



Department of Public Works

Invitation to Bid

Road reconstruction of Jefferson Hill Road South

Litchfield CT

The Town of Litchfield is accepting sealed bids for road reconstruction of Jefferson Hill Road South, Litchfield, CT. All bids must be submitted on forms and in accordance with specifications supplied by the Litchfield Public Works Department. Sealed bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT 06759 until 1:00 p.m. on December 15, 2016 opened and read publicly at that time. There is a non-refundable \$20 fee for this bid unless the documentation is downloaded directly from the Town website www.townoflitchfield.org.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a contractor to complete the road reconstruction on Jefferson Hill Road South, Litchfield CT. The contractor shall have adequate licenses, insurance, equipment, and certifications to ensure completion within the four (4) weeks allotted time frame weather permitting, between April 15, 2017 through May 15, 2017. The contractor will complete all necessary work in accordance with the engineering plans. The contractor is responsible for notifying Call Before You Dig (CBYD). The contractor is responsible to obtain necessary permits. The Litchfield Inlands Wetlands Permit has already been obtained by the Town of Litchfield for this project. The Town has also obtained easements for this work from the private property owners. The contractor is responsible for staying within the limits of the easements while performing the work unless authorized by the Town of Litchfield or the property owners. Access to private land owner's properties will be obtained by the Town of Litchfield.

All bidders shall observe the following instructions and specifications.

2. General Provisions

Place of Opening: Office of the First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: Thursday, December 15, 2016 at 1:00 p.m.

Bid Return Envelope: Please return an envelope with the bid and clearly mark your envelope with the bid title "Reconstruction of Jefferson Hill Road South Bid" and opening date to prevent a sealed bid from being opened prior to the bid opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms shall be submitted:

- Bid Schedule
- Proof of Insurance & Hold Harmless and Supplemental Agreement
- Certificate of Insurance
- Non-Collusion Form
- Non-Discrimination Form
- List of Completed Projects and References

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works by facsimile, e-mail, to be received no later than Thursday, December 8, 2016 at 3:30 pm.

Contact information is as follows:

Raz Alexe, Director of Public Works & Town Engineer
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 567-7578 fax
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

Town shall give notice of Acceptance of bid to the successful Bidder by mail to Bidder's address stated in bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification to the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids, for reason the Town deems advisable, and to award Contract or Contracts to any of Contractors bidding on work, regardless of amount of bid.

7. Bid Security

Each bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by a Bid Security in the amount of five percent (5%) of the total bid.

8. Performance; Labor and Material Bond

The successful bidder must furnish a one hundred percent (100%) Performance Bond with a surety company acceptable to the owner.

9. Scope of Work Change

The Town reserves the right to change the scope of the program before or after the bid is awarded, without penalty to the owner. All changes in scope will be issued in writing by the Director of Public Works or his designee.

10. Price, Discounts, and Payment

Prices in bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

11. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works or his designee.

12. Liquidated Damages

The Contractor shall pay to the Town the sum of **Two Hundred Dollars (\$200)** per calendar day for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for completion as set forth in the Invitation to Bid. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the Town shall suffer due to such default. The Town shall have the right to deduct the amount of any such damages from the monies due the Contractor under this contract.

13. Assignment of Contract

Contract shall not sublet, sell, transfer, assign or otherwise dispose of Contract or any portion thereon or of their right, title or interest therein of their obligations thereunder, without written consent of the Town.

14. Acceptance of Subcontractor

Submission of the name of a Subcontractor in the proposal shall be deemed to constitute an acceptance by the Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

15. Basis of Payment

Payment for this work shall be a unit price for work completed and accepted except as noted herein and shall include all equipment, materials, labor and tools incidental to the completion of this work.

16. Payments for Extra Work

Written notice of claims for payment for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from owner as approved by the Director of Public Works or his designee to proceed with extra work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized estimate sheet showing all labor and material shall be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

- Unit prices or combination of unit prices which form basis of original contract.
- A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works or his designee.
- Actual costs plus ten percent (10%) for overhead and profit.

17. Payment Requests, Retainage & Guarantee Period

Contractor must submit a payment request for payment once each month for work done and materials delivered and installed on the site. Each request for payment must be computed from work completed, less ten percent (10%) to be retained until expiration of the guarantee period, which is one (1) year from written acceptance of work.

18. Insurance

The Contractor will carry the following insurance coverage's with an insurance company licensed in the State of Connecticut and approved by the Town of Litchfield. The insurance company must have at least an A-rating by A.M. Best Company. All policies will provide a 30-day notice of cancellation as well as a 10-day notice of any material change in the policies to the Office of the First Selectman for the Town of Litchfield.

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

| | |
|---------------------------|-----------------------|
| Bodily injury by accident | \$ 100,000 per person |
| Bodily injury by disease | \$ 100,000 per person |
| Bodily injury | \$ 500,000 aggregate |

Comprehensive Commercial Liability

| | |
|---------------------------------|------------------------|
| Bodily injury; General Limit | \$ 1,000,000 aggregate |
| Products/Completed Operations | \$ 1,000,000 aggregate |
| Personal and Advertising Injury | \$ 1,000,000 aggregate |
| Each Occurrence | \$ 1,000,000 aggregate |
| Fire Damage Limit | \$ 1,000,000 aggregate |
| Medical Expenses | \$ 100,000 per person |

Coverages:

Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent
Broad Form property Damage Liability

Automobile Liability

| | |
|-----------------|------------------------|
| Bodily Injury | \$1,000,000 per person |
| Aggregate | \$1,000,000 per person |
| Property Damage | \$1,000,000 per person |

Coverages:

All owned/non-owned/hired/borrowed
Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

19. Environmental, Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor's employees must have all required Occupational Health and Safety Administration, Environmental Protection Agency, Connecticut Department of Environmental Protection and Connecticut Department of Health training and certifications. **Copies of all applicable training records shall be submitted as part of or in addition to a Health and Safety Plan to the Director of Public Works prior to commencing the project.**

20. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project except as noted previously where the Town has already obtained a permit. **Copies of all permits will be submitted to the Director of Public Works prior to commencing work.** In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

21. Hold Harmless/Supplemental Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

22. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

24. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning April 5, 2017 through May 5, 2017 weather permitting. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond May 5, 2017 if deemed to be in the best interest of the Town.

Bid Schedule

Road Reconstruction of Jefferson Hill Road South

Town of Litchfield

Lump Sum Bid \$ _____

_____ U. S. Dollars

Construction Start Date _____

** If a discrepancy the written word will prevail.

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Bidder _____

By _____

(Signature)

(Title)

Name – Typed _____

Date _____

Address _____

Phone _____

Fax _____

Email _____



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the _____ of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20____

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of named individual)



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Authorized Signatory

Date

Printed Name



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Individual:

I, _____, of _____,
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Signatory

Date

Printed Name

ROAD RECONSTRUCTION PLANS

PREPARED FOR

TOWN OF LITCHFIELD

JEFFERSON HILL ROAD SOUTH
LITCHFIELD, CONNECTICUT

OCTOBER 19, 2016

MAP INDEX

| SHEET | DESCRIPTION |
|-------|-----------------------------------|
| S1-S2 | PROPOSED RECONSTRUCTION PLAN |
| E1 | EROSION SEDIMENTATION CONTROL MAP |
| D1 | DETAILS AND NOTES |

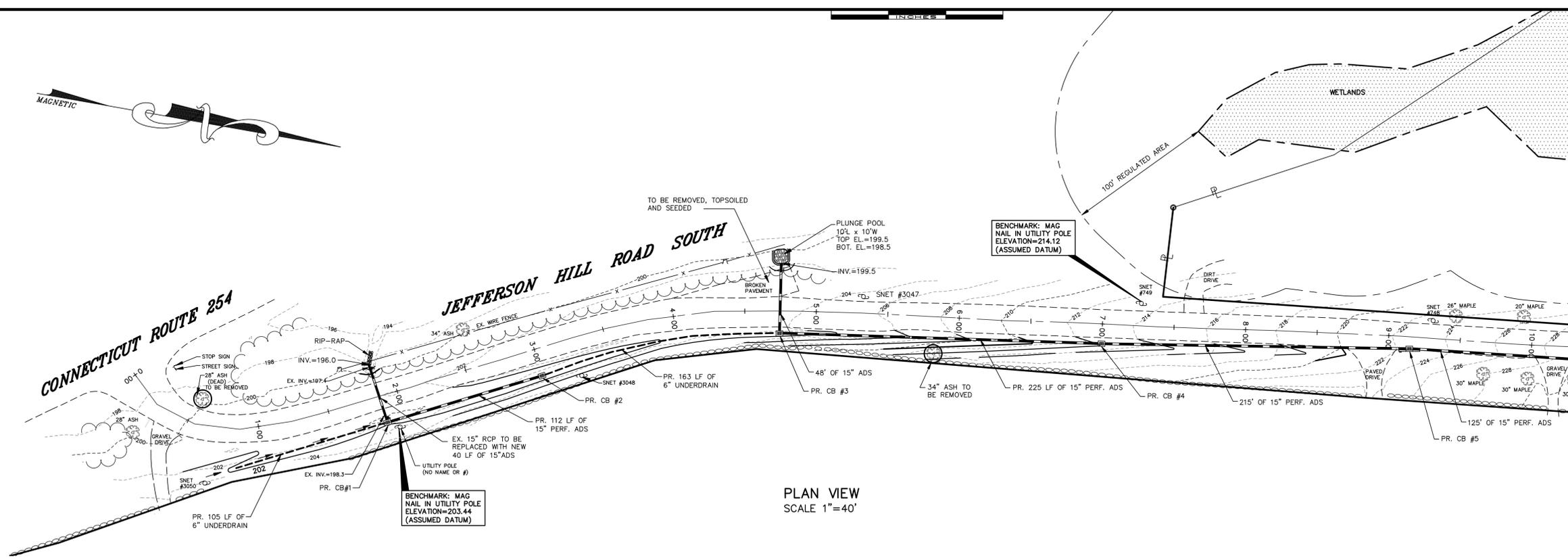
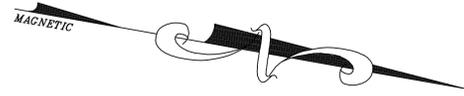
BERKSHIRE

143 BANTAM LAKE ROAD
BANTAM, CONNECTICUT 06750

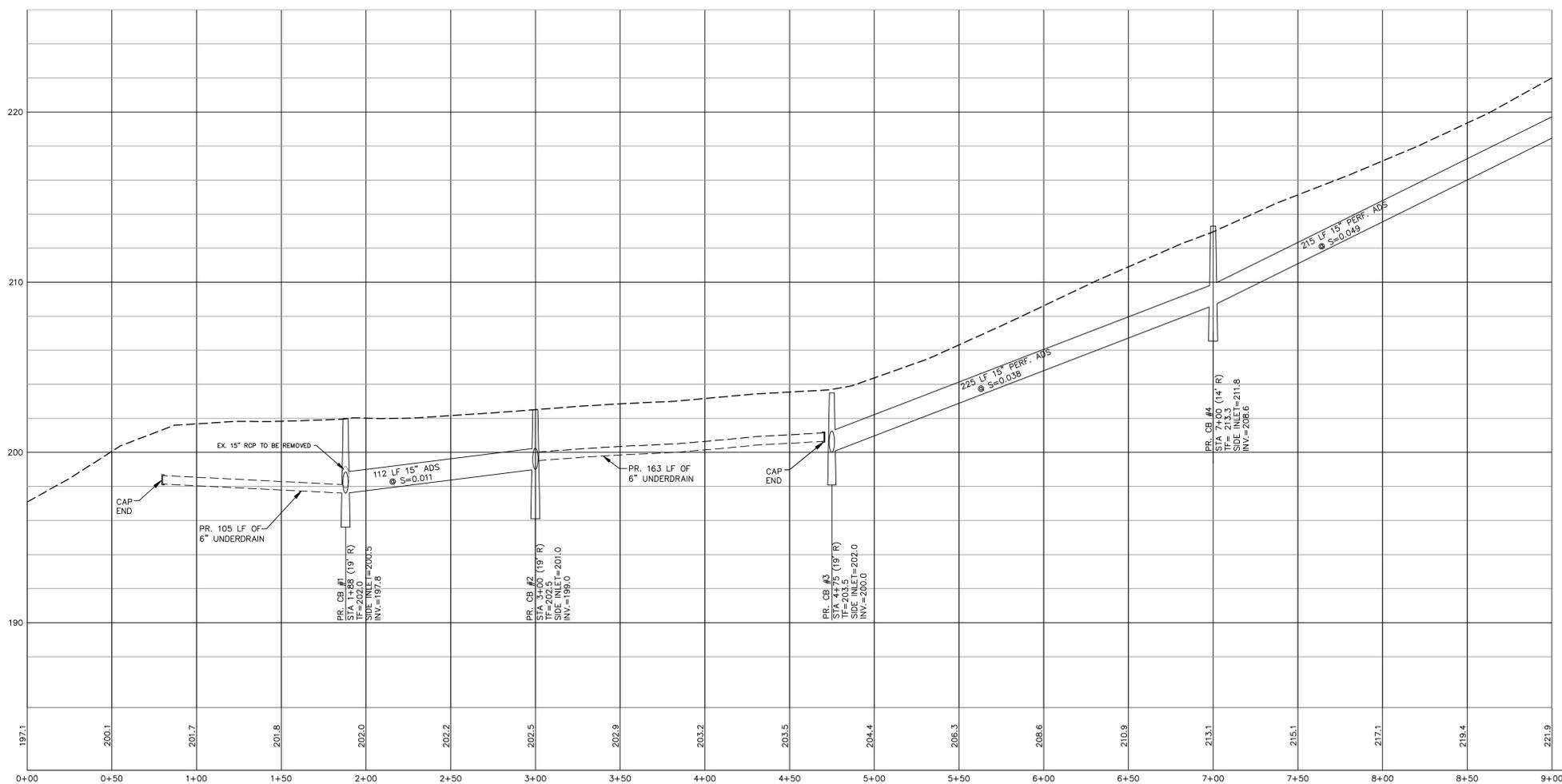


**ENGINEERING &
SURVEYING, LLC**

(860)567-8007
(860)567-8006(fax)



PLAN VIEW
SCALE 1"=40'



ROAD PROFILE
SCALE H:1"=40'
V:1"=4'

GENERAL NOTES:

1. BOUNDARY INFORMATION FROM LIMITED TITLE AND FIELD WORK AND ARE TO BE ASSUMED APPROXIMATE.
2. TOPOGRAPHIC INFORMATION BASED ON FIELD SURVEY PREPARED BY THIS OFFICE WITH ASSUMED DATUM.
3. ENTIRE PAVED ROAD SURFACE TO BE RECLAIMED.
4. ALL DRIVEWAYS TO HAVE NEW APRONS. EXISTING BITUMINOUS DRIVEWAYS TO BE SAW CUT FOR NEW APRONS.
5. APRONS TO BE A MINIMUM OF 5' FROM EDGE OF ROAD.
6. ALL TYPE C BASINS SHALL MATCH SLOPE AND CROSS SLOPE OF THE RECLAIMED ROAD.

ROAD RECONSTRUCTION PLAN
PREPARED FOR
TOWN OF LITCHFIELD
JEFFERSON HILL ROAD SOUTH
LITCHFIELD, CONNECTICUT



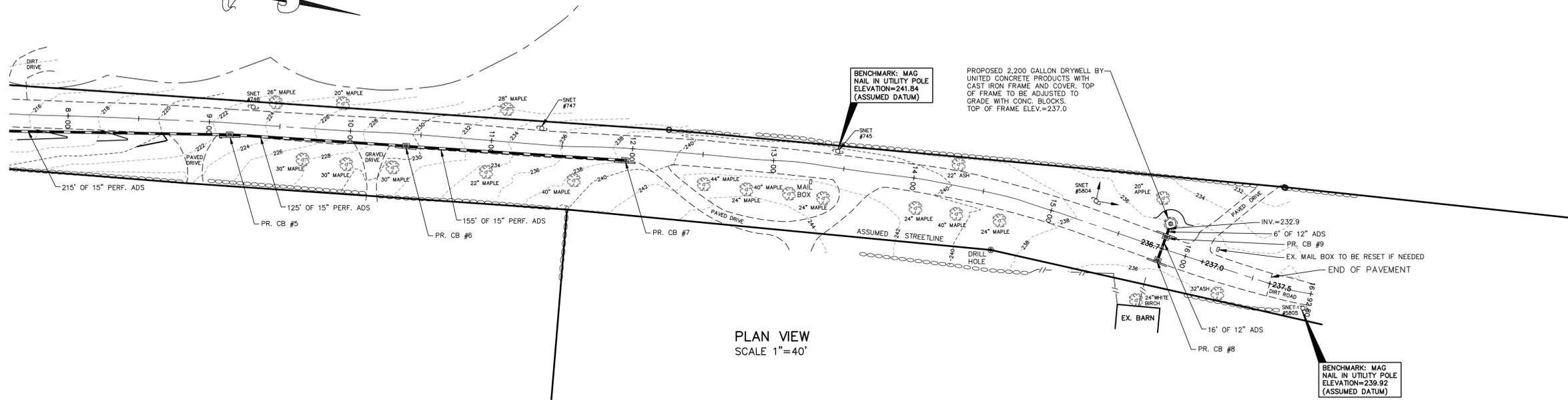
143 BANTAM LAKE ROAD
BANTAM, CONNECTICUT 06750 (860)567-8007
(860)567-8006 (fax)

[Handwritten Signature]
Not valid without original seal

| | | |
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| Date: 10/19/16 | Proj. No.: 13-2482(S1) | Sheet: S1 |
| Scale: AS_NOTED | Drawn By: MS | Map No.: 2482 |

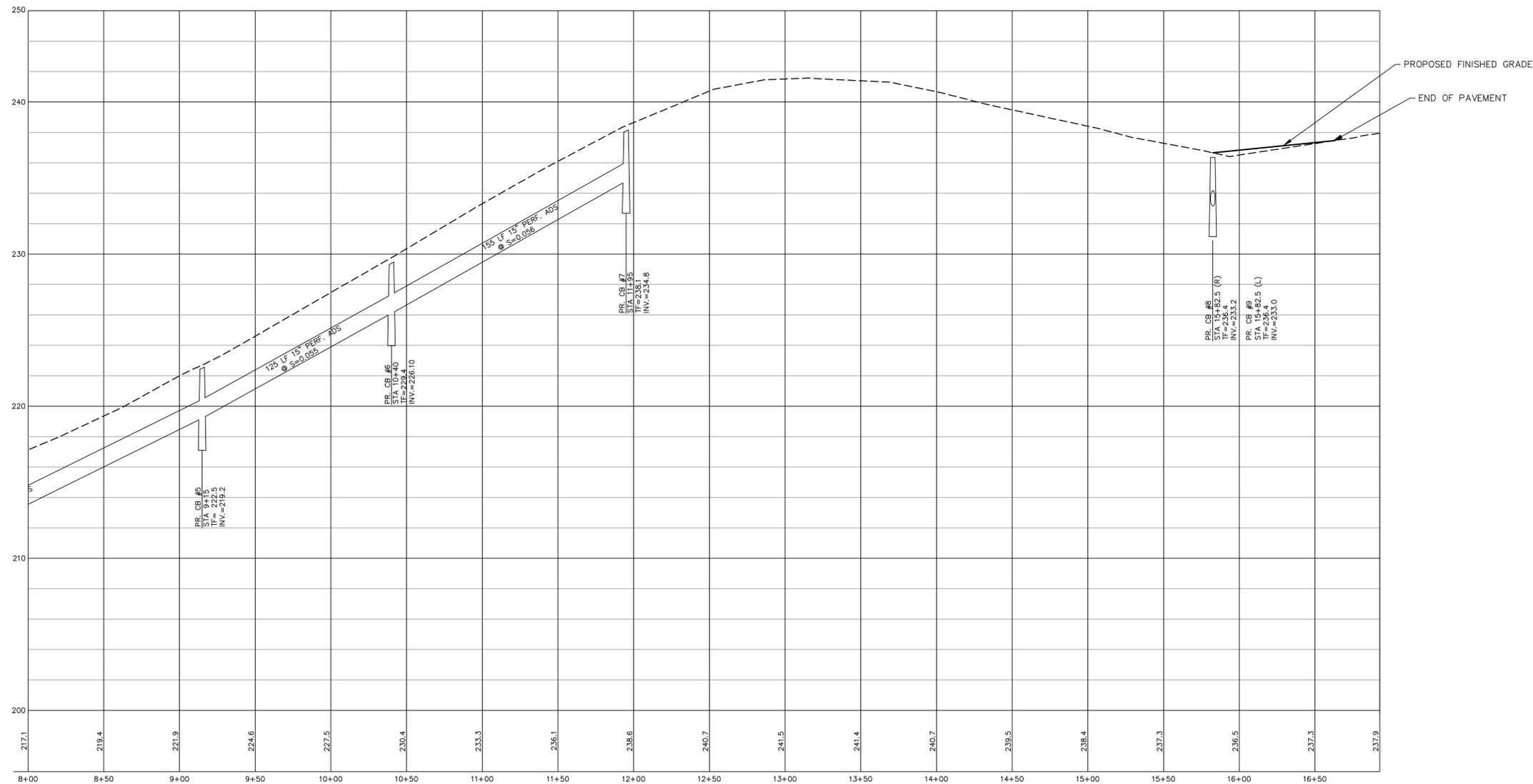


INCHES



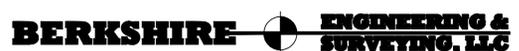
LEGEND

| | |
|---------------------------|-------|
| APPROX. PROPERTY LINE | --- |
| UTILITY POLE | ⊕ |
| STONE WALL | ⊘⊘⊘⊘⊘ |
| EXISTING CONTOUR | 990 |
| PROPOSED CONTOUR | 990 |
| EXISTING SPOT ELEVATION | 991.5 |
| PROPOSED SPOT ELEVATION | 991+5 |
| EXISTING IRON PIN OR PIPE | ⊙ |
| RETAINING WALL | ⊘ |
| GUIDE RAIL | ⊘ |



- GENERAL NOTES:**
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ROAD RECONSTRUCTION PLAN
 PREPARED FOR
TOWN OF LITCHFIELD
 JEFFERSON HILL ROAD SOUTH
 LITCHFIELD, CONNECTICUT

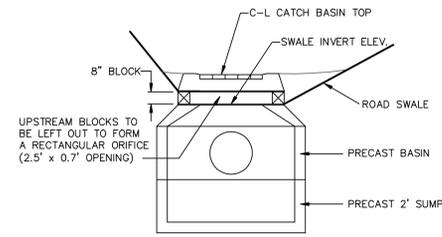


143 BANTAM LAKE ROAD
 BANTAM, CONNECTICUT 06750 (860)567-8007
 (860)567-8006 (fax)

ROAD PROFILE
 H: 1"=40'
 V: 1"=4'

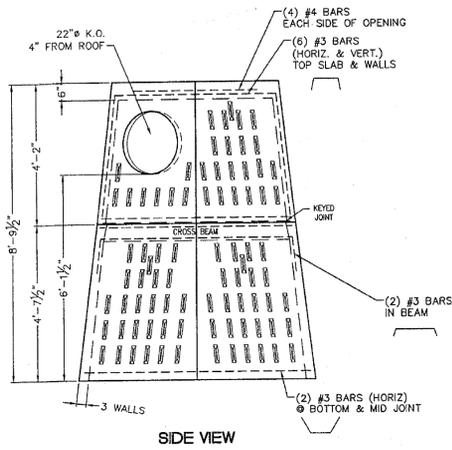
[Signature]
 Not valid without original seal

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| Date: 10/19/16 | Proj. No.: 13-2482(S2) | Sheet: S2 |
| Scale: AS_NOTED | Drawn By: MS | Map No.: 2482 |



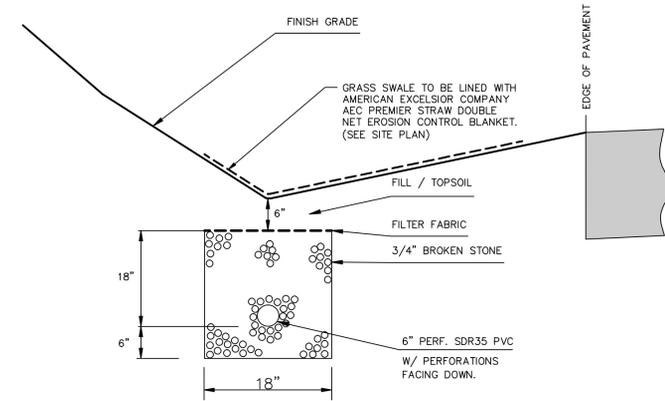
SIDE INLET CATCH BASIN DETAIL

N.T.S.



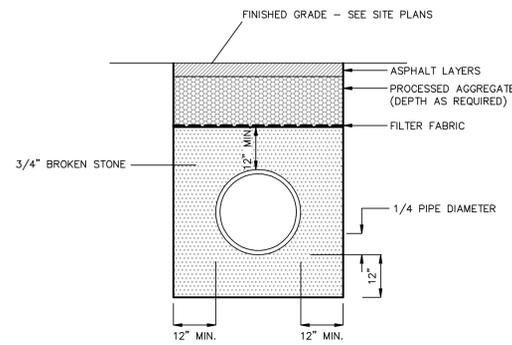
2200 GALLON DRY WELL

N.T.S.



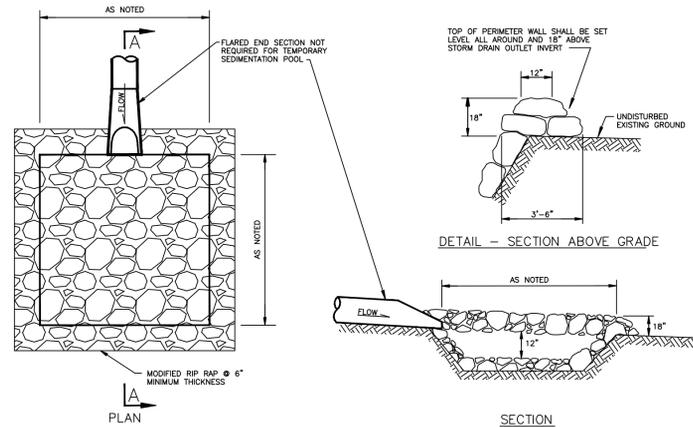
UNDERDRAIN DETAIL

N.T.S.



PERFORATED PIPE TRENCH DETAIL

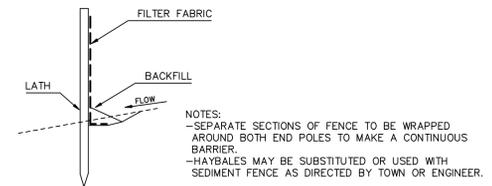
N.T.S.



PLUNGE POOL ENERGY DISSIPATOR

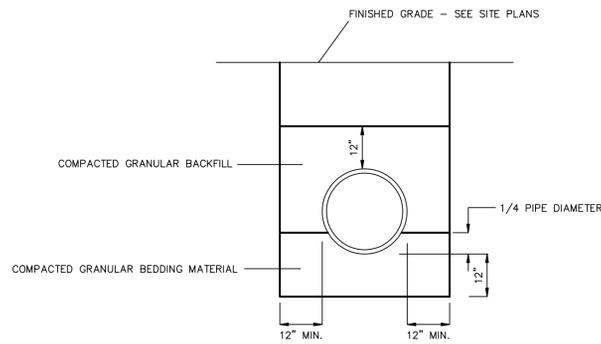
- NOT TO SCALE
1. RIP RAP MATERIAL SHALL CONSIST OF SOUND, TOUGH DURABLE AND ANGULAR ROCK, FREE FROM DECOMPOSED MATERIAL OR OTHER DEFECTS IMPAIRING ITS DURABILITY.

- EROSION AND SEDIMENTATION CONTROL NOTES :**
- EROSION AND SEDIMENTATION CONTROL MEASURES TO BE INSTALLED AT THE TOE OF SLOPES OR AS SHOWN ON THE PLANS.
 - ALL MEASURES TO BE INSTALLED PRIOR TO GROUND DISTURBANCE.
 - TOPSOIL TO BE STRIPPED, STOCKPILED AND SEEDED IN ALL AREAS OF PROPOSED GRADING.
 - EROSION CONTROL MEASURES TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS UNTIL DISTURBED AREAS ARE STABILIZED. ADDITIONAL CONTROL MEASURES MAY BE NECESSARY.
 - THE OWNER OF RECORD / CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF EROSION CONTROLS.
 - ALL EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE 2002 CT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.



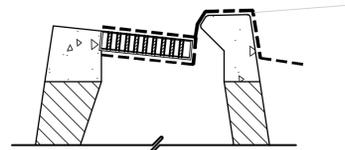
SEDIMENT FENCE DETAIL

N.T.S.



PIPE TRENCH DETAIL

N.T.S.

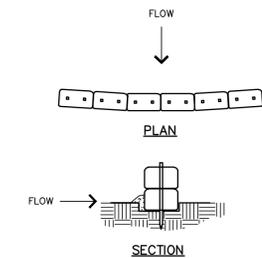


SEDIMENT CONTROL AT CATCH BASIN

NOTE: INSTALLATION SIMILAR FOR TYPE C-L BASIN

NOT TO SCALE

1. WRAP FILTER FABRIC AROUND GRATE AND PLACE IN FRAME.
 2. EXTEND FABRIC BEHIND CATCH BASIN TOP AND BACKFILL.
1. INSPECT CATCH BASINS AFTER EACH STORM EVENT.
 2. REMOVE ACCUMULATED SEDIMENT AS REQUIRED.



HAY BALE CHECK DAM

- NOT TO SCALE
1. EXCAVATE 4" DEEP TRENCH FOR LENGTH OF BALES.
 2. PLACE AND STAKE BALES. TWO (2) STAKES PER BALE.
 3. WEDGE LOOSE STRAW BETWEEN BALES.
 4. BACKFILL AND COMPACT THE EXCAVATED SOIL ON UPHILL SIDE OF BARRIER.
1. INSPECT BALES AFTER EACH STORM EVENT.
 2. REMOVE ACCUMULATED SEDIMENT FROM BALES WHEN IT REACHES 1/2 THE HEIGHT OF THE BARRIER.

HAYBALES SHALL CONFORM TO ARTICLE 2.18.02 OF D.O.T. FORM 814A-1995

[Signature]
Not valid without original seal

DETAILS AND NOTES
PREPARED FOR
TOWN OF LITCHFIELD
JEFFERSON HILL ROAD SOUTH
LITCHFIELD, CONNECTICUT

BERKSHIRE ENGINEERING & SURVEYING, LLC

143 BANTAM LAKE ROAD
BANTAM, CONNECTICUT 06750

(860)567-8007
(860)567-8006 (fax)

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|----------------|------------------------|---------------|
| Date: 10/19/16 | Proj. No.: 13-2482-DET | Sheet: D1 |
| Scale: N.T.S. | Drawn By: MS | Map No.: 2482 |