

TOWN OF LEDYARD, CONNECTICUT
BID # 2011-08
TOWN GREEN IMPROVEMENTS
BID PROPOSAL FORM

Project Description:

Furnish all labor, materials, components, services, and tools necessary to complete all work for site improvements as depicted and detailed in the attached drawings and subject to future addenda.

Site improvements at the Town Green, Colonel Ledyard Highway, Ledyard, CT shall include but are not limited to: Concrete paver paving, Stonedust paving, Granite steps, Wood and metal fencing, Stonewalls, Sign relocation, Bench, Concrete curbing, Earthwork, Topsoil and final grading, Lawn seeding, Bed prep, Planting, and Mulching.

Date 4/18/11

PROPOSAL OF

All Seasons Landscaping, Inc
Bidder's Name

762 North Mountain Road Newington, CT 06111
Bidder's Address

860-953-2471 860-953-2473 Fax
Bidder's Phone and Fax Numbers

[Signature] LOW LaVecchia
Signature

TO: TOWN OF LEDYARD, CONNECTICUT

1. Pursuant to, and in compliance with your invitation to bid for **Town Green Improvements**, the undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Documents propose to furnish labor and materials, installed as required, for the above-named project, furnishing all necessary equipment, machinery, fuel, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed, according to the full scope of Technical Specifications, together with all addenda issued by the Town and received prior to the scheduled closing time for the receipt of bids, and in conformity with the requirements of the Town of Ledyard and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of bids stated in this proposal.

BASE BID: All Seasons Landscaping Inc.

I will furnish all labor, materials, equipment, and services necessary to perform the work required for the above referenced bid package for the lump sum price of:

\$ 175,195.00 (One Hundred Seventy Five Thousand, One Hundred Ninety Five dollars and zero cents)

Proposed Construction Start Date: 5/2/11

I have examined the bid documents and existing site and building, visited the site, and submit this bid.

Signed [Signature]

Date 4/19/11

ALTERNATE BIDS:

Show line item amount to be added or deducted from base bid for each alternate bid

Alternate Bid No. One: Deduct Concrete curbing as detailed. Replace with sloped grade transition.

\$- 3,833.00 (Deduct Three Thousand Eight Hundred Thirty Three dollars and zero cents)

Alternate Bid No. Two: Add Water Fountain, including underground water service & meter.

\$- + 4,100.00 (Add Four Thousand One Hundred dollars and zero cents) location per plan b.d.

Alternate Bid No. Three: Add Perennial Plantings including material, labor, bed prep and mulch.

\$- + 3,465.00 (Add Three Thousand Four Hundred Sixty Five dollars and zero cents)

Alternate Bid No. Four: Deduct Historical Sign Relocation; concrete sono tubes shall remain in base bid as detailed

\$- #175.00 (Deduct one hundred and seventy five dollars, zero cents)

UNIT PRICES:

The following unit prices shall be used for additions or deletions from the contract. Each unit price shall include all costs necessary for installation as detailed.

Item	Description	Unit	Unit Price
1	Topsoil - high quality screened - Installed	CY	\$ 25.00
2	Concrete Pavers - Installed	SF	\$ 22.00
3	Stone Dust Paving - Installed	SF	\$ 4.00
4	Granite Steps - Installed	EA	\$ 750.00
5	Stone Wall - Installed	SFF	\$ 36.00
6	Concrete Curb - Installed	LF	\$ 64.00
7	Wood and Wire Fence - Installed	LF	\$ 140.00
8	Honey Locust - Installed	EA	\$ 590.00
9	October Glory Maple - Installed	EA	\$ 810.00

All work shall be completed in accordance with the Construction Schedule.

Contractor Note:

The undersigned agrees, if awarded the Contract, to execute and fully complete all work in accordance with the Information To Bidders. The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Contractor acknowledges the receipt of the following Addenda;

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Contractor understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Contractor agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By _____
(Title) Director of Operations

762 North Mountain Rd
(Business Address) Newington, CT 06111

860-953-2471
(Telephone Number)

=====

2. Mandatory Pre-Bid Conference

A. A mandatory pre bid conference will be held on April 11, 2011 at 10:00 AM at the Ledyard Fairgrounds, adjacent to the Ledyard Center School

3. INSTRUCTIONS TO BIDDERS

A. The Total Bid price of this proposal includes all work indicated on the Project Plans and/or as described in the Technical Specifications.

B. Bids must be submitted in sealed envelopes addressed to Director of Finance, Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339, and are to be endorsed in the lower left-hand corner as follows:

“SEALED BID # 2011-08: Town Green Improvements”

C. In submitting this Bid, Bidders agree to hold their bid open for 60 days after the actual bid opening date.

D. Any bid once deposited with the Town of Ledyard may only be withdrawn by letter of request, signed by the depositing Bidder, and presented to the Director of Finance of the Town of Ledyard prior to the time of scheduled bid opening for the project.

E. Bids shall be submitted only on the prepared forms furnished by the Town of Ledyard for this specific project. Any bid showing any omission, alteration in form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected. Any bid received after the scheduled closing time for bid receipt will be returned to the bidder unopened.

F. The Town of Ledyard, Connecticut, reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, and to accept or reject any part of any bid, and to reject all bids and to again invite bids.

G. Bidders shall complete and fill out all blanks in the attached Statement of Bidder's Qualifications.

4. CONTRACT AWARD

A. For purpose of Award, consideration will be given only to proposals submitted by qualified and responsible bidders, as determined on the basis of successful completion of similar stormwater drainage projects elsewhere.

- B. Subject to the rights reserved to the Town of Ledyard, the Award will be made on the basis of the lowest responsive Total Bid, which is a summation of all bid items.
- C. Within sixty (60) days after the opening of the bids, the Town will accept one of the bids or reject all bids. Notice of Award will be in writing and mailed to the address designated in the proposal. The notice shall contain appropriate instructions regarding all bonds and certificates of insurance that may be required.

5. CONNECTICUT SALES & USE TAX EXEMPTION

The Town of Ledyard is exempt from tax on material, supplies and labor per Conn. General Statutes, section 12-412(a). Connecticut sales or use taxes shall not be included as part of any bid.

6. CONTRACT SCHEDULES

The selected Contractor shall fully complete all work in accordance with the project schedule.

7. CONTRACTOR'S INSURANCE REQUIRED

The Contractor must carry insurance under which the Town is named as an additional insured, as follows:

- A. Worker's Compensation - as required by State statute.
- B. Commercial Liability as follows:
 - \$ 2,000,000 -- General Aggregate
 - \$ 2,000,000 -- Products Completed Operations Aggregate
 - \$ 1,000,000 -- Personal & Advertising Injury
 - \$ 1,000,000 -- Each Occurrence Bodily Injury & Property Damage
 - \$ 100,000 -- Fire Damage, Any One Fire
 - \$ 5,000 -- Medical Payments, Any One Person Including Explosion Collapse & Underground
- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment. Certificates of Insurance do not have to be submitted as part of the bid, however they must be submitted to the Director of Planning within ten (10) days after the Notification of Award. Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this Contract.

8. INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its respective officers, agents and employees on account of any 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 Ledyard 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 men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or 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 Ledyard for damage to property of the Town of Ledyard 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.

9. CONTRACTOR'S PAYMENT

All of the work shall be performed according to the Project Plans & Technical Specifications, and shall be inspected and approved by the Town of Ledyard's Planning Director prior to any payments for the work. With the exception of provisional items, no work will be measured for payment; all work will be paid in accordance with the bid lump sum prices. Any labor or materials incidental to the completion of each lump sum item shall be considered in the cost of each item.

10. FINAL PAYMENT REQUISITION

The Contractor shall provide proof to the Town's Planning Director that all of the Contractor's Subcontractors and Material Suppliers have been fully paid for all work and materials furnished on this project. Upon receipt of the above proof, the Town's Planning Director will approve the final payment requisition from the Contractor.

11. PERFORMANCE AND LABOR & MATERIALS BOND

A Performance Bond in the full amount of the bid and a Labor and Materials Bond in the same amount will be required from the successful bidder for the faithful performance of the Contract if the contract amount is greater than twenty-five thousand (25,000) dollars. The Bonds must be made out in favor of the Town of Ledyard and executed by a Surety Company authorized to do business in the State of Connecticut. In lieu of the above Bonds, alternate surety in the same amount, in the form of a secured passbook, if acceptable to the Town Treasurer, may be substituted. The security must be posted and accepted within five (5) days of the notification of award and prior to the commencement of any work under the Contract.

12. EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

The Contractor and all Subcontractors agree to provide equal opportunities to all qualified persons solely on the basis of job-related skills, ability and merit, and to take affirmative action to ensure that qualified applicants are employed and that employees are treated during their employment without regard to race, color, religion, gender, national origin, ancestry, age, physical disability, marital status, or mental retardation. Contractors and Subcontractors shall make good faith efforts to comply with all Federal and State laws, and with the Town of Ledyard policy, regarding equal opportunities in employment and affirmative action, pursuant to the Connecticut General Statutes, Section 46a-60, et. seq.

This project is funded by a grant from the State of Connecticut and is subject to the attached Terms / Conditions

13. Prevailing Wages

The project construction estimate exceeds \$100,000 and is subject to State Prevailing Wage requirements. A current wage determination is available at www.ledyardct.org . The contractor will be required to submit certified payrolls with billing and to comply with applicable State requirements.

-- END OF SECTION --

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM

I, Louis LaVecchia of All Seasons Landscaping Inc.
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the All Seasons Landscaping Inc.
Company Name
762 North Mountain Road
Street
Newington, CT 06111
City

and all of its subcontractors will pay all workers on the
Town Green Site Improvements # 2011-08
Project Name and Number
Colonel Ledyard Highway, Ledyard
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

[Signature]
Signed

Subscribed and sworn to before me this 19 day of April, 2011.

[Signature]
Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

my Commission Expires
12/31/15

Rate Schedule Issued (Date): 4/17/11

WORKFORCE ANALYSIS

Contractor Name: All Seasons Landscaping Inc. Total number of CT employees: _____
 Address: 762 North Mountain Rd Full-time 13 Part-time 0
Newington CT 06111

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

JOB CATEGORIES	OVERALL TOTALS (sum of all cols male & female)	WHITE (Not of Hispanic origin)		BLACK (Not of Hispanic origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER. INDIAN OR ALASKAN NATIVE		PEOPLE WITH DISABILITIES	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials & Managers	2	2											
Professionals													
Technicians													
Sales Workers													
Office & Clerical	3		3										
Craft Workers (Skilled)													
Operatives (Semi-skilled)	2	2											
Laborers (Unskilled)	6	4		2									
Service Workers													
TOTALS ABOVE	13	8	3	2									
TOTALS ONE YEAR AGO	10	8	1	1									
FORMAL, ON-THE-JOB TRAINEES (Enter figures for the same categories as shown above)													
Apprentices													
Trainees						1							
EMPLOYMENT FIGURES WERE OBTAINED FROM: <u>(VISUAL CHECK)</u> EMPLOYMENT RECORDS OTHER: _____													

1. Have you successfully implemented an Affirmative Action Plan? Yes No
 Date of implementation 2005 If the answer is "No", explain.

- 1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
 Yes No Not Applicable Explanation:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive? Yes No Not Applicable Explanation:

3. According to BEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? Yes No Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
 Yes No Explanation:

 Contractor's Authorized Signature

4/19/11
 Date

CHRO - CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71 of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidder's" form.

Signature

4/19/11

Date

On behalf of:

All Season's Landscaping Inc

PROJECT NO. 2011-08