

**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 4-19-11

PROPOSAL OF

YARD WORKS INC

Bidder's Name

1309 WARWICK AVE WARWICK, RI 02888

Bidder's Address

401-463-9133 OFC 401-490-3806 FAX

Bidder's Phone and Fax Numbers



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:**

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:

\$ 193,140.00

Proposed Construction Start Date: 5/15/11

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

Signed 

4/19/11  
Date

**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.

\$- 1,600.00

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

\$- 6,000.00

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

\$- 2,700.00

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

\$- 600.00

**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   | \$ 31.00   |
| 2    | Concrete Pavers - Installed                 | SF   | \$ 18.00   |
| 3    | Stone Dust Paving - Installed               | SF   | \$ 2.00    |
| 4    | Granite Steps - Installed                   | EA   | \$ 1500.00 |
| 5    | Stone Wall - Installed                      | SFF  | \$ 60.00   |
| 6    | Concrete Curb - Installed                   | LF   | \$ 18.00   |
| 7    | Wood and Wire Fence - Installed             | LF   | \$         |
| 8    | Honey Locust - Installed                    | EA   | \$ 710.00  |
| 9    | October Glory Maple - Installed             | EA   | \$ 650.00  |

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. M/K, 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 Kevin J. Fox - President

(Title)  
1309 WARWICK AVE  
WARWICK, RI 02888

(Business Address)

401-463-9133

(Telephone Number)

(SEAL - if bid is by a corporation)

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## 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](http://www.ledyardct.org) . The contractor will be required to submit certified payrolls with billing and to comply with applicable State requirements.

**-- END OF SECTION --**

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Yard Works, Inc. of 1309 Warwick Avenue, Warwick, RI 02888

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the First National Insurance Company of America,

of 1001 4th Avenue, Suite 1700, Seattle, WA 98154, a corporation duly organized under

the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Ledyard, Director of Finance, 741 Colonel Ledyard Highway, Ledyard, CT 06339 as Obligee, hereinafter called the Obligee,

in the sum of --- five percent of the attached bid proposal - - -

Dollars (\$ -----5%----- ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Town Green Site Improvements, Bid #2011-08

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of April, 2011

[Signature]  
Witness

Yard Works, Inc. of 1309 Warwick Avenue, Warwick, RI 02888 (Seal)  
Principal  
[Signature] President  
Kevin J. Fox, President Title

[Signature]  
Witness

First National Insurance Company of America  
By [Signature]  
Marcia S. Dacey Attorney-in-Fact



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

2954786

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **MICHAEL T. DACEY, MARCIA S. DACEY, ALL OF THE CITY OF E GREENWICH, STATE OF RHODE ISLAND**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 50,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of June, 2010.



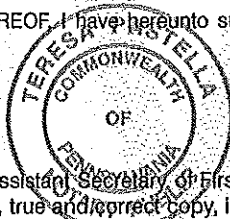
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of April, 2011.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.