



Department of Public Works

Invitation to Bid

Byrnes Avenue Roadway Drainage

Litchfield, Connecticut

The Town of Litchfield is accepting bids for drainage work on Byrnes Avenue. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. Bids will be received at the Public Works office until 10:00 a.m. on Monday, September 8, 2025 and will be opened and read publicly at that time in said office. The bid and specifications are available to download from the Town of Litchfield web site: www.townoflitchfield.org.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a Contractor to install drainage per specifications. The Contractor shall have adequate licenses, equipment, and materials for this project to insure completion within Thirty (30) business days from the agreed upon starting date.

All Bidders shall observe the following instructions and specifications:

2. General Provisions

Place of Opening: Public Works Office, 101 Russell St., Litchfield, CT 06759

Time of Opening: Monday, September 8, 2025 at 10:00 a.m.

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms must be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Non-Collusion
- D. Non-Discrimination
- E. 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 e-mail to be received no later than September 5, 2025 COB. Any questions received after that date will not be answered. Contact information is as follows:

Raz Alexe, Director of Public Works
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

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

6. Award of Contract

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

7. Bid Security

A bid bond or certified check is **not** required for this bid.

8. Performance; Labor and Material Bond

A Performance Bond for 100% of the project is required for this bid.

9. Scope of Work Change

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

10. Substitution of Named Brands

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Director of Public Works.

11. Price, Discounts, and Payment

Prices 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.

12. Delays

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

13. Liquidated Damages

The amount of three hundred dollars (\$300) is agreed upon as liquidated damages and shall be paid for every day the Contractor exceeds the allowable contract time for completion, thirty (30) calendar days. This sum shall be paid by the Contractor to the Town or withheld from final payment to the Contractor. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

14. Assignment of Contract

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

15. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by 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.

16. Basis of Payment

Payment for this work shall be at the lump sum bid 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.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town 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 sheet showing all labor and material must 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:

- A. Unit Prices or combination of unit prices.
- B. A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works.
- C. Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retainage and 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 up to one (1) year from written acceptance of work.

19. Insurance

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	\$ 100,000 aggregate
Medical Expenses	\$ 10,000 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.

20. 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. Safety Data Sheets must be submitted prior to commencing work for all materials used prior to beginning the project.

21. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. 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.

22. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, 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.

23. 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 **September 8, 2025**. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond September 8, 2025 if deemed to be in the best interest of the Town. The expected starting of the project is no later than September 29, 2025 or earlier with a thirty day (30) calendar days completion time. Weekends and extended working hours can be discussed upon award of the project.

**BASIS OF BID - LUMP SUM BID (C&G, MPT, Mob & Closeout, Constr. Surveying) & UNIT PRICES**

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
0201001 (A)	Clearing and Grubbing	LS	1	\$	\$
0202000 (A)	Earth Excavation (Roadway Embankment)	CY	1525	\$	\$
0202529	Cut Bituminous Concrete	LF	350	\$	\$
0202530 (A)	Remove Bituminous Concrete	SY	3300	\$	\$
0207000	Borrow	CY	20	\$	\$
0209001 (A)	Subgrade	SY	3700	\$	\$
0212000	Subbase	CY	1020	\$	\$
0219050	Silt Sack (Temporary Catch Basin Filter)	EA	15	\$	\$
0219005	Composite Filter Socks	LF	1100	\$	\$
0286001.10	Rock-in-Drainage Trench Excavation	CY	50	\$	\$
0304002	Process Aggregate Base	CY	450	\$	\$
0409001	Fine Milling of Bituminous Concrete (0" to 4")	SY	80		
0586001	Type C Catch Basin (0'-10')	EA	13	\$	\$
0686200.04 (A)	4" Polyvinyl Chloride Pipe - 0' - 10' Deep	LF	60	\$	\$
086001.12	12" R.C. Pipe	LF	190	\$	\$
0686230.12 (A)	12" ADS N12 Storm Sewer Pipe	LF	55	\$	\$
0686230.15 (A)	15" ADS N12 Storm Sewer Pipe	LF	1180	\$	\$
0944000	Furnish and Place Topsoil	SY	3000	\$	\$
0950005	Turf Establishment	SY	3000	\$	\$
0970007	Traffic Person (Uniformed Flagger)	HOURL	200	\$	\$
0971001 (A)	Maintenance and Protection of Traffic	LS	1	\$	\$
0975004 (A)	Mobilization and Project Closeout	LS	1	\$	\$
0977001	Traffic Cone	EA	40	\$	\$
0978002	Traffic Drum	EA	30	\$	\$
0980020	Construction Surveying	LS	1	\$	\$
1210102	Epoxy Resin Pavement Markings	SF	225	\$	\$
Total of All Unit Price Bid Items					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities.

Town of Litchfield

HOLD HARMLESS AGREEMENT

The Contractor named below agrees that it will indemnify and 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 negligent act or 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, unless and to the extent caused by the Town of Litchfield's negligence or its willful acts.

SUPPLEMENTAL AGREEMENT

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors 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 subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT)

COUNTY OF

SS:

Signed: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

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

Notary Public



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



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



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)



NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the

(Firm Name)

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)

Signatures of Named Principals:



NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

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

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)