



**TOWN OF STRATFORD
PURCHASING DEPARTMENT
STRATFORD, CONNECTICUT**

BID No. 2009-042

Issued : April 15, 2009

Subject : Hunter Haven Wetlands Pipe Modifications

The Town of Stratford through the Office of the Purchasing Agent, will receive SEALED BIDS for furnishing the equipment described in the accompanying specifications, in accordance with the instructions, conditions and reservations that follow:

A. CLOSING DATE:

Bids will be received until 3:00 pm April 30, 2009, at which time they will be publicly opened and read. All bidders are invited to attend this public opening, which will be held immediately following the closing time specified above, in the Office of the Purchasing Agent, Room 202, Town Hall, 2725 Main Street, Stratford, CT 06615.

Any bid may be withdrawn prior to the above-scheduled time for receiving bids or authorized postponement thereof. Any bids received after the date and time specified shall NOT be considered. No bidder may withdraw a bid within 45 days after the actual opening thereof.

B. INSTRUCTIONS:

All proposals must be addressed to the attention of the Purchasing Agent, in a sealed envelope with bid subject and number on the face thereof. Proposals may be mailed or submitted in person. FAXED PROPOSALS ARE NOT ACCEPTED.

C. CONDITIONS:

Bidders must state specifically what equipment they propose to supply, giving manufacturer's name, model number, etc. A detailed description should accompany your bid. Any exceptions to Town Specifications should be listed in your bid response.

Bid Surety:

No Bid Surety is required for this bid.

Performance Bond

No Performance Bond is required for this bid.

Insurance Requirements:

A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, *and* CG 20 37.

B. Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

C. Workers Compensation

The proposer must have workers' compensation and employers liability insurance as required by Connecticut and federal law, plus employers liability limits of \$1,000,000 per accident, 1,000,000 disease each employee and \$1,000,000 disease policy limit.

D. Umbrella Liability

The proposer shall have a minimum coverage of \$3,000,000 excess umbrella coverage, naming the Town as additional insured.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file the required Performance Bond and an Insurance Certificate within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. **A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times.** In addition, the selected

firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer 's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

The following information should also be covered in your bid:

Payment: Final payment will be made upon the acceptance of the completed work by an authorized representative of the Town of Stratford. NO partial payments will be made. Invoices covering the work specified herein should be forwarded to the Purchasing Department upon completion of the project.

Delivery: Please state as accurately as possible how long it will take to complete delivery after receipt of order, if you are the successful bidder.

Warranty: All proposals must state the exact nature and duration of any warranty applicable to the equipment you propose to sell to the Town.

Taxes: The Town of Stratford is exempt from all State and Federal taxes. Do not include these amounts in your quotation.

Terms: All quotations must be F.O.B. Stratford, Conn., to the department indicated.

Bid Award: The bid award will be determined by a combination of price, references and equipment proposed.

D. RESERVATIONS:

The Town of Stratford may consider informal any proposal not prepared and submitted to the Town in accordance with the provisions herein stated. The Town of Stratford reserves the right to reject any or all proposals or parts of proposals; to waive defects in same proposals; or to accept any proposal or part thereof deemed to be in the best interests of the Town of Stratford.

Michael Bonnar, Purchasing Agent

For additional information, contact John Casey, Town Engineer, at 203-385-4013

SPECIFICATIONS: See next page.

TOWN OF STRATFORD
Hunter Havens Wetland Pipe modifications
Outline scope of work

Bid No. 2009-042

Contract 2009-03

S1. General Description: The Town is interested in installing a short length of pipe in conjunction with a DEP operation in a wetland area near a storm channel off of Elm St. In addition, a duckbill tidegate will be installed on the existing 18" RCP. The contractor shall inspect the area prior to submitting the bid.

S2. The contractor's attention is drawn to the requirements of the State Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction (DOT Form 816). The contractor is expected to obtain and be familiar with this standard document. The Town standard specification, Town of Stratford Specifications for Road Construction and Allied Appurtenances, 1975 and Specifications for Sewerage Works General Terms and Conditions, 1971, shall govern this project except, where changed herein, or in a case where the Town specification is insufficient to describe an item, Form 816 shall be used.

S3. The proposed pipe shall be 12" HDPE laid adjacent to the existing 18" pipe and extending from the storm MH on the Elm St approximately 70 LF into the existing 4' wide channel. The contractor shall make a neat permanent connection to the existing MH next to the existing pipe. The pipe shall have a flared end which shall be fully backfilled and protected with riprap protection at the discharge end with additional riprap added 6' downstream as needed to supplement the existing riprap in the current stream. This pipe shall be backfilled with native material stabilize it.

S4. The duckbill Tidegate shall be affixed to the end of the existing 18" RCP pipe. The contractor shall remove the flared end section of the concrete pipe and install an 18" RCP extension pipe, 5'+/- long to accept the new Tidegate. The contractor shall install a hand laid riprap channel at the end of this pipe, creating a flat channel bottom underneath the Tidegate. Additional riprap shall be placed downstream of the Tidegate, within the channel and up the side of the channel walls for a distance of 10'.

S5. The Tidegate shall be model TF-1 by Tideflex, a division of Red Valve Co., Inc., or approved equal. The Tidegate shall have a curved bill to protect it from backflow blowout and shall have a flat bottom to minimize the clearance needed to the bottom of the channel. All hardware necessary to install the Tidegate shall be stainless steel. The contractor shall provide all labor and materials to install the extension pipe and the Tidegate onto the extension pipe. The tide gate installation shall be in accordance with the manufacturer's recommendations.

S6. Silt fence and haybales shall be installed in the stream downstream of the pipe prior to any disturbance of the land.

S7. Riprap shall be installed around the new Tidegate pipe and along 10' of the west embankment berm of the newly installed ditch toward the marsh installed by the DEP.

S8. All riprap shall be modified riprap installed over a gravel filter layer and geotextile fabric approved by the engineer. The complete installation of the riprap system shall be paid under the unit bid price per square foot.

S9 . Any necessary dewatering shall be discharged through a silt sack and discharged on Town property in an area of phragmite growth to the east of the work site.

S10. The contractor shall coordinate the project with property owners.

S11. The award of the contract is contingent on the Town obtaining an easement from the adjacent property owner to complete the work.

S12. Performance Bonds, Labor and Material Payment Bond and Insurance Certificate shall be submitted prior to contract signing. The insurance conditions shall be as indicated on "Standard Insurance Requirements".

S13. All disturbed land not protected with riprap shall be loamed, seeded and mulched.

S14. The Town will make a permanent trench repair of the road pavement, however the contractor shall make the temporary trench repair and shall repair the curb, in accordance with Town specifications.

S15. Police shall be contacted for traffic protection when the contractor is performing the excavation on Elm St. The Town will bill the contractor for these police charges.

S16. Maintenance and protection of traffic shall be provided by the contractor as required and shall not be paid for separately. All signage installed shall conform to MUTCD standards.

S17. The Contractor shall conform to the Town noise ordinance. Hours of work shall be limited to 7:00 a.m. to 6:00 p.m.

S18. The Contractor shall warrant the materials and workmanship for a period of one year and shall be responsible for replacement, repair or restoration in the event of a failure.

S19. The contractor shall remove one tree if it is conflict with the pipe construction. Removal shall include removal of tree from the site, and removal or otherwise grinding of the stump so that the stump cannot be seen, and restoration of the area.

S20. A new tree shall be installed as directed by the Town. The Tree shall be a multi stem, each 1-1/2 - 2-inch caliper, River Birch.

S21. Chainlink fence gate shall be galvanized steel with chainlink fabric, rails and posts sized to match the existing fence in terms of size and guage. The gate shall have a top, bottom rail and center rail. The contractor shall install an 8" diameter concrete footing to seat the center rail when in the closed position. The contractor shall provide a chain to lock the gate in the closed position. The existing fence shall be reset to meet the new gate.

S22. COMPLIANCE WITH LOCAL ORDINANCE:

No changes in the terms, conditions or scope of contract that increase the cost of the contract shall be made without the approval of the Stratford Town Council. The contractor's attention is directed to Chapter 8, an ordinance regarding change orders. Specifically, the following sections shall be made part of this contract.

8-4 Definitions

(a) Contractor means any individual or entity that performs work either as a subcontractor or contractor for the Town.

8-5 Additional Non-Contracted Work

Any contractor who does work for the Town of Stratford and needs to perform work not included in the contract for proper completion of the project must immediately inform the project Architect or the Town Engineer or his/her designee in the absence of an architect before work not included in the contract is commenced.

8-7 Liquidated Damages

All contracts for construction shall include a liquidated damage clause for violations of Section 8-1 of the Stratford Town Code in form and content as approved by the Town Attorney.

LIQUIDATED DAMAGES CLAUSE (Re: 8-7 above)

In the event that any changes of whatever nature whatsoever are made to or upon any public work or improvement, including but not limited to, changes in the terms, conditions, scope of the contract, or deviations from specifications therein, which are not previously approved by the Stratford Town Council or provided in Chapter 8 of the Stratford Town Code, the contractor shall be solely responsible for any and all expenses thereof and shall indemnify and hold harmless the Town from and against any claim or demand arising out of or from such damages.

S23. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Town of Stratford; it's agents and employees from any and all claims or demands for damages or injuries to either person or property, which arise out of the performance of this contract.

Town of Stratford BID #2009-042

UNIT BID FORM

Hunter Haven Wetland Pipe Modifications Contract 2009-03

ITEM NO	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL
1	Install 12" HDPE Pipe, Complete	LF	70		
2	Remove Exist. 18" Flared End Section and Install Extention Pipe and Duckbill Tigegate, Complete	LS	1		
3	Install 12" HDPE Flared End Section Surrounded by Rip-Rap, Complete	EA	1		
4	Remove Section of Existing Fence and Install an 8' Double Swing Gate to Match Existing Fence, Complete	EA	1		
5	Install Modified Rip-Rap over Filter Fabric, Complete	SF	70		
6	Install Handlaid Rip-Rap Channel, Complete	SF	20		
7	Remove Tree, Complete	EA	1		
8	Install New Tree, Complete	EA	1		
9	Place Temporary Hot Mix Pavement 2" Thick in Trench, Complete	LF	10		
10	Permanent Pavement Restoration, Complete	LF	10		
11	Install Silt Fence Backed by Haybales, Complete	LF	10		
12	Uniformed Traffic Man	PER HR	16		

TOTAL BASE BID: _____

SUBMITTED BY:

_____ (Name)
 _____ (Company)
 _____ (Address)

 _____ (Telephone)
 _____ Signature

DATE: _____