TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT

NOTICE OF BID

Main Street (Rte. 63) Cemetery Wall Replacement
Watertown Public Works Department

Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, Connecticut, until 11:30 a.m., Tuesday, July 23rd, 2019 at which time and place they will be publicly opened and read aloud for furnishing greenway improvements to the Town of Watertown.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, Form of Bid Bond, Performance and Payment Bonds, and other contract documents may be obtained or examined at the office of the Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, Connecticut 06795 or by accessing the Town of Watertown’s website at http://www.watertownct.org. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked “Bid – Main Street (Rte. 63) Cemetery Wall Replacement”.

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.

All bidders are invited to attend a Pre-Bid meeting for the purpose of viewing the proposed scope of services required, and obtaining information relating to the proposed project. The meeting is scheduled for 10:00 a.m. on Thursday, July 18th, 2019 at the Old Watertown Cemetery located on (Route 63) Main St. Watertown, CT. All attendees are encouraged to park on Depot St for safety and traffic purposes. No additional viewing appointments will be scheduled. Bidders are not required to attend this scheduled meeting; however, this will not relieve any responsibility of the Bidder.

All bids will be considered valid for a period of sixty (60) days.

Jason Warner
Purchasing Agent
INFORMATION FOR BIDDERS
TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

Main Street (Rte. 63) Cemetery Wall Replacement
Watertown Public Works Department

BID OPENING: 11:30 a.m., Tuesday, July 23rd, 2019

PROPOSALS RECEIVED
All bids must be in a sealed envelope and received prior to 11:30 a.m., Tuesday, July 23rd, 2019 at the office of the Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS
Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS
All proposals and literature shall be submitted IN DUPLICATE on the proposal form, which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at http://www.adobe.com/products/acrobat/readstep.html.

Response summaries will be available online at http://www.watertownct.org on the day of the bid opening.

Responses delivered via fax are received subject to the following qualifications and limitations:

- The Town is not responsible for the confidentiality of the information transmitted.
- The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder’s electronic transmission is not received by the Town in a timely fashion, or is not received either in its entirety or error-free.
- Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

**INCURRING COSTS**

The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

**FAMILIARITY WITH THE WORK**

Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the work for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

Where exploration or inspection data is shown on the Plans and/or specifications or made available to the Bidder, it is understood that such data where obtained in the usual manner and with reasonable care and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the data has been correctly indicated, and the Bidder is cautioned to take into account that conditions affecting the work may differ from those indicated.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics relating to this project. The Bidder agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession, because of any interpretations or misunderstanding on his part of this.
bid, or because of any failure on his part to fully acquaint himself with all conditions relating to the work. Permission for making borings, test pits, destructive tests or other investigations of subsurface conditions will be arranged for by the bidder upon receipt of a written approval by the Town.

CONSIDERATION OF PRIOR SERVICE
Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS
Addenda information will be available online at http://www.watertownct.org. Adobe Acrobat® Reader may be required to view this document. It is strongly suggest that Bidders check for any addenda a minimum of forty eight hours in advance of the bid deadline.

At the time of the opening of bids each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed (duplicate copy) to the Town of Watertown, Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective Bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under the bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of the bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.
An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as “no substitutions.” The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

**QUOTATION LIMITATION**
Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

**ESTIMATE OF WORK**
For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

**SAMPLES**
Samples of articles, when required shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder’s expense.

**WITHDRAWAL OF BID**
Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **11:30 a.m., Tuesday, July 23rd, 2019**. The successful agent/broker shall not withdraw, cancel or modify their proposal.
PERFORMANCE BONDS / PAYMENT BONDS

A performance bond is required and shall be in the amount of 100% of the bid award, in the name of the "Town of Watertown", in the form and with a surety company approved by the State Commissioner of banking and insurance, and issued within ten (10) calendar days of the bid award date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. This financial instrument shall be for the faithful performance of the contract, and shall be used at the sole discretion of the Town of Watertown to pay liquidated Damages for failure or refusal to perform in accordance with the contract. No withdrawals shall be made until after five (5) calendar days notice of noncompliance with the contract is sent by certified U.S. Mail. This in no way limits further actions the Town of Watertown may take.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

EXECUTION OF CONTRACT

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Purchasing Agent of the Town of Watertown, with the sureties offered by him or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State, in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the President and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect so to do, the Town may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Town. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

SUBCONTRACTORS

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town.
- Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.
Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar, as is practical in the performance of this project.

QUALIFICATION OF BIDDER
In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such 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 the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS
More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

DELIVERY
Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay, and shall proceed with the work diligently until project is completed.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.
PAYMENT
The successful bidder shall execute three (3) copies of the contract agreements. Monthly payments to the Bidder shall be made on ninety-five percent (95%) of the value of work completed, materials and supplies delivered to the site and properly stored. The successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment, and at time of final payment, prior to any payment made.

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as NET, if no cash or payment discount is shown.
The successful bidder shall submit invoices to the following address:

Town of Watertown  
Engineering Department  
61 Echo Lake Road  
Watertown, CT 06795

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

SALES TAX
Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

CARE AND PROTECTION OF PROPERTY
The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES
The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.
AWARD
The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:
- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- To reject any or all bids, or any part thereof.
- To waive any informality in the bids.
- The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidders business within the Town of Watertown in awarding this bid.
- To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

INSURANCE
A. General:
The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder’s obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder’s responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown, its employees, departments, boards, committees and commissions, as
an additional insured on all contracts except Worker’s Compensation and Professional Errors & Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder’s insurance representative(s).

B. **Specific Requirements:**

1. **Workers’ Compensation Insurance**
   The Bidder shall provide Workers’ Compensation Insurance required by law and the Employer’s Liability Insurance for at least the amounts of liability for Bodily Injury by accident of $100,000 each accident; Bodily Injury by Disease each employee of $100,000; Bodily Injury by Disease, policy limit of $500,000.

2. **Commercial General Liability Insurance**
   The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of $1,000,000 is required. The Aggregate Limit will be not less than $1,000,000.

3. **Business Automobile Liability Insurance**
   The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of $1,000,000 is required. “Any Auto” (symbol 1 or equivalent) is required.

C. **Hold Harmless & Subcontractor’s Requirements:**

The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown, its employees, departments, boards, committees and commissions, be named as Additional Insured on all subcontractor’s and independent contractor’s policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder’s employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.
D. Other Data:
NOTE 1: If Bidder is only a vendor shipping goods via Common Carrier only, General Liability is required.

NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.

NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

GUARANTEE
The bidder shall unconditionally guarantee for a period of one (1) year from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

REPAIRS FOR ONE (1) YEAR
The bidder's attention is especially directed to the Guarantee Section of the contract whereby two percent (2%) of the Contract amount will be retained for making repairs on the work, as may be required, during the guarantee period of one (1) year after the date of the final estimate.

PERMITS
When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town. The cost of local building permits will be assessed at sixteen cents per one thousand dollars of construction value as declared on the building permit application pursuant to State of Connecticut Statute Sec. 29-263 by the Town of Watertown. The successful contractor will be responsible for payment to the Town of Watertown Building Inspection Department.

NONDISCRIMINATION IN EMPLOYMENT
The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.
DISPUTE RESOLUTION
1. **Mandatory Negotiation.**
The parties agree that they will attempt to negotiate in good faith any dispute of any nature arising under this agreement. The parties shall negotiate in good faith at not less than two (2) negotiation sessions prior to seeking any resolution of any dispute by any means under Dispute Resolution provisions contained herein below. Each party shall have the right to legal representation at any such negotiation session.

2. **Mandatory Mediation.**
Any dispute or question arising under the provisions of this agreement, which has not been resolved under the mandatory negotiation provision, shall be submitted to non-binding mediation before one (1) mediator agreed upon by the parties or appointed by the American Arbitration Association. Mediation proceedings shall take place at any suitable location in Watertown, Connecticut and shall be conducted in accordance with the rules and procedures of the mediation then applicable of the American Arbitration Association. If an independent mediator is agreed upon by the parties, said independent mediator shall establish the rules of such mediation. Each party shall pay one half of all costs and expenses of such mediation. The parties shall use their best efforts to reach a good faith resolution of said dispute within ninety (90) days after the commencement of the mediation proceedings. Any decision of the mediator shall not be binding upon the parties except by agreement of the parties.

3. **Election to Begin Court Proceedings.**
Provided the parties have completed the mandatory negotiation proceedings and the foregoing provisions with respect to mediation notwithstanding, if either party determines that mediation is not an appropriate means to settle any such dispute, such party shall have the right to commence judicial proceedings for the purpose of settling any such dispute.

MECHANICS LIEN WAIVERS
The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment, and/or at time of final payment, prior to any payment made.

PRE-BID CONSTRUCTION MEETING
All bidders are invited to attend a Pre-Bid meeting for the purpose of viewing the proposed scope of services required, and obtaining information relating to the proposed project. The meeting is scheduled for 10:00 a.m. on Thursday, July 18th, 2019 at the Old Watertown Cemetery located on (Route 63) Main St. Watertown, CT. All attendees are encouraged to park on Depot St for safety and traffic purposes. No additional viewing appointments will be scheduled. Bidders are not required to attend this scheduled Pre-Bid Meeting; however, this will not relieve any responsibility of the Bidder.

For further technical or administrative information contact Jason Warner, Purchasing Agent at (860) 945-5260 or via email at warner@watertownct.org.
TOWN OF WATERTOWN  
WATERTOWN, CONNECTICUT  

TECHNICAL SPECIFICATIONS  

Main Street (Rte. 63) Cemetery Wall Replacement  
Watertown Public Works Department  

Bidders shall:  
• Provide a list of equipment available for the project  
• Provide a list of references for work performed over the last five years in the State of Connecticut  
• Provide a copy of OSHA 10 certification for each person working on project, including proposed subcontractors, if any.  
• List of approved subcontractors  

Project Description  

This project consists of the removal and proper disposal of approximately 65 cubic yards of rubble masonry wall and installation of 225 linear feet of steel picket fencing along the northerly edge of the Main Street Cemetery on Main Street (Connecticut Route 63) in Watertown, CT.  

TECHNICAL SPECIFICATIONS  

This project consists of removal and off-site disposal of the existing stone wall and provision of a new steel fence along the northerly edge. Special care must be taken not to damage or destroy any historic headstone or grave sites, which are immediately adjacent to work area. With prior arrangement, masonry removed may be disposed of at the Hamilton Avenue Transfer Station located at 11 Old Baird Road in Watertown, Connecticut between 6:15 a.m. and 2:15 p.m. Monday through Friday. All work is to be performed in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction, Form 817”, as supplemented and as amended below. It is expressly stated that the specific references to the Form 817 is for the technical requirements stated therein and that this project is not an 817 project nor are all of the other terms of the Form 817 applicable. There is no separate payment for mobilization, demobilization, material testing, saw cutting, dewatering and dust control or construction staking, but the cost of these items is to be carried in the unit prices bid. Extreme care must be taken not to damage or disturb adjacent historical grave stones. Contractor shall be solely responsible for repair of any headstones damaged during this operation.  

Traffic men:  
Uniformed Police Officers will not be required traffic control.
Description

Excavation, backfill and compaction for wall removal to grade and for posts for new fencing will not be measured or paid for separately, but shall be included in the unit price of the item. Contractor is responsible for dewatering, handling water and dust control, which cost shall be paid for in the price bid for other items. Test borings were not performed. Excess material is to be properly disposed of off-site and may be deposited at the Watertown Transfer Station located on Old Baird Road with prior arrangement during normal business hours.

Construction Methods

The excavation of trail material (including rock), in accordance with the Requirements of Article 2.02 of the Form 817, as amended. Surplus material is the responsibility of the Contractor. Processed gravel base – in accordance with the Requirements of Article 3.04 of the Form 817, as amended.

Method of Measurement and Payment

This work will not be measured or paid for separately for payment, but payment for this work shall be included in the item for which it is required.
TECHNICAL SPECIFICATIONS
TOPSOIL AND TURF ESTABLISHMENT

Description

The item for “Topsoil and Turf Establishment” shall include all labor, equipment and material necessary to strip and stockpile existing topsoil, provide new topsoil as required, respread stockpiled topsoil to line a minimum of five inches (5”) deep, depth and grade at the locations as shown on the plans or as directed by the Engineer, rake out all stones 1” and greater in size as well as roots and other objectionable material, seed and mulch in accordance with Articles 9.44 and 9.50 of the Form 817, as amended, at the unit price per square yard. Intent is to provide new grass in areas disturbed or exposed as a result of the existing wall removal.

Materials

Topsoil, fertilizer, seed, erosion control matting and mulch shall conform to the requirements of Section M.13 of the Form 817, as amended. Seed mixture proposed to be used shall be deemed suitable for use on a residential lawn.

Construction Methods

Topsoil and Turf Establishment - in accordance with Articles 9.44 and 9.50 of the Form 817, as amended,

Contractor shall restore topsoil, fertilize, water and seed until such time as the Engineer accepts the established vegetation growth.

Method of Measurement and Basis of Payment

This work will not be measured or paid for separately for payment, but payment for this work shall be included in the item for which it is required.
TECHNICAL SPECIFICATIONS
REMOVAL OF EXISTING MASONRY

Description

This item shall include the removal and satisfactory disposal of all walls constructed of dry masonry, cement rubble masonry or concrete, the removal of which is necessary for the final completion of the work in accordance with Form 817, Article 9.74, as amended. Special care shall be made not to damage or disturb the adjacent historic head stones or grave sites.

Construction Methods

Existing masonry shall be removed to the lines shown on the plans or as ordered by the Town, due precaution being taken to avoid injury to new construction or work to remain in place, public utility installations or abutting property. The material excavated shall be properly disposed of at an off-site location approved in advance by the Town. Material to remain to be constructed in the location and to the dimensions shown on the plans or as ordered by the Town.

Method of Measurement

Masonry removed under this item shall be measured for payment by the volume in cubic yards in place before the removal.
The frequency of intermediate measurements to develop the approximate cross-section shall be at the direction of the Town.

Basis of Payment

This work will be paid for as follows:

Contract unit price per each cubic yard for “Removal of Existing Masonry”, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to the removal and disposal as specified herein.
TECHNICAL SPECIFICATIONS
STEEL PICKET FENCE

Description

The item for “Steel Picket Fence” shall include all labor, equipment and material necessary to furnish and install steel picket fencing of the type and height specified to existing grade with concrete footings erected where indicated on plans or as directed by Town.

Materials

Posts:
Posts shall be set in Portland cement concrete acceptable to the Town Engineer.
Coating:
Steel posts and pickets shall be sandblasted to remove all mill scale and transported dry to finisher. From time of sandblasting to final finished coat, the parts shall only by personnel wearing clean gloves.
First paint coat is to be applied using Tiger Drylac Zinc Rich Primer - #69 90500 or equal approved by Town Engineer. Parts shall be immediately baked at 350 – 360 degrees Fahrenheit (part temperature) for a minimum of 15 minutes to allow powder to gel but not fully cure. Second coat to be Sherwin Williams Super Durable Polyester Powder # DBS3-60013 Exterior. Parts shall be immediately baked at 390 – 410 degrees Fahrenheit (part temperature) for a minimum of fifteen minutes to fully cure. Finish color shall be black.
Fence Horizontal Rails:
1 ½” X ½ steel rails that shall be square punched for pickets. Fence shall have two (2) horizontal rails per panel.
Pickets:
5/8” solid steel (A-500 Grade B or C) square pickets with quad winged finials 4 ¼” high with round tops that shall withstand hammer blows. Pickets shall be spaced at four inches (4”) and shall extend above and below the horizontal rails. Pre-finish color shall be black.
Posts:
2” X 3/16” wall, square posts. Posts shall have pyramid caps.
Bar Channel and Tubing:
A-36 Steel

Construction Methods

Install steel picket to line and grade indicated or as directed by Town Engineer. Fence shall not be “free racking” but shall be welded to follow the slope grade. There shall be no “stepping” of panels unless there is a wall or other vertical obstruction. Set posts in Portland cement footings acceptable to Town. Minimum footing diameter is 12 inches and depth is forty-two inches (42”) below grade. Install picket tops in accordance with manufacturer’s recommendations. All welding shall be done to industrial/Commercial standards and all fence panels must be removable for repair.
After installation, carefully inspect all paint finish and repair any scratches, nicks, dents or defects in accordance with manufacturer’s recommendations.

**Method of Measurement**

This work will be measured for payment by the following:

Number of linear feet of steel picket fencing, including concrete footings, pickets, and posts, measured from outside to outside of terminal posts, complete and accepted in place.

**Basis of Payment**

This work will be paid for as follows:

Contract unit price per each linear foot of “Steel Picket Fence”, complete and accepted in place, which price shall include all equipment, material, labor and work incidental to as specified herein.
PLEASE

IT IS A REQUIREMENT OF THIS BID THAT EACH PROPOSAL SUBMITTED MUST HAVE A DUPLICATE COPY ATTACHED.

YOUR COOPERATION IS APPRECIATED
TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

BID PROPOSAL

Main Street (Rte. 63) Cemetery Wall Replacement
Watertown Public Works Department

BID OPENING: 11:30 a.m., Tuesday, July 23rd, 2019

TO: Jason Warner, Purchasing Agent
   Town of Watertown
   Town Hall Annex
   424 Main Street
   Watertown, CT 06795

The undersigned, as bidder, agrees to furnish all labor, materials and equipment and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Town; to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM __________________________________________
   Name
   Street
   City State Zip Code

NAME __________________________________________
   Please Print

TELEPHONE NUMBER __________________________________________

FAX NUMBER __________________________________________

EMAIL ADDRESS __________________________________________

SIGNED __________________________________________ DATE _____________
PROPOSAL

The following items shall be provided in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction”, Form 817, as amended.

<table>
<thead>
<tr>
<th>Description/Unit Price</th>
<th>Estimated</th>
<th>Computed</th>
<th>Quantities</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item # 1 – Removal of Existing Masonry</td>
<td>The unit price of</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>_________________________ Dollars</td>
<td></td>
<td></td>
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<td></td>
<td>and _________________________ Cents</td>
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<tr>
<td></td>
<td>($ _____ ) per cubic yard (CY).</td>
<td>65 CY</td>
<td>$_______</td>
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</tr>
<tr>
<td>Item # 2 – Steel Picket Fence</td>
<td>The lump sum price of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>_________________________ Dollars</td>
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<tr>
<td></td>
<td>and _________________________ Cents</td>
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<tr>
<td></td>
<td>($ _____ ) per linear foot (LF).</td>
<td>225 LF</td>
<td>$_______</td>
<td></td>
</tr>
</tbody>
</table>

**Computed Total- Project** $________________________

**NOTE**: The Computed Totals are for convenience in initial comparison of bids and are not an official part of this Proposal. The Town reserves the right to eliminate any Item or portion of the work which it deems to be in its best interest.

Payment Terms _________________________________________________________________

Time to Completion __________________________ Working Days

Warranty _________________________________________________________________

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?

___ yes  ___ no
EXCEPTIONS TAKEN TO SPECIFICATIONS:

______________________________________________________________________________

______________________________________________________________________________

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**RECEIPT OF ADDENDA**

<table>
<thead>
<tr>
<th>ADDENDUM #</th>
<th>SIGNATURE</th>
<th>DATE</th>
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</thead>
<tbody>
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<td>2.</td>
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<tr>
<td>4.</td>
<td>____________________</td>
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</tr>
</tbody>
</table>

NAME OF BIDDER: ____________________________________________

OFFICIAL ADDRESS: __________________________________________

PHONE NUMBER: _____________________________________________

BY: __________________________________ TITLE: __________________
    (Please Print)

DATE:_______________________________________________________

SIGNATURE:_________________________________________________
PROPOSED SUBCONTRACTORS

FIRM __________________________________________________________________________

Name __________________________________________________________________________

Street __________________________________________________________________________

City __________________ State ________ Zip Code ________________________________

CONTACT _______________________________ TELEPHONE ______________________

Please Print

TYPE OF WORK TO BE PERFORMED __________________________________________________________________________

_____________________________________________________________________________________________

FIRM __________________________________________________________________________

Name __________________________________________________________________________

Street __________________________________________________________________________

City __________________ State ________ Zip Code ________________________________

CONTACT _______________________________ TELEPHONE ______________________

Please Print

TYPE OF WORK TO BE PERFORMED __________________________________________________________________________

_____________________________________________________________________________________________

FIRM __________________________________________________________________________

Name __________________________________________________________________________

Street __________________________________________________________________________

City __________________ State ________ Zip Code ________________________________

CONTACT _______________________________ TELEPHONE ______________________

Please Print

TYPE OF WORK TO BE PERFORMED __________________________________________________________________________

_____________________________________________________________________________________________
REFERENCES

The Bidder is required to fill out the following form to enable the Owner to make inquires and judgement as to the Bidder’s experience, skill, available financial resources, credit and business standing.

1. Number of years the Bidder has been in business as a General Contractor: _______________.

2. List three (3) projects of similar in nature to the project described herein that the Bidder has completed along with the approximate construction cost. Include the name, address and telephone number of a reference for each project.

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

3. List projects presently under construction by the Bidder, dollar volume of the Contract and percent completed.

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
4. Has the Bidder ever failed to complete work awarded to him; and if so, state where and why.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

5. Does the Bidder plan to sublet any part of this work; and if so, give details.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

6. List equipment the Bidder owns that is available for this project.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

7. List equipment the Bidder plans to rent or purchase for this project.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
8. If the Bidder has worked under the direction of a Consulting Engineer, list recent projects with the name, address and telephone number of the Consultant.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

9. List name, address and telephone number for the following:

Surety: __________________________________________________________

______________________________________________________________________________

Bank: _____________________________________________________________

______________________________________________________________________________

Major Material
Supplier: __________________________________________________________

______________________________________________________________________________