 1) at	L.S.	1	\$	\$	
1112284A	VEHICLE DETECTION MONITOR atdollars and cents per each	EA.	1	\$	\$	
1112285A	THERMAL VIDEO DETECTOR ASSEMBLY at dollars and cents per each	EA.	2	\$	\$	
1112286A	360-DEGREE CAMERA ASSEMBLY at dollars and cents per each	EA.	1	\$	\$	
1112287A	360-DEGREE VIDEO DETECTION PROCESSOR atdollars andcents per each	EA.	1	\$	\$	
1113103	7 CONDUCTOR NO. 14 CABLE at dollars and cents per linear foot	L.F.	1,350	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
1113725A	23 AWG 4 TWISTED PAIR CATEGORY 6 CABLE at dollars and cents per linear foot	L.F.	100	\$	\$	
1113901A	CAMERA CABLE atdollars and cents per linear foot	L.F.	750	\$	\$	
1118012A	REMOVAL AND/OR RELOCATION OF TRAFFIC SIGNAL EQUIPMENT at	L.S.	1	\$	\$	
1118051A	TEMPORARY SIGNALIZATION (SITE NO. 1) at	L.S.	1	\$	\$	
1206023A	REMOVAL AND RELOCATION OF EXISTING SIGNS at	L.S.	1	\$	\$	
1208931A	SIGN FACE - SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING) at dollars and cents per square foot	S.F.	300	\$	\$	
1208932A	SIGN FACE - SHEET ALUMINUM (TYPE IV RETROREFLECTIVE SHEETING) atdollars and cents per square foot	S.F.	10	\$	\$	
1209114	HOT APPLIED PAINTED PAVEMENT MARKINGS 4" YELLOW at dollars and cents per linear foot	L.F.	1,300	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.	UNIT PRICE	AMOUNT	SUB
1209124	HOT APPLIED PAINTED PAVEMENT MARKINGS 4" WHITE at dollars and cents per linear foot	L.F.	1,350	\$	\$	
1209131	HOT APPLIED PAINTED LEGEND, ARROWS AND MARKINGS atdollars and cents per square foot	S.F.	100	\$	\$	
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS at dollars and cents per linear foot	L.F.	3,420	\$	\$	
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS at dollars and cents per linear foot	L.F.	2,765	\$	\$	
1210105	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS at dollars and cents per square foot	S.F.	885	\$	\$	
1211001	REMOVAL OF PAVEMENT MARKINGS atdollars and cents per square foot	S.F.	300	\$	\$	
1220027	CONSTRUCTION SIGNS atdollars and cents per square foot	S.F.	300	\$	\$	
1802210.04	TEMPORARY SAND BARREL (400 LB) at dollars and cents per each	EA.	2	\$	\$	

ITEM NO.	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT	EST. QTY.		AMOUNT	SUB
1802210.07	TEMPORARY SAND BARREL (700 LB) at dollars and cents per each	EA.	6	\$	\$	
1802210.14	TEMPORARY SAND BARREL (1400 LB) at dollars and cents per each	EA.	8	\$	\$	
1802210.21	TEMPORARY SAND BARREL (2100 LB) at dollars and cents per each	EA.	4	\$	\$	
	The total amount of this Base Proposal atdollars andcents	Add up all values in the "Amount" column and insert the total here and as your Base Proposal		Total Proposal:	\$	

"Unit price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "unit price" and "extended price", the unit price will govern. Under penalty of perjury and other remedies available to the Town of Ridgefield, the undersigned certifies this proposal is submitted without collusion, and all responses are true and accurate. If awarded this proposal it is agreed this forms a contractual obligation to provide services at the fees specified in this Proposal Form, subject to and in accordance with all instructions, proposal and contract documents, including any addenda, which are all made part of this proposal.

The undersigned also acknowledges receipt of Addenda _____ through _____ posted at http://www.ci.guilford.ct.us/departments/purchasing-department/ and has included their provisions in this proposal.

Signature of Authorized Person		Date
Printed Name of Authorized Person		
Printed Name of Authorized Person		
Company Title of Authorized Person		
Name of Company		
Address of Company		
City, State, and Zip Code		
Telephone Number	Facsimile Number	

END OF PROPOSAL FORM

- <u>Time of Completion:</u> All work must be completed within <u>208 Calendar</u> <u>Days</u> from receipt of the notice to proceed. Please refer to the Special Provisions for work restrictions.
- 14. **Bonds:** A Payment and Performance bonds are required.
- 15. **Bid Bond:** A Bid Bond is required. Each bidder will be required to submit with their proposal a bid bond or cashier's check in the amount of 10% of the base bid. Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

16. Pre-Bid Meeting: TBD

- 17. **Project Locations:** The project is located at Ridgefield Town Hall, 400 Main Street, Ridgefield, Connecticut.
- 18. <u>**Bid Submissions:**</u> The following items shall be submitted for a bid to be considered complete:
 - (a) Executed proposal sheets
 - (b) Executed Hold Harmless Agreement
 - (c) Certificates of Insurance in conformance to Item 5 above
 - (d) Executed Anti-Fracking Waste Ordinance Acknowledgement Form
 - (e) Contractor's List of Subcontractor's (if none, state none)
 - (f) Contractor's Qualification Statement

SPECIMEN CONTRACT

This Agreement made as	of the	day of	
the year t	y and betweer	n the Town of Rid	dgefield, 400 Main
Street, Ridgefield, Conne	cticut, (herein a	after called the C	wner), and
			, doing business at
		,,	(herein after called the

Contractor).

Witnesseth that the Owner and the Contractor in consideration of the mutual covenants herein after set forth, agree as follows:

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

SPN 117-161 – Branchville TOD Pedestrian Improvements

The work to be done consists of the furnishing of all labor, materials, tools, and equipment necessary to construct the project as shown on the plans and as described in the specifications prepared by Tighe & Bond, Inc.

Article 2. Project Manager:

Jacob Muller, Facilities Director will act as the Project Manager in connection with completion of the Project in accordance with the Contract Documents.

Article 3. <u>Contract Time</u>:

The work shall be completed within **two hundred eight (208) calendar days** after the date which the Contractor is to start the work as provided in the Contract Documents.

Article 4. Liquidated Damages:

The OWNER and CONTRACTOR recognize that time is of the essence with this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the General Conditions of the contract. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. If the CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER One Thousand Two Hundred dollars (\$1,200.00) for each calendar day that expires after the time specified in Paragraph 3.1 above for completion and readiness for final payment until the Work is completed and ready for final payment.

Article 5. <u>Contract Price</u>:

The Owner will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents subject to adjustment by modifications as provided therein in current funds as follows:

Article 6. Progress and Final Payments:

The Owner will make progress payments on account of the Contract Price as provided in the General Conditions. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Engineer.

Article 7. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

- A. This agreement
- B. Exhibits to this Agreement
- C. Contractor's Bid and Bid Bonds
- D. Specifications
- E. Drawings as referenced by the Specifications or attached hereto
- F. Addenda numbers:
- G. Any modifications, including change orders, duly delivered after execution of this agreement.

Article 8. <u>Miscellaneous:</u>

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed in the presence of:

Town of Ridgefield

Ву_____

Date_____

Contractor

Ву_____

Date_____

GENERAL CONDITIONS

1. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2. DEFINITIONS:

<u>OWNER:</u>	The word "Owner" when it appears in the Contract Documents shall mean The Town of Ridgefield, Connecticut.
ENGINEER:	The word "Engineer" when it appears in the contract Documents shall mean: Jacob Muller, Director of Facilities, or his specifically designated Agent.
CONTRACTOR:	The word "Contractor" when it appears in the Contract Documents shall mean the party to whom the Contract has been awarded.

3. MATERIALS, APPLIANCES AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, it so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

5. CHANGES IN THE WORK:

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency, endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with

vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

6. CLAIMS FOR EXTRA COST:

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

7. SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

8. THE OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9. PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

10. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the engineer, if he so requires and shall be subject to his approval for adequacy of protection.

11. INDEMNITY:

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

12. DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

14. ENGINEER'S STATUS:

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

15. <u>METHOD OF PAYMENT</u>:

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against his review of the work which has been done and submit it to the Owner, a written statement as to the validity of the requisition. The Owner shall then pay to the Contractor one hundred percent (100%) of the amount stated in the Engineer's report. No payment shall be made until the Contractor has satisfied all prevailing wage reporting requirements if prevailing wages are a part of this contract.

16. FINAL PAYMENT:

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the Proposal. The Owner shall within sixty (60) days pay to the Contractor this sum except that he may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

Prior to the issuance of the final payment, the Contractor shall submit to the Engineer the attached Project Closeout Documents fully executed and notarized.

17. ORDER OF THE WORK:

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

18. (<u>OMITTED)</u>

19. <u>PROTECTION TO PUBLIC</u>:

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. He shall not close off traffic without specific permission of the Engineer and shall provide municipal police or flagmen if such becomes necessary, in the opinion of the Engineer and as specified in the Special Provisions. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

20. <u>GUARANTEE:</u>

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

21. RATE OF PROGRESS AND TIME OF COMPLETION:

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within *two hundred eight (208) consecutive calendar days* after receipt of the Notice to Proceed.

22. EXTENSION OF TIME:

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection of war, or by the abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or de default it of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer in writing, and thereupon, and otherwise, the Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall he final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

23. <u>SALES TAX</u>:

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

24. Termination of the Contract:

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner,

terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. It the unpaid balance of the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

FRACKING WASTE ORDANINCE NOTICE

On January 9, 2019, The Town of Ridgefield approved and adopted an Ordinance prohibiting the storage, disposal or use of fracking waste on Town of Ridgefield land and/or projects. The complete Ordinance can be viewed at the Town Clerk's Office located at 400 Main Street, Ridgefield, CT or on the town website at the following link;

https://ecode360.com/RI2176/laws/LF1067113.pdf#search=fracking

Bidders shall follow this Ordinance in preparation and submission of their bid.

- 1.) No materials containing natural gas or oil waste shall be utilized in providing and retaining services to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 2.) No materials containing natural gas or oil waste shall be utilized in the purchase or acquisition of materials to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 3.) We _______hereby submit a bid for materials, equipment and/or labor for the Town of Ridgefield. The bid is for bid documents titled _______. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Ridgefield as a result of the submittal of this bid if selected.

4.) The successful bidder shall submit certificates of origin for project materials, fill and other.

Signed and sealed in the presence of:

Contractor

Ву_____

Date_____

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

Signed:

day on the_____ day of_____

Signed, Seated and Delivered in the Presence of:

Notary Public

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client:				
Approximate Value:	Date: Started	Completed		
Contact: Name		Telephone		
2. Client:				
Project Address:				
Approximate Value:	Date: Started	Completed		
Contact: Name		Telephone		
3. Client:				
Project Address:				
Approximate Value:	Date: Started	Completed		
Contact: Name		Telephone		
4. Client:				
Approximate Value:	Date: Started	Completed		
Contact: Name		Telephone		
Company:	Bid Ti	itle:		
Street:	Bid N	<i>.:</i>		
City, State:	Telephone No.:			

CONTRACTOR'S QUALIFICATION STATEMENT