



*Town of Somers*  
*On-Call Drainage Bid*



*Town of Somers*  
*600 Main Street*  
*Somers, CT 06071*

*April, 2026*

## INVITATION TO BID

The Somers Town Clerk will receive Sealed Proposals for the referenced project at 600 Main Street, Somers, CT 06071, until May 27, 2026, until 11:00 A.M., when the bids will be opened.

Bids received after 11:00 A.M., May 27, 2026, **will not be accepted**.

The Town is soliciting an on-call contractor who can perform drainage system repairs on various roads in town. Contract items include, but are not limited to, the removal of curbs; the removal, replacement, resetting, and installation of catch basins and tops; the installation of lawn drains and drainage pipes; and pavement repair.

Should the bidder find any omissions, discrepancies, or errors in the specifications or other Contract Documents, or should they be in doubt as to the meaning of the specifications or other Contract Documents, they should immediately notify the Town, which may correct, amend, or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder, and no oral statement of the Town shall be effective to modify any of the provisions of the Contract Documents.

The Town of Somers may hold bids open for up to 60 days from the bid opening date to review bids and investigate bidders' qualifications before awarding the contract.

The right is reserved by the Town of Somers to reject any or all Bids, to waive any informalities or defects in Bids, and to make such time extensions as may be necessary to review and compare Bids, to obtain such supplemental information as may be necessary to review Bids and to accept Bid(s) that, in the judgment of the Town, will be in the Town's best interest.

Specifications are contained in this document and are available on the Town of Somers website at [www.somersct.gov](http://www.somersct.gov)

Questions may be emailed to Todd Rolland, Public Works & Emergency Management Director, [trolland@somersct.gov](mailto:trolland@somersct.gov).

## LEGAL NOTICE FOR BIDS

### TOWN OF SOMERS

The Town is soliciting an on-call contractor who can perform drainage system repairs on various roads in town. Contract items include, but are not limited to, the removal of curbs; the removal, replacement, resetting, and installation of catch basins, tops, and hoods; the installation of lawn drains and drainage pipes; and pavement repair.

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Specifications are contained in this document and are available on the Town of Somers website at [www.somersct.gov](http://www.somersct.gov).

## **INSTRUCTIONS TO BIDDERS**

All Bidders shall observe the following instructions:

### **PROPOSAL COMPLIANCE**

Bids must be submitted on the enclosed forms. Incomplete forms may disqualify the bid. The vendor's authorized Representative or agent must sign the bids.

The Town of Somers shall be the sole judge of whether any bid complies with these specifications, and such a decision shall be final. Bidders shall state any exceptions taken to the Bid specifications.

### **BID PROPOSAL/PRICE**

Each bid must be submitted on the prescribed form, and all blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Bid prices shall include all labor, materials, and equipment necessary to complete the work, as outlined in the contract documents or these specifications and instructions.

### **SALES TAX**

The Town of Somers is exempt from State or Federal taxes. The Bidder shall familiarize itself with current regulations of the State and Federal Tax Departments. The bid shall not include the tax on materials or supplies exempted by such regulations. The Town will furnish the successful Bidder with a sales tax exemption number.

### **WITHDRAWAL OF BIDS**

Bids may be withdrawn personally or in writing (letter form or emailed) by the bidder in time for delivery in the normal course of business before the time fixed for opening. Once bids are opened, the prices shall remain firm for sixty (60) days thereafter.

### **RIGHT OF REJECTION**

The First Selectman, their designee, or Department Head, may reject or accept any and all bids in whole or in part or waive any informality in bids received if, in their opinion, it is in the best interest of the Town to do so.

### **QUALIFICATIONS OF BIDDER**

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Town with all such information 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 the vendor, fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

### **QUANTITIES**

For bidding purposes, the work has been subdivided into unit-price items. The quantities listed are estimates; therefore, the Town does not expressly or by implication agree that the actual quantities will correspond. The Town reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated on the bid form as may be deemed necessary.

### **ERRORS, INTERPRETATIONS, AND ADDENDA**

Should the bidder find any omissions, discrepancies, or errors in the specifications or other Bid Documents, or should they be in doubt as to the meaning of the specifications or other Bid Documents, they should immediately notify the Town in writing or via email, which may correct, amend, or clarify such documents by a written interpretation or addendum. All information given by the Town, except by written addenda, shall be informal and shall not be binding upon the Town, nor shall it furnish a basis for legal action by any bidder against the Town.

### **TRADE NAMES OR SUBCONTRACTING**

Should brand-name/trade-name items appear in these specifications, the bidder may use other brand-name/trade-name items of equal or better quality. Any material, article, or equipment of other manufacturers that will perform adequately the duties imposed by the general design will be considered equal, provided it is, in the opinion of the using agency and Public Works & Emergency Management Director, of equal substance and function.

### **FAMILIARITY WITH LAWS, SITE CONDITIONS, AND DOCUMENTS**

Information related to existing conditions is based on limited investigations. It is intended only to provide an approximate indication of the field conditions to be anticipated. It is not warranted to indicate the true conditions or distribution of quantities. It shall be solely the contractor's responsibility to investigate and determine actual field conditions.

Each bidder must be familiar with and comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State, and Local Laws, Ordinances, or Regulations relating to the furnishing of the equipment, material, or services per the Contract.

Before preparing their proposal, each bidder shall thoroughly familiarize themselves with all conditions of the bid documents and specifications. The submission of a proposal shall be construed as an assurance that such examination has been made, and the failure of the bidder to familiarize themselves with conditions related to the specifications shall not relieve any bidder from any obligation regarding this bid.

### **AWARD**

The town intends to award the contract to the lowest responsible and qualified bidder, provided the bid has been submitted in accordance with the bidding documents and does not exceed the available funds.

A Notice of Acceptance of the Bid will be sent to the successful bidder at the email address listed in the Bid. If, within fifteen (15) calendar days immediately after receipt of the Notice of Acceptance of Bid, the successful bidder fails or refuses to deliver the required Contract Forms referenced in the Acceptance Notice at the option of the Town, the contract shall become null and void. The Town may proceed to accept another Bid.

The bidder awarded the contract shall start work under this contract and shall continue to completion with all practical dispatch and regularity. Work shall be started and completed within the time stated by the Contractor in the contract.

**INSURANCE REQUIREMENTS**

Commercial General Liability	\$1,000,000 per occurrence for bodily injury/property damage
General Liability Conditions	Liability coverage must be written on form ISO form CG 00 01 or equivalent, and <u>must include</u> coverage for: Liability from premises and operations. Liability from actions of independent contractors. liability from products/completed operations liability assumed by contract Liquor liability or host liquor liability as applicable.  The Town of Somers and the Board of Education must be named as additional insureds on the user's CGL policy with form CG 20 11 or an equivalent.
Automobile Liability (if applicable)	\$1,000,000 per accident for bodily injury/property damage, covering all owned, hired & non-owned vehicles
Workers' Compensation	Statutory
Employers Liability	\$500,000 each accident
Umbrella Liability	May be required depending on the function.

**CERTIFICATES OF INSURANCE SHOULD INCLUDE THE FOLLOWING**

Designate the Town of Somers, 600 Main Street, Somers, CT 06071 (the "Town") as the certificate holder.

1. Provide that the Town shall be notified at least 30 days in advance of cancellation or change in coverage.
2. The Town of Somers, its officers, officials, agents, and employees must be named as an additional insured on the General Liability Policy, with the specific endorsement indicated.

Certificates must be current and show coverage is in force for the season. If necessary, renewal certificates must be provided before any policy expires. Insurance requirements must be met. Receipt of a non-compliant certificate, other documentation of insurance, or policies by the Town or any of its representatives, does NOT constitute a waiver of the obligation of the Group or Organization to fulfill the insurance requirements of the Town.

## BID FORM

ISSUED: **April 30, 2026**

TIME OF BID OPENING: **11:00 AM**

PRE-BID CONFERENCE: **None**

DATE OF BID OPENING: **May 27, 2026**

LOCATION OF BID OPENING: **Town of Somers Town Hall**

SUMMARY OF DESCRIPTION OF BID: **On-Call Drainage Bid**

**PROPOSAL OF:** \_\_\_\_\_

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

\_\_\_\_\_

**Name and Title of authorized agent:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

To furnish all labor, materials except as noted, tools, and appliances required to complete the work as noted below, and in conformity with the bid documents.

Per the Legal Notice request for bids for the construction of the above-noted project, the following bid is submitted:

I/We Hereby Certify that \_\_\_\_\_

the only person or persons interested in this proposal as principals, that it is made without collusion or connection with any person, firm, or corporation; that an examination has been made of the specifications contained herein, propose to furnish all necessary equipment, tools, labor, and other means of construction, to furnish all materials specified in the manner and at the time prescribed.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# BID FORM

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LOCATION OF BID OPENING: **Town of Somers Town Hall**

PRE-BID CONFERENCE: **None**

SUMMARY OF DESCRIPTION OF BID: **On-Call Drainage Bid**

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Bit Curbing Removal	<u>Lineal Feet</u>	<u>\$</u>
6" Bit Curbing Installation	<u>Lineal Feet</u>	<u>\$</u>
3" Bit Pavement Removal	<u>Square Feet</u>	<u>\$</u>
3" Class II Bit Pavement Installation	<u>Square Feet</u>	<u>\$</u>
Replace Type "C" CB Top	<u>Each</u>	<u>\$</u>
Replace Type I or Type II CR Top	<u>Each</u>	<u>\$</u>
Abandon CB or Man Hole	<u>\$</u> <u>LF</u>	<u>\$</u>
Remove & Replace CB 0' – 10' Deep	<u>\$</u> <u>LF</u>	<u>\$</u>
Remove & Replace Over 10' Deep	<u>\$</u> <u>LF</u>	<u>\$</u>
Replace Type I or Type II CR Top	<u>\$</u> <u>LF</u>	<u>\$</u>

### REFERENCES

The Bidder is required to fill out the following form so that the Town of Somers can make inquiries and judge 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 two (2) projects of a similar nature to the project described herein that the Bidder has completed, with the name, address, and telephone number of a reference for each project. Include approximate construction cost:

Project: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_ Cost \$ \_\_\_\_\_

3. List projects presently under construction by the Bidder, dollar amount of the contract, and percent completed:

Project: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_ Cost \$ \_\_\_\_\_

Project: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_ Cost \$ \_\_\_\_\_

## **GENERAL CONDITIONS**

All Bidders shall observe the following instructions and specifications:

### **1. SPECIFICATIONS AND CONTRACT DRAWINGS SUPPLEMENTAL**

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been outlined in both, so that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Town of Somers Director of Public Works or Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Town of Somers Director of Public Works or Inspector. From time to time during the progress of the work, the Town of Somers Director of Public Works or Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

### **2. CORRECTION OF ERRORS AND OMISSIONS**

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the importance of anything contained in either, the explanation and decision of the Town of Somers Public Works Director or Inspector shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Town of Somers Director of Public Works or Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Town of Somers Director of Public Works or Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Town of Somers Director of Public Works or Inspector. The effect of such corrections shall date from the time that the Town of Somers Director of Public Works or Inspector gives due notice thereof to the Contractor.

### **3. TOWN OF SOMERS DIRECTOR OF PUBLIC WORKS OR INSPECTOR'S DECISION**

All work under this Contract shall be done to the satisfaction of the Town of Somers Director of Public Works or Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans, and Specifications. The determination of the Town of Somers Director of Public Works or Inspector in all such matters shall be final and binding upon the parties thereto.

### **4. INSPECTION OF WORK**

It is agreed that the Town of Somers may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Town of Somers Inspector or agents, for the purpose of determining, in the Town's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given by the Contractor all facilities and assistance required to carry out their inspection work.

## **5. OBLIGATION OF THE CONTRACTOR**

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

## **6. NONDISCRIMINATION IN EMPLOYMENT**

The Contractor agrees and warrants 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.

## **7. PERSONAL ATTENTION AND COMPETENT WORKMEN**

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Town of Somers Director of Public Works or Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Town of Somers Director of Public Works or Inspector and who shall not be changed, except with the consent of the Town of Somers Director of Public Works or Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given to such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful people to do the work, and whenever the Town of Somers Director of Public Works or Inspector shall notify the Contractor in writing that any person on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it, except with the consent of the Town of Somers Director of Public Works or Inspector.

## **8. LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor and each and every one of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Town of Somers. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any materialmen, whatsoever.

## **9. OSHA/FEDERAL REGULATIONS**

Contractors are responsible for meeting all OSHA/Federal requirements, including but not limited to hearing protection, Hazardous material regulations, bloodborne pathogen regulations, breathing apparatus regulations, confined space entry regulations, drug and alcohol testing for CDL drivers, etc.

## **10. PERMITS**

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations, and Municipal, County, State, or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations, and shall protect and indemnify the Town of Somers and its representatives and agents against any claim or liability arising from, or based on, any violation of the same.

Permits, licenses, and temporary easements necessary for the prosecution of the work shall be secured and paid for by the Contractor. Property and easements for permanent structures or permanent changes in existing facilities shall be secured or paid for by the Town. No permit fee will be assessed for work within the Town right-of-way.

## **11. ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Somers harmless from loss when a particular manufacture, product, or process is specified by the Town of Somers.

## **12. GUARANTEE**

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Town of Somers Director of Public Works or Inspector is formally approved by the Town of Somers. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

## **13. INDEMNIFICATION/HOLD HARMLESS**

The contractor shall at all times indemnify and save harmless the Town of Somers, State of Connecticut, its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Somers or (a) officers, agents and employees of the State of Connecticut or (b) the contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his subcontractor or material man or by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment of defective design in constructing or in performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town of Somers and the State of Connecticut for damage to property of the Town of Somers and the State of Connecticut caused by the contractor, or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them.

The contractor shall hold and save the Town, the State, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract, including its use by the Town and the State unless otherwise specifically stipulated in this bid.

#### **14. NO WAIVER OF RIGHTS**

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Town of Somers or of the Town of Somers Director of Public Works or Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Town of Somers Director of Public Works or Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Town of Somers or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

#### **15. MANDATORY NEGOTIATION**

Contractor and the Town of Somers agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute via arbitration. Each party shall have the right to legal representation at any such negotiation session.

#### **16. VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Town of Somers Director of Public Works or other representatives of the Town of Somers, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, the written Agreement.

#### **17. VALIDITY OF AGREEMENT**

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

#### **18. RISK OF LOSS**

The Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein that occurs prior to acceptance. Such loss, injury, or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

#### **19. VERIFICATION OF DATA**

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Instructions to Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Town of Somers, its officers, agents, nor employees are to be held responsible for the data or information given relative to said quantities, nor that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding regarding the character or amount of work to be done and materials and labor to be furnished.

## **20. ASSIGNMENTS**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided therein, or of his right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the Director of Public Works or his authorized agent. If any part of the work is sublet, sold, transferred, assigned, or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

## **21. COMPLETION OF WORK BY TOWN OF SOMERS**

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Town of Somers shall believe that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the Town of Somers may extend the completion of the Contract may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Town of Somers shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Town of Somers out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Town of Somers within five (5) days of written demand, therefore, and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the Town of Somers shall pay such difference to the Contractor within five (5) days of written demand.

## **22. DELAYS OR TERMINATION BY GOVERNMENTAL AUTHORITIES**

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Town of Somers to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP, or any other State or Federal agency, no additional compensation will be made by the Town of Somers to the Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment.

### **23. PAYMENT**

Invoices shall be furnished to the Director of Public Works for verification and approval of the amount due the Vendor. Final payment will not be made until the Town of Somers has accepted all vehicles, equipment, materials, or services. After the Town Director of Public Works's approval/acceptance, payment shall be made within 30 days. Late payments will not be accepted until 45 days after approval/acceptance. Terms and conditions other than those noted above must be stated on the bid. A **5% retainage** of payments covering the guarantee period of one year from the date of acceptance shall be held prior to the release of the Performance Bond.

### **24. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY**

The Contractor shall provide and maintain all necessary watchmen, barricades, flashing lights, and warning signs, and take all necessary precautions to protect the public. He shall continuously maintain adequate protection of all work against damage. He shall take all reasonable precautions for the protection of the Town from injury or loss arising in connection with this Contract. He shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Town. He shall adequately protect adjacent private and public property, as provided by Law and the Contract. No direct payment will be made for this item. Erosion controls may be requested if conditions warrant, as determined by the Director of Public Works.

### **25. CLEANING UP**

The Contractor must remove all debris of every description as the work progresses, leaving the surroundings in a neat and orderly condition to the satisfaction of the Director of Public Works. Upon completion, and before acceptable and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish, and miscellaneous debris and leave the site in a neat and presentable condition.

### **26. EXISTING IMPROVEMENTS**

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated in the specifications or drawings. It will be the responsibility of the Contractor to restore, as nearly as practical, to their original condition all improvements on public or private property.

The Contractor shall give ample notice to the various utilities so that the Contractor shall cooperate and coordinate his work so that the least interference is caused by the utilities. The Contractor shall support all uncovered utility lines resulting from trench excavation. All utility locations shown on the plan are approximate. Final depths and locations should be coordinated between the contractor and the utility company.

### **27. SAFETY DATA SHEETS**

Contractors will be responsible for obtaining or creating a list of hazardous chemicals and the Safety Data Sheets for the materials their contractors or employees use or deliver in the course of their work.

### **28. RIGHT OF THE TOWN OF SOMERS TO TERMINATE CONTRACT**

Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Town, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Town, shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Vendor, or by any of his Subcontractors, the Town may serve written notice upon the Vendor of his intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Vendor.

If the contract is terminated, the Town of Somers reserves the right to award the contract to the next-lowest responsible bidder. In either event, the defaulting contractor (or his surety) shall be liable to the Town for costs to the Town in excess of the defaulted contract prices.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 1**

#### **1. Scope**

The solicitation intends to obtain a contractor to perform catch basin and drainage repairs/replacements. Bid items shown in the bid form are to obtain a bid unit price only; there is no guarantee that each bid item will be used. The Town reserves the right to increase and/or decrease bid quantities as needed.

#### **2. Work Limits**

Contract limit shall be determined in the field by the Director of Public Works or his/her authorized agent. Any areas disturbed outside this area by the contractor are the contractor's responsibility.

#### **3. Work Hours**

Monday through Friday between 7:00 am and 4:30 pm.

#### **4. Permits**

All construction on State Highways' rights-of-way will require permits from the Connecticut Department of Transportation. All construction on Town rights-of-way will require permits from the Town of Somers. The Town shall obtain the CTDOT permit. Fees will be waived for work on town roads.

#### **5. Call Before You Dig**

The contractor is responsible for notifying Call Before You Dig (811) prior to any on-site or off-site excavation.

#### **6. Maintenance and protection of Traffic**

The Contractor shall take all proper precautions to protect from injury or unnecessary interference and provide proper means of access in the event driveway access is cut off by the Contractor. The Contractor shall take all proper precautions to protect people from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants. The Town shall be held harmless for any claims against the Contractor.

The contractor shall barricade all excavated areas.

## **7. Traffic Control**

When excavation, construction or repair of or on any public roadway, street or sidewalk, or the destruction of any building within the Town of Somers, (herein after referred to as "Repair Work") creates or may create a hazard or inconvenience to vehicular or pedestrian traffic or in any way causes or may cause a hazard to the public safety, the Police Administrator, Director of Public Works or Director of Land Use may direct the person(s) so engaged to provide uniformed Police Officers, Certified Flaggers or appropriate barricades with barricade warning lights.

This rule requires the use of uniformed Police Officers for traffic control on the following principal roads: Route 190 (Main Street); Route 83 (Springfield Road/South Road); Avery Road; Battle Street; Billings Road; Egypt Road; Field Road; Four Bridges Road; George Wood Road; Gulf Road; Hall Hill Road; Maple Street; Mountain View Road; Ninth District Road; Pinney Road; Pioneer Heights; Sokol Road.

## **SECTION 2**

1. All work done under these specifications is to be accomplished in accordance with the applicable provisions of the State of Connecticut Department of Transportation specifications entitled Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction.
2. All bid items listed shall include all materials, tools, equipment, and labor incidental thereto, but not limited to saw cut, removal, disposal, excavation, backfill, bedding mortar, and couplings necessary to complete each item. Measurement of all items and payment thereof shall be based on the actual quantity completed in place and accepted, multiplied by the contract unit price. Lump sum priced bid items shall include all materials, tools, equipment, and labor incidental thereto necessary to complete that item.

## **SECTION 3**

### **1. Replace Catch Basin Top**

This item shall consist of the replacement of an existing catch basin top, complete in place, of the specified type. Work shall include but not be limited to: cutting, removal, and disposal of pavement; excavation; removal and disposal of existing catch basin top; setting new catch basin top of type specified and backfilling with suitable pervious material to proper line and grades as shown on the plans or as directed by the Director of Public Works. **NOTE: THERE WILL BE NO PAYMENT FOR ACTUAL CATCH BASIN TOPS AS THE TOWN WILL SUPPLY THE TOPS REQUIRED.**

### **2. Abandon Catch Basin or Manhole**

This item shall consist of the removal of an existing catch basin or manhole, complete in place of the type specified. Work shall include but not be limited to: cutting, removal, and disposal of pavement; excavation; removal and disposal of existing catch basin or manhole; and backfilling with suitable pervious material to proper line and grades as shown on the plans or as directed by the Director of Public Works.

### **3. Remove / Replace Catch Basin**

This item shall consist of the removal of an existing catch basin and replacing it with a new catch basin, complete in place of the type specified. Work shall include but not be limited to: cutting, removal, and disposal of pavement; excavation; removal and disposal of existing catch basin; supply and set new catch basin of the type specified and backfilling with suitable pervious material to proper line and grades as shown on the plans or as directed by the Director of Public Works.

**4. Remove / Replace Existing Drain Pipe**

This item shall consist of the removal and replacement of existing drainage piping of the specified diameter, complete in place. Work shall include but not be limited to: cutting, removal and disposal of pavement, excavation including removal and disposal of existing pipe, pipe bedding, installation of ADS N-12 (or approved equal) high density polyethylene (HDPE) pipe of diameter specified; backfill with suitable pervious material and placement of processed stone base to proper line and grades as shown on the plans or directed by the Director of Public Works. Installation shall be in accordance with the pipe manufacturer's specifications.

**5. Install HDPE Pipe**

This item shall consist of the installation of new high-density polyethylene (HDPE) drainage piping of the specified size, complete in place. Work shall include but not be limited to: cutting, removal, and disposal of pavement, excavation, pipe bedding, and installation of ADS N-12 (or approved equal) HDPE pipe of diameter specified; backfill with suitable pervious material and placement of processed stone base to proper line and grades as shown on the plans or directed by the Director of Public Works. Installation shall be in accordance with the pipe manufacturer's specifications (shown in the plans).

**6. Underdrain**

This item shall consist of the installation of an underdrain of the specified type and size, and its connection to the Town drainage system, complete in place. Work shall include but not be limited to: cutting, removal and disposal of pavement, excavation, supply and installation of perforated high density polyethylene (HDPE) pipe if size specified; wye or tee fittings if needed, filter fabric, ¾" stone, connection to catch basin, backfill with suitable pervious material and placement of processed stone base to proper line and grades as shown on the plans or directed by the Director of Public Works. Installation shall be in accordance with the pipe manufacturer's specifications (shown in the plans). Payment will be made at the unit price per linear foot for the specified "Underdrain" size, which price shall include all materials, tools, equipment, and labor incidental thereto.

**7. Temporary Patch**

This item shall consist of the temporary patching and curbing of any paved surfaces disturbed during construction with Class I bituminous concrete. The patch shall be placed within 2 ½" of the existing grade. The thickness of the patch shall meet the thickness of the existing binder course, but in no case shall it be less than 2". All patching shall be in accordance with the details shown on the plans. The quantity of material to be included for payment will be determined by the net weight, in tons, from the summation of the weigh slips of bituminous concrete to be collected by the inspector. Payment will be made at the unit price per ton "Temporary Patch", which price shall include all materials, tools, equipment, and labor incidental thereto.