

***Invitation to Bid***  
**ITB: #2018-003**

**Stonington Department of Public Works**  
**On-Call Drainage Installation**



**Dated: March 28, 2018**  
**Bid Deadline: April 12, 2018 @ 2:00pm**

## **CONTENTS**

Legal Notice

Tentative Timeline for INVITATION TO BID Process

- I.** Scope of Services
- II.** Inquiries
- III.** Submission of Proposals
- IV.** Selection and Criteria
- V.** General Terms and Conditions
- VI.** Standard Instructions to Proposers

### **Exhibits:**

- A – Legal Status Disclosure
- B – Non-Collusion Affidavit
- C – Statement of References
- D – Required Disclosures
- E– Affirmative Action Affidavit
- F – Proposal Form
- G – Bid Form
- H – Insurance Requirements
- I – Technical Standard Drainage Drawings

**LEGAL NOTICE TO BID**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION**

**ITB: #2018-003**

**March 28, 2018**

The Town of Stonington will receive sealed bids for On-Call Drainage Installation. Please see full Invitation to Bid for exact specifications on the Town's website, under <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal.

Proposals will be received at the Office of the Director of Finance, 152 Elm Street, Stonington, CT 06378, until 2:00 p.m. on April 12, 2018. Proposals shall be directed to:

Mr. James Sullivan  
Director of Finance  
Town of Stonington  
152 Elm Street  
Stonington, CT 06378

Any addenda will be posted to the Town's website along with the CT DAS contracting portal. All firms are responsible for checking for new addenda. Proposals will be opened and read aloud at **2:00 p.m. on April 12, 2018**, Town of Stonington, 152 Elm Street, Stonington, CT 06378.

The Town of Stonington reserves the rights to amend or terminate this Invitation to Bid, to reject any or all proposers, to request additional information, to waive any informalities or non-material deficiencies in a response, to determine qualifications exclusively and finally in its sole discretion, to select any proposal based on any combination of factors, including the amount bid and the Town's best interests, to select parts of any one or more proposals, to negotiate with any person submitting a proposal for different or additional terms, and to take any and all other action that, in the Town's sole judgment, will be in its best interests.

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION**

**ITB: #2018-003**

**TENTATIVE TIMELINE OF THE INVITATION TO BID PROCESS-KEY  
DATES**

**ITB Issue Date:** March 28, 2018

**Final Date to Submit Questions:** April 06, 2018 4:00p.m.

**Final Posting of Responses to Questions:** April 09, 2018 4:00p.m.

**Proposal Closing Date/Time:** April 12, 2018, at 2:00 p.m.

**Proposal Closing Place:** Stonington Town Hall, 152 Elm Street, Stonington, CT 06378.

**Proposal Opening Date/Time:** April 12, 2018, at 2:00 p.m.

**Proposal Opening Place:** Finance Department, 152 Elm Street, Stonington, CT 06378.

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**I. SCOPE OF SERVICES**

This invitation to bid entails providing unit cost prices for performing on call drainage work including replacing existing and/or installing new catch basins, replacing catch basin tops and installing new drainage pipe as described in these project specifications.

**Contractor Availability:**

The contractor will conform to the Highway Department's schedule as we are preparing roads for paving and doing repairs due to failing structures. Therefore, the contractor should be flexible with scheduling. It will be the contractor's responsibility to be available to commence working upon two week's written notice from the Town.

**Damage to Abutting Properties:**

The Contractor shall be responsible for, and reimburse the Town, adjacent property owners and/or others for, any and all losses, damage or expense which the Town or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by the Town to the Contractor, or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Town may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense, by reason of the failure of the Contractor to observe the limits and conditions of the rights of way, rights of access, etc., provided by the Town.

**Estimated Quantities/Balanced Bids:**

The quantities that are included in the attached Bid Form are estimated quantities for use in computing a low bidder. The Town reserves the right to increase and/or decrease the quantities as they see fit. Therefore, the bidder should bid on each item with reasonable relation to the probable cost of doing that work. The attention of the bidder is called to the fact that unbalancing a bid may adversely affect the contractor if certain portions of the work are increased or decreased as provided in the contract documents.

**Safety:**

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA) including wearing appropriate traffic vests as needed.

**Finishing and Cleaning Up:**

In completing his operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him, leaving the entire site & street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the right-of-way and private lands upon which work is performed free and clean of all debris and shall remove all tools and other property when they are not in use.

**Contract Duration:**

The term of this contract will be from the time the contractor initially signs the contract until December 31, 2018. The Town reserves the right to extend the contract for one year until December 31, 2019 at the same unit prices so long as both parties mutually agree to this extension.

**TECHNICAL SPECIFICATIONS**

1. The contractor is responsible for any and all equipment necessary to complete the job. This would include all tools, forms, and employees to complete the job in a timely manner. The Town will not compensate the contractor for use or loss of equipment.
2. Once the contractor is on the job, they shall remain until the section of the work that is being asked of them is complete.
3. The contractor shall make sure the job site is secure at all times, especially when leaving at the end of the day.
4. Any questions pertaining to the job, including changes to grades should be addressed to the Public Works Director or his designee.
5. All backfilling must be done in properly compacted layers not exceeding 12" in depth after compaction
6. The Town reserves the right to direct the contractor at any time to stop any additional trenching/excavating work and to focus on properly patching all graveled areas if weather is going to become an issue.

## **MAINTENANCE & PROTECTION OF TRAFFIC**

### **Description & Construction Methods:**

Maintenance and Protection of Traffic shall strictly conform to Section 9.71 of the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction.

Whenever the contractor's crews are working in and/or around the edge of the public roadway, then the contractor is responsible to provide proper signage per the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). If the contractor plans on closing off any travel lanes, they should notify the Public Works Director or his designee. At least one traffic lane should be kept open at all times. Any exception would need to come in writing from the Director of Public Works.

Suitable ingress and egress to all intersecting roads, abutting properties, residences, businesses, etc. shall be provided for at all times.

The Contractor shall provide and post "No Parking" signs at least 24 hours prior to working on a given area in which on street parking must be prohibited. Signs shall be removed as soon as possible upon completion of the work in the area. Town of Stonington will provide the signage to the Contractor for their posting.

All suitable signs, barricades and other traffic devices shall be furnished, erected, moved, re-erected, maintained and removed by the Contractor to the satisfaction of the Engineer to protect the safety of the public.

All excavations, catch basin tops, manhole frames, road boxes and any other potential hazard to the public shall be protected by suitable barricades and signs. All barricades shall be illuminated by lanterns, flashers or other acceptable means during hours of darkness or low visibility.

The Contractor shall install temporary warning signs on exposed structures. The Contractor shall post "work-ahead" or "bump-warning" signs where appropriate.

The contractor shall furnish certified traffic person(s) in accordance with Section 9.70 of the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction to direct traffic safely through the construction area.

### **Basis of Payment:**

This work will be paid for at the contract unit price for "Maintenance and Protection of Traffic" per day. This price shall include all materials, equipment, tools, labor and traffic controllers incidental to this item.

#### **Pay Item**

Maintenance & Protection of Traffic

#### **Pay Unit**

Per Day

## **REMOVE EXISTING DRAINAGE PIPE**

### **Description & Construction Methods:**

When installing new drainage pipe in the same location as existing deteriorated pipe, the contractor is to remove the existing pipe entirely and properly dispose of the pipe. Once the existing pipe is removed, the contractor will continue to install new HDPE pipe in the location as determined by the Director or his designee

### **Basis of Payment:**

This work will be paid for at the contract unit price for "Removing Existing Pipe" per linear foot. This price shall include all materials, equipment, tools, and labor incidental to this item.

#### **Pay Item**

Remove Existing Drainage Pipe

#### **Pay Unit**

Per LF

## **TEMPORARY BITUMINOUS PATCH**

### **Description & Construction Methods:**

After properly compacting the processed gravel on top of the new drainage trench and/or adjacent to the new catch basin structure with a vibratory tamper, the contractor will be required to install 2 lifts of 2" each of Class 1 bituminous concrete according to the attached sketch.

By the end of each week (Friday afternoon by 3:30pm), all backfilled trenches are to have a temporary layer of hot mix asphalt according to the attached sketch. If any settlement of the temporary patch occurs within six months of paving, then it is the responsibility of the contractor to fix the settlement with new hot mix asphalt at no cost to the Town.

### **Basis of Payment:**

This work will be paid for at the contract unit price for "Temporary Bituminous Patch" per square foot. This price shall include all materials, equipment, tools, and labor incidental to this item.

#### **Pay Item**

Temporary Bituminous Patch

#### **Pay Unit**

Per SF

## **II. INQUIRIES**

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this ITB must be submitted to Barbara McKrell, Director of Public work at [bmcckrell@stonington-ct.gov](mailto:bmcckrell@stonington-ct.gov) with copy to James Sullivan, Director of Finance, Town of Stonington, at [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov).

## **III. SUBMISSION OF PROPOSALS**

**General Requirements:** Respondents are asked to provide Proposals for the scope of work in accordance with all the terms and specification contained herein.

***Respondents shall submit one (1) original and two (2) hard copies and one (1) electronic copy (a compiled Adobe PDF file) of their submittals.***

Proposals shall contain the following at a minimum:

1. A brief qualification statement that demonstrates the technical expertise to provide the goods with the specifications outlined in this request.
2. A list of projects (3 minimum) with similar scope shall be provided, along with contacts identified for references.
3. A schedule indicating the time to deliver all requested goods and services.
4. Exhibits:
  - A) Proposer's Legal Status Disclosure Form
  - B) Proposer's Non-Collusion Affidavit Form
  - C) Proposer's Statement of References Form
  - D) Required Disclosures
  - E) Affirmative Action Affidavit
  - F) Proposal Form
  - G) Bid Form

#### **IV. SELECTION PROCESS AND CRITERIA**

Proposals will be evaluated on their qualifications by the Director of Public Works using the following criteria:

1. Bid proposal adherence to technical specifications as delineated above.
2. Ability to deliver goods and services in a timely fashion.
3. Proposed schedule.
4. Value of proposed fees.
5. Compliance/completion with/of submission requirements noted above in Section III.

#### **V. GENERAL TERMS AND CONDITIONS**

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the consultant services in the best interest of the Town.
2. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected firm or team.
3. The Selected firm shall guarantee to provide the goods at the price of the proposal for a period of not less than sixty (60) days from the deadline for submission of proposals.



4. Unless otherwise stated, Payment Requests are to be submitted no more than once per month. Each Payment Request shall be signed by the Selected firm and shall constitute the Selected firm's representation that quantity of work has reached the level for which payment is requested, and that the Selected firm knows no reason why payment should not be made as requested. The Payment Request shall include an itemization of all services provided, including unit list price, net price, extensions and total amount due. The Town shall approve by signature the amount that, in the opinion of the Town, is properly owing to the Selected firm.
5. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.
6. Town is exempt from all sales and Federal excise taxes.
7. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.
8. Unless otherwise specified all costs listed are firm for the term of the contract.
9. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to the Invitation to Bid.
10. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut.

**AWARD TO OTHER THAN THE APPARENT LOW BIDDER:** The Town of Stonington reserves the right to award the work to a proposer other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Stonington.

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYERS  
MBE/WBE AND SBE'S ARE ENCOURAGED TO BID**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION**

**ITB: #2018-003**

**VI. STANDARD INSTRUCTIONS TO PROPOSERS**

**INTRODUCTION**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this INVITATION TO BID. **Proposers are prohibited from contacting any Town employee, officer or official concerning this INVITATION TO BID, except as set forth in Section 3, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this INVITATION TO BID, these Standard Instructions to Proposers shall prevail.

**1. RIGHT TO AMEND OR TERMINATE THE INVITATION TO BID OR CONTRACT**

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this INVITATION TO BID if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, <http://www.stonington-ct.gov/bids-rfps> and/or the [CT DAS Contracting Portal](#). **Each proposer is responsible for checking the Town's website and CT DAS Contracting Portal to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**

**2. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received, by the date and time noted in the INVITATION TO BID prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) hard copies, along with a digital copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**On-Call Drainage Installation,**" and the **INVITATION TO BID Number ITB: #2018-003**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal fee must be submitted on the Bid Form included in this INVITATION TO BID, see **Exhibit G**. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal fee must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this INVITATION TO BID.

### **3. QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this INVITATION TO BID are to be submitted **only in writing via email** and directed **only to**:

Barbara McKrell, Director of Public Works  
Town of Stonington  
152 Elm Street  
Stonington, CT 06378  
Email: [bmckrell@stonington-ct.gov](mailto:bmckrell@stonington-ct.gov)

Proposers shall copy Mr. James. Sullivan, [jsullivan@stonington-ct.gov](mailto:jsullivan@stonington-ct.gov) as well.

**Proposers are prohibited from contacting any Town employee, officer or official concerning this INVITATION TO BID other than the designated official noted above. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than the date specified under the time line. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this INVITATION TO BID and the resulting Contract, containing all questions received and answers provided.

The Town will post any addenda on Town's website, <http://www.stonington-ct.gov/bids-rfps> or on the CT DAS contracting portal. **Each proposer is responsible for checking the websites to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the INVITATION TO BID as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this INVITATION TO BID, and no proposer shall rely on any alleged oral statement.

#### **4. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

#### **5. COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

#### **6. OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town's property and will not be returned to proposers.

#### **7. FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

#### **8. REQUIRED DISCLOSURES**

Each proposer must, in its Required Disclosures Form, see **Exhibit D**, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

#### **9. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References Form included in this INVITATION TO BID, see **Exhibit C**.

## **10. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this INVITATION TO BID, see **Exhibit A**.

## **11. PERFORMANCE SECURITY – N/A**

## **12. PROPOSAL (BID) SECURITY -N/A**

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time there- after, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

## **13. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this INVITATION TO BID and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this INVITATION TO BID, including but not only any addenda posted on the Town's website and/or CT DAS Contracting Portal, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this INVITATION TO BID or the provision of goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this INVITATION TO BID, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

## **14. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). Federal Tax-Exempt number will be provided to the selected firm prior to execution of contract.

## 15. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB, as delineated in **Exhibit H**. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy. A sample Certificate of Insurance should be submitted with bid proposal.

## 16. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this INVITATION TO BID. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this INVITATION TO BID to any combination of separate proposals or proposers.

The Town will select the lowest responsible proposer, meaning that, in addition to price, due consideration will be given to factors such as a proposer's experience, references, capabilities, past performance, and other relevant criteria.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

## 17. NONRESIDENT CONTRACTORS

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

**or**

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

## **18. COMPLIANCE WITH LAWS**

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

### **Immigration Laws**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

### **Non-Discrimination and Affirmative Action**

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

### **Connecticut's Prevailing Wage Law Provision**

If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is \$400,000 or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is \$100,000 or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

### **Executive Orders**

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17,



2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

### **Occupational Safety and Health Administration Requirement**

According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

### **19. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit Form that is part of this INVITATION TO BID, see **Exhibit B**.

### **20. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form.

#### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the INVITATION TO BID or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance.

Nothing in this section shall obligate the successful proposer to indemnify the Town or its Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town or its Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the

successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town or its Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

d. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of

the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

e. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

f. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

g. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

h. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

i. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

j. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court

of the State of Connecticut, as applicable.

k. **NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**21. LOCAL VENDOR PREFERENCE**

The Town has a local vendor preference ordinance. Any bidder that qualifies for the "LOCAL VENDOR PREFERENCE" must fill out a "Town-Based Business Affidavit Form" signed by an authorized representative of the bidder at the time of the bid submittal in order to be considered for this preference. Failure to submit a Town Based Business Affidavit on the form provided by the Town of Stonington will result in disqualification of town-based business status and loss of any preference given to a town-based business on the part of such bidder as to its bid. The form is available on the Town's website at [www.stonington-ct.gov](http://www.stonington-ct.gov) or can be obtained by contacting the Finance Department at 860-535-5070.

**22. QUALIFICATIONS OF BIDDER**

The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

## TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION

ITB: #2018-003

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that  
“permanent place of business.”

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Proposer’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

Does the proposer have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_Yes \_\_\_\_\_No

If yes, please state the full street address (not a post office box) of that  
“permanent place of business.”

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only) Does

the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that  
"permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Proposer's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Proposer's Authorized Representative

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION**

**ITB: #2018-003**

**PROPOSER'S NON-COLLUSION AFFIDAVIT FORM**

**PROPOSAL FOR:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Stonington is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Stonington to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)  
Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized  
Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**END OF NON-COLLUSION AFFIDAVIT FORM**



TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION

ITB: #2018-003

**PROPOSER'S STATEMENT OF REFERENCES FORM**

Provide at least three (3) references:

	BUSINESS NAME	_____
	ADDRESS	_____
	CITY, STATE	_____
	TELEPHONE:	_____
	INDIVIDUAL CONTACT NAME AND POSITION	_____
		_____
	BUSINESS NAME	_____
	ADDRESS	_____
	CITY, STATE	_____
	TELEPHONE:	_____
	INDIVIDUAL CONTACT NAME AND POSITION	_____
		_____
	BUSINESS NAME	_____
	ADDRESS	_____
	CITY, STATE	_____
	TELEPHONE:	_____
	INDIVIDUAL CONTACT NAME AND POSITION	_____
		_____

**END OF STATEMENT OF REFERENCES FORM**

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION

ITB: #2018-003

**REQUIRED DISCLOSURES**

1. Exceptions to/Clarifications of/Modifications of the INVITATION TO BID

\_\_\_\_\_ This proposal does not take exception to or seek to clarify or modify any requirement of the INVITATION TO BID, including but not only any of the Contract Terms set forth in the Standard Instructions to Proposers. **The proposer agrees to each and every requirement, term, provision and condition of this INVITATION TO BID.**

OR

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the INVITATION TO BID requirements, including but not only the following Contract Terms set forth in the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes

\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (current or former, regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_Yes

\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (current or former, regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_Yes

\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (current or former, regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_Yes

\_\_\_\_\_No

If “yes,” attach a sheet fully describing each such matter.

7. Federal Debarment List

Is the proposer on the Federal Government’s Debarment List?

\_\_\_\_\_Yes

\_\_\_\_\_No

**END OF REQUIRED DISCLOSURES FORM**

TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION

ITB: #2018-003

**AFFIRMATIVE ACTION/EEO AFFIDAVIT**

Concerning Equal Employment Opportunities and/or Affirmative Action Policy I/we, the respondent, certify to the TOWN OF STONINGTON that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature and Title of Person: \_\_\_\_\_

Subscribed and sworn to me \_\_\_\_\_

This \_\_\_\_\_ day of April, 2017

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
date

**END OF AFFIDAVIT FORM**

**TOWN OF STONINGTON, CONNECTICUT**

**INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION**

**ITB: #2018-003**

**PROPOSAL FORM**

---

**BIDDER**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

We submit for your consideration our INVITATION TO BID:

We have read the INVITATION TO BID documents and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions."

**END OF PROPOSAL FORM**

## TOWN OF STONINGTON, CONNECTICUT

INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION

ITB: #2018-003

**BID FORM**

The undersigned proposes to furnish through his bid price all charges, including all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, and anything else necessary to perform and complete this Contract pursuant to the plans and project manual for the specified unit price bid prices as listed below:

Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1.	Replace Existing Catch Basin With New "CL" Basin	5	Ea.	_____	_____

UNIT PRICE IN WORDS: \_\_\_\_\_  
\_\_\_\_\_

2.	Install New "CL" Catch Basin	5	Ea.	_____	_____
----	------------------------------	---	-----	-------	-------

UNIT PRICE IN WORDS: \_\_\_\_\_  
\_\_\_\_\_

3.	Replace Ex. Catch Basin Top With New "CL" Top	20	Ea.	_____	_____
----	--	----	-----	-------	-------

UNIT PRICE IN WORDS: \_\_\_\_\_  
\_\_\_\_\_

4.	Replace Existing Catch Basin With New "C" Basin	5	Ea.	_____	_____
----	--	---	-----	-------	-------

UNIT PRICE IN WORDS: \_\_\_\_\_  
\_\_\_\_\_

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5.	Install New "C" Catch Basin	5	Ea.	_____	_____
UNIT PRICE IN WORDS: _____					
_____					
6.	Replace Ex. Catch Basin Top With New "C" Top	10	Ea.	_____	_____
UNIT PRICE IN WORDS: _____					
_____					
7.	Installation of New 15" HDPE Drainage Pipe	500	Ft	_____	_____
UNIT PRICE IN WORDS: _____					
_____					
8.	Installation of New 12" HDPE Drainage Pipe	100	Ft	_____	_____
UNIT PRICE IN WORDS: _____					
_____					
9.	Remove Existing Drainage Pipe	100	Ft	_____	_____
UNIT PRICE IN WORDS: _____					
_____					
10.	Temporary Bituminous Patch	3,000	SF	_____	_____
UNIT PRICE IN WORDS: _____					
_____					
11.	Main. & Prot. of Traffic	25	Days	_____	_____
UNIT PRICE IN WORDS: _____					
_____					

TOTAL BID (In Numbers)\_\_\_\_\_

TOTAL BID (In Words): \_\_\_\_\_

**ADDENDA RECEIPT**

Receipt of the following Addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Dated\_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated\_\_\_\_\_

The undersigned agrees to complete the project based on the project manual and plans for the above referenced total bid price.

**AUTHORIZED REPRESENTATIVE:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:



**TOWN OF STONINGTON, CONNECTICUT  
INVITATION TO BID FOR ON-CALL  
DRAINAGE INSTALLATION**

**INSURANCE REQUIREMENTS**

The Successful Proposer shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut that have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$3,000,000
	Personal and ADV Injury	\$1,000,000
	Damage to Rented Premises	\$ 300,000
	Medical Expense (anyone person)	\$ 10,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella*	Each Occurrence	\$5,000,000
(Excess Liability)	Aggregate	\$5,000,000

\* "Town of Stonington shall be named as "Additional Insured" Coverage is to be provided on a primary, noncontributory basis.

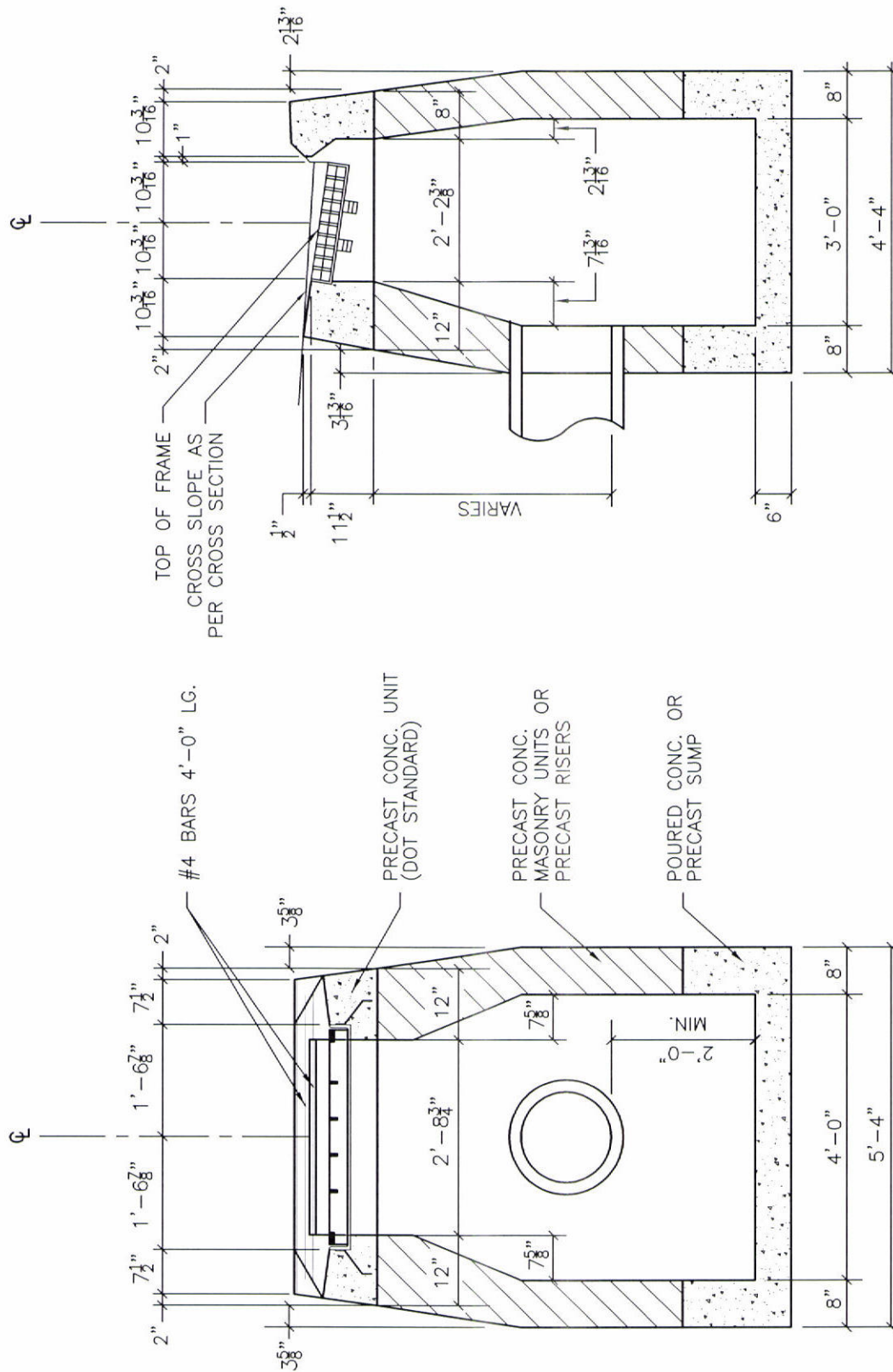
If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory	
	Limits EL Each	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance. The Successful Proposer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

### **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS**

The Contractor shall ensure that all tiers of their subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, as set forth above. Copies of the certificates of insurance must be provided to the Town prior to the subcontractor entering the jobsite.



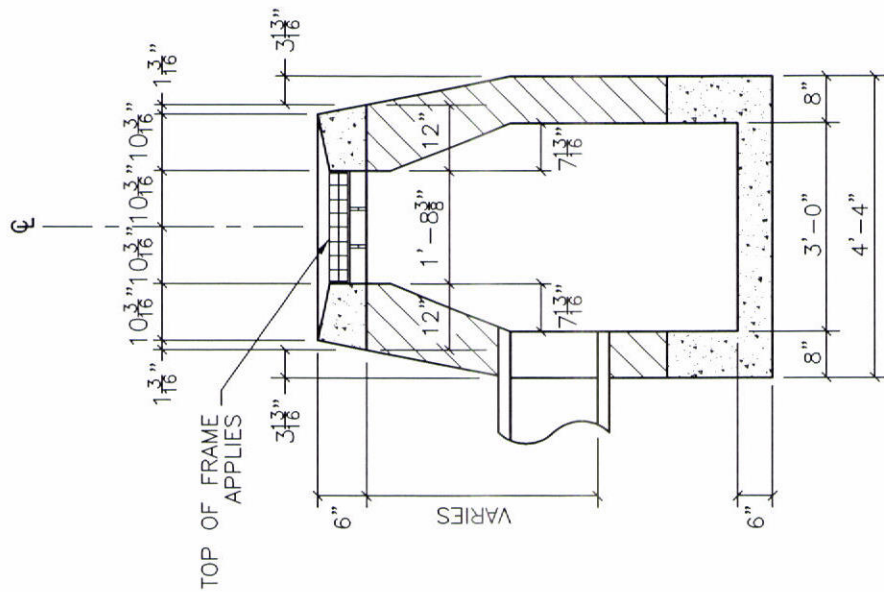
NOT TO SCALE

TOWN OF STONINGTON  
TECHNICAL  
STANDARDS

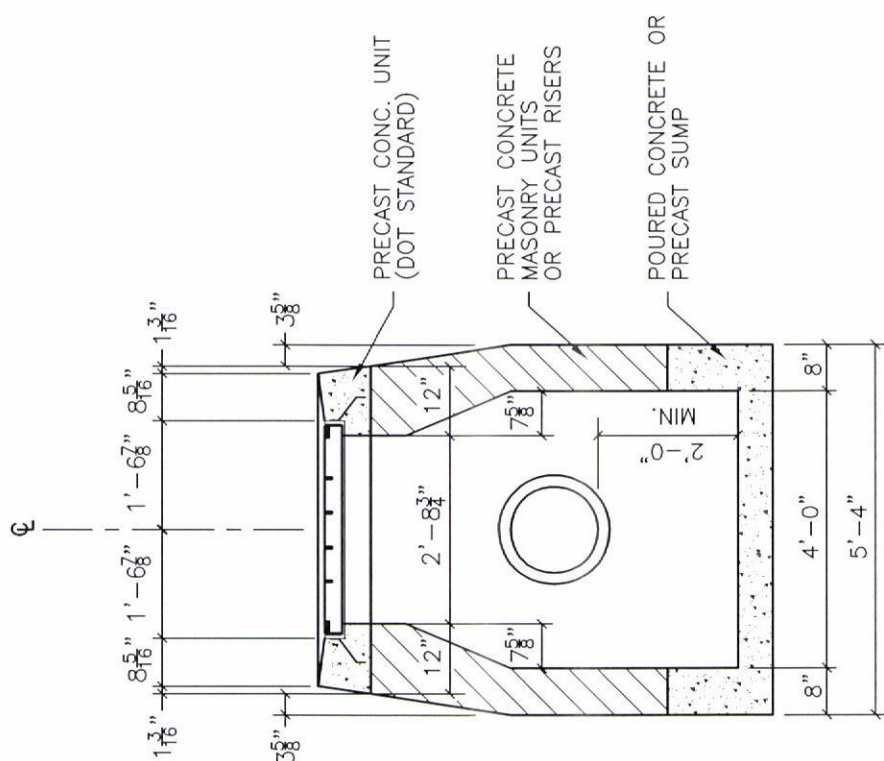
# TYPE "C" CATCH BASIN

DATE:  
REVISED:  
DETAIL  
NUMBER:

D-1



SIDE ELEVATION



FRONT ELEVATION

NOT TO SCALE

TOWN OF STONINGTON  
TECHNICAL  
STANDARDS

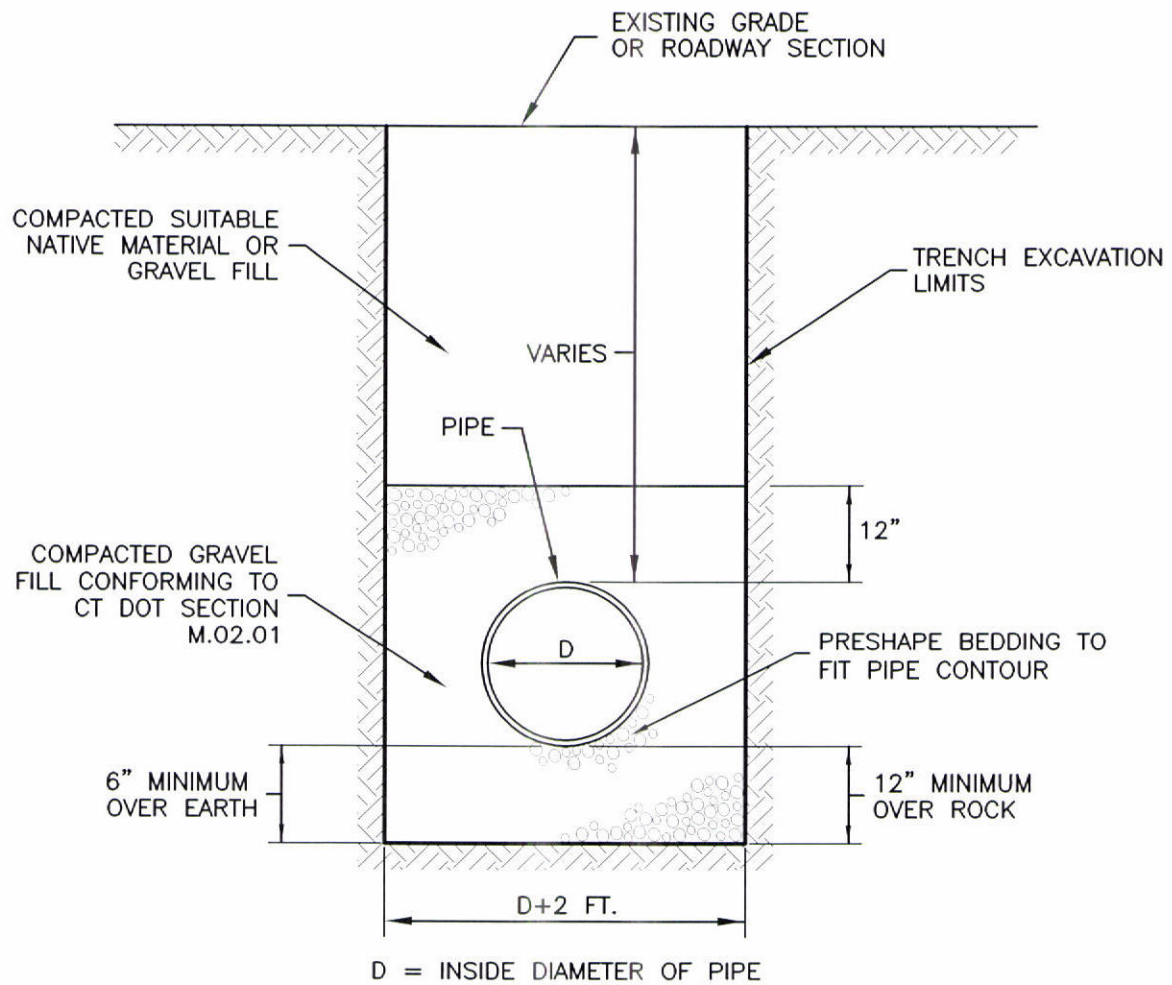
# TYPE "C-L" CATCH BASIN

DATE:

REVISED:

DETAIL  
NUMBER:

D-2



NOT TO SCALE

TOWN OF STONINGTON  
TECHNICAL  
STANDARDS

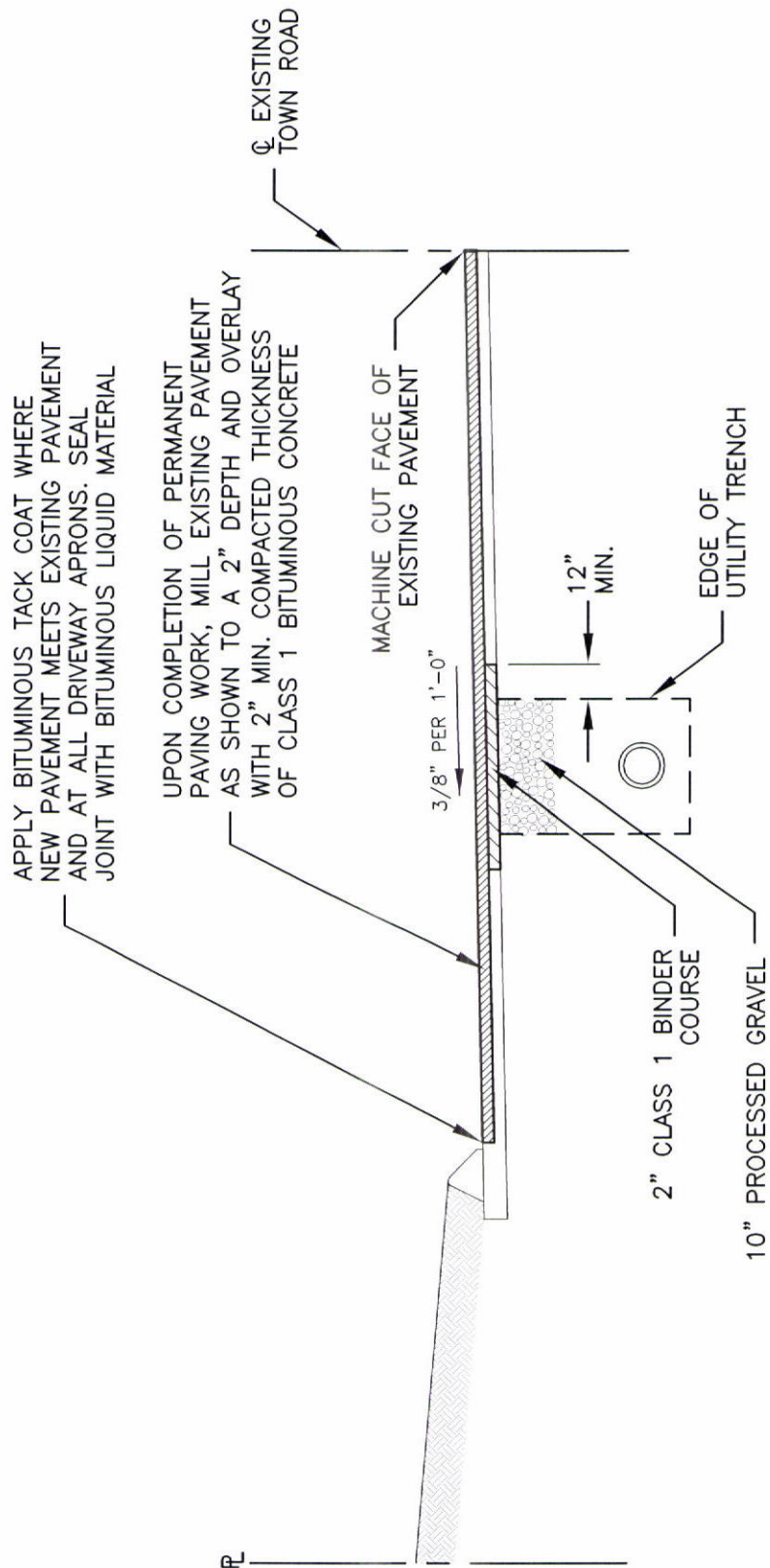
## TYPICAL TRENCH

DATE:

REVISED:

DETAIL  
NUMBER:

**D-7**



NOT TO SCALE

TOWN OF STONINGTON  
TECHNICAL  
STANDARDS

ROADWAY RESTORATION  
ASSOCIATED WITH  
UTILITY INSTALLATION

DATE:

REVISED:

DETAIL  
NUMBER:

U-3