

TOWN OF EAST LYME

INVITATION TO BID

For

**Post and Rail Replacement
Niantic River / Route 156 Boardwalk**

East Lyme, Connecticut

Paul M. Formica, First Selectman

Bid # 2011-04

July 2011

By
T o w n o f E a s t L y m e E n g i n e e r i n g
D e p a r t m e n t

108 Pennsylvania Ave.
Niantic, CT 06357
(860) 739-6931 Ext. 101

TABLE OF CONTENTS

1	Invitation to Bid
2-6	Bid Instructions and General Conditions
7	Notice to Contractor - Form 816A
7	Notice to Contractor - Permits
7	ConnDOT Section 1.01 - Definition of Terms and Permissible Abbreviations
8	Project Clarifications
8-12	Project Specifications
13	ConnDOT Permit - Application for Permit (PMT-1)
14	Project References
15	Equipment List
16-17	Performance Payment Bond
18-19	Labor and Material Payment Bond
20	Sworn Statement by Successful Bidder
21	Non Collusion Affidavit
22	Insurance Requirements
23-24	Bid Proposal Form

APPENDIX

Shts. 1 to 8	Set of Plans
--------------	--------------

**NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT
INVITATION TO BID
(#2011-04)**

Sealed bids for the construction of the following project will be received by the Town of East Lyme, Connecticut at the East Lyme Town Hall Engineering Office, 108 Pennsylvania Avenue, until **2:00 p.m., Thursday, August 4, 2011**, after which time they will be publicly opened and read aloud.

The bid price shall include all equipment, tools, materials, traffic control, and labor incidental to the completion of this project. The work consists of demolition of the existing post and rail and the installation of post and rail replacement at a boardwalk between Niantic River and Route 156. The Niantic River Boardwalk is approximately 586 LF. A majority of the post, rail and rail panel replacement materials will be provided by the Town of East Lyme; the following materials are available: 263 posts, 263 panels and 570 bolts, nuts & washers. Approximately 230 of the existing posts and 225 of the existing rail panels will be used. Contractor shall provide labor, minor materials, hardware and a portion of the rail panels; fabrication of approximately 12 rail panels will be required.

Plans, specifications and proposals for the above project may be reviewed at www.eltownhall.com or at the East Lyme Town Hall Engineering Office. On the web: Addendums will also be posted on this website. Inclusion of the addendums with the bid package may be required. To be on a bidders list call (860) 739-6931 x141 or MWright@eltownhall.com. To ensure inclusion on the bidders list request a response email. Documents may be obtained at the Town Hall for a non-refundable fee of fifteen dollars (\$15.00).

There will be no Bid Bond. There will be both a Performance Payment Bond and a Labor and Material Payment Bond on a form furnished by the Town of East Lyme that must accompany each proposal. The Town of East Lyme reserves the right to reject any and all bids.

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of East Lyme. "Town Engineer" refers to the Town Engineer or his representative(s). "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).
2. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner and which shall be entitled "**Post and Rail Replacement, Niantic River / Route 156 Boardwalk**". Sets may be obtained at the Town of East Lyme Engineering Office.
3. Bids shall be received at the office of the East Lyme Town Engineer at the East Lyme Town Hall, Niantic, Connecticut, until **2:00 p.m. on Thursday, August 4, 2011** and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town.
4. Each bidder's proposal shall include, completed in full, ***the Bid Proposal Form, the bidder's Project References, the Equipment List, the Non Collusion Affidavit***, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "**Bid Proposal, Post and Rail Replacement, Niantic River / Route 156 Boardwalk**", **the Bidder's Name, and the Date and Time of the Bid Opening**," in order to guard against premature opening of the bid.
5. Bids must be made out and signed in the name of the person or business entity, which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
6. Bids received later than the time and date specified shall not be considered.
7. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.
8. Unbalanced bids shall not be considered in awarding contract.
9. The successful bidder will be determined from experience with comparable projects, the lowest, reasonable, and responsible base bid amount, and availability.
10. The Town of East Lyme reserves the right to reject any or all bids, and to waive informalities or technical defects.
11. Goods and services provided to the Town of East Lyme are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.

12. Upon receipt of a payment bond, and a performance bond from the successful bidder, said bond shall be returned.
13. The bidder agrees that this bid shall remain open for acceptance for ninety (90) days after the opening and no bidder may withdraw his bid within said time period.
14. The successful bidder must furnish a performance bond and a payment bond in the amount of the construction costs. The bonds shall be executed by the bidder as principal with a surety satisfactory to the Town.
15. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract in the amount of at least \$2,000,000. He shall designate the Town as an additional named insured in his general liability policy, and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.
16. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. The Town shall determine relevance to the proposed job. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
17. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.
18. The successful bidder must be prepared to execute the contract within seven (7) calendar days after receipt of notice of the award of the contract.
 - A. Immediately after execution and delivery of the contract, and prior to commencing work, the Contractor shall provide the East Lyme Engineering Department a construction project schedule showing proposed dates of commencement and completion of each of the various components of work required under this Contract.
 - B. The contractor shall continuously execute the work unless directed otherwise by the Engineer.

19. The successful bidder must be prepared to commence work within twelve (12) days after notice to proceed from the Town. The approximate project schedule is as follows:

August 1, 2011	Pre-bid Meeting (10 am at Wooden Boardwalk (Parking at Cini Park)
August 4, 2011	Bid Opening
August 8, 2011	Notice of Award
September 6, 2011	Contract Signing / Notice to Proceed / Begin Construction
November 8, 2011	Contract completion date

20. Upon completion of the project, the contractor shall submit a statement (minus retainage) for payment which shall be paid within fifteen (15) days after approval of same by the First Selectman and following receipt of all lien waivers. Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.

A. The Town shall retain an amount equal to two and one half percent of the final contract price for one year from time of contract completion. This retainage shall serve as a one-year guarantee on all work associated with this contract and shall be used to correct any construction deficiencies, which may arise for one year following completion of this contract.

B. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.

C. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.

21. The Town Engineering Department shall perform all construction inspection. The contractor is to notify the Town Engineer of any discrepancies as they arise, and proceed as directed.

A. The Town Engineering Department must be given 24 hours notice to complete inspection. Notice applies to consecutive Town recognized work days. Inspectors are not available on weekends and Town approved holidays. Activities requiring Town inspections (i.e. paving, concrete pours, backfilling, etc.) must be accomplished when inspectors are

available. **It is the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.**

- B. No payment shall be made for items that do not meet design specifications or items not inspected in accordance with these instructions.
22. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town's representative. If such changes affect work for which a lump sum price is fixed, the written change order shall specify the amount by which the lump sum shall be increased or decreased.
23. Unless otherwise indicated in this Bid Document, "Description," "Materials," "Construction Methods," "Method of Measurement," and "Basis of Payment" for all items shall conform to Form 816 (2009) or latest revision. "State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction."
24. **If necessary**, the Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146, as required.
25. Maintenance and protection of traffic is the Contractor's responsibility. The Contractor must meet with the Town Engineer or his representative and a representative from the Connecticut Department of Transportation – District II (CT DOT-II) prior to the start of any construction activity associated with this project in order to discuss procedures concerning maintenance and protection of traffic and project construction sequencing. At a minimum, the Contractor will be responsible for the following in regards to the maintenance and protection of traffic:
- A. The Contractor shall satisfy all the requirements and conditions as listed in the Specifications section of this Invitation to bid.
 - B. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project including the maintenance and protection of traffic.
 - C. During the construction process, the Contractor shall not interfere with traffic by parking or placing equipment on the shoulder of the road way.
 - D. Signage to be placed before the work zone shall include "Fines Doubled", "Road Work Ahead", "Shoulder Closed Ahead", and "Shoulder Closed". Approximately 15 to 20 traffic cones shall be placed at and before the

work zone; the traffic cones and signage shall be moved as work progresses along the length of the boardwalk. Actual locations for the signage and the extent of traffic cones shall be determined during the pre-construction meeting with the Town Engineer the CT DOT-II representative.

- E. The Contractor is discouraged from performing work between the guardrail and the boardwalk. No heavy duty equipment shall be permitted between the guardrail and the boardwalk.
 - F. Pedestrian access across the boardwalk shall be maintained at all times during construction. The work site shall be barricaded off to keep pedestrians & vehicles away from the construction zone at all times. Temporary railings may be necessary after the removal of the existing rails, in order to protect pedestrian traffic from the roadway & Niantic River.
 - G. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer, CT DOT-II or the police if warranted.
26. No building permit is required from the Town of East Lyme Building Department.

END OF INSTRUCTIONS AND GENERAL CONDITIONS

**NOTICE TO CONTRACTOR
INTERPRETATION OF FORM 816**

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816 is used as a reference for this project. Whenever the specifications in Form 816, read "Commissioner" it shall be construed to mean "East Lyme First Selectmen". Wherever the specifications read "State" it shall be construed to mean "Town of East Lyme".

**NOTICE TO CONTRACTOR
PERMITS**

The Contractor is responsible for obtaining an entry permit from the Department of Transportation for work within the State right-of-way.

There will be no direct payment to the Contractor for this work. The cost for obtaining the necessary permits shall be included in the overall cost of the project.

Note: These plans and specifications have already been submitted to DOT district II in Norwich. These plans were developed with input from the DOT. Any design issues or plan modifications required by DOT will be addressed by the Town.

CONNDOT SECTION 1.01
DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

Under the following Article replace the definitions with the following:

Article 1.01.01 – Definitions:

COMMISSIONER: Shall mean the Town of East First Selectman or his/her agents.

DEPARTMENT: Shall mean the Town of East Lyme.

ENGINEER: Shall mean the Town of East Lyme Town Engineer or his agents.

STATE: Shall mean the Town of East Lyme.

MANAGER OF CONTRACTS: Shall mean the Town of East Lyme Public Works Director or his agents.

DESIGNER and/or DIRECTOR: Shall mean the Town of East Lyme Public Works Director or his agents.

PROJECT CLARIFICATIONS

(Project Clarifications govern over all plans and specifications)

- 1) Posts and rails are to be installed by the contractor according to plans.
- 2) As necessary, existing revetment or existing embankment protection of riprap shall be restored to original condition and location. The contractor shall fully examine the location and extent of existing riprap.
- 3) Wood blocks, minor materials and hardware shall be provided by the contractor as shown on the plans.
- 4) All additional framing needed shall be DF-L or SYP #2 or better CCA (retention level 2.5 pcf) pressure treated wood. Fasteners shall be hot dipped galvanized or Simpson "2 Max" or equal (CCA attached to CCA).
- 5) Any deck boards damaged during construction or to be removed will be replaced similar in-kind.
- 6) The dimensions shown on the plan are approximate. The contractor must verify all dimensions prior to fabricating any items.
- 7) No building permit is required from the Town of East Lyme Building Department.

PROJECT SPECIFICATIONS

ITEM NO. 0971001 MAINTENANCE AND PROTECTION OF TRAFFIC

Section 9.71.01 - Description: Add the following:

A staging area will be provided in the parking lot at Cini Park for the entire duration of the project. This location is owned by the Town of East Lyme. There shall be no stockpiles, construction fencing, or any other contractor work area or equipment blocking any sidewalk or travelway on Route 156.

The Contractor shall maintain a passageway for pedestrians between the west and east ends of the Niantic River/Route 156 boardwalk at all times the Contractor is not actively working on the project. The passageway shall be a minimum of 4' wide and have a smooth stable surface with no vertical drop-offs or steps.

- 8) During construction, the Contractor shall maintain a suitable passageway, for pedestrians & wheelchairs, along the entire length of the boardwalk project. If necessary, physical safety barriers meeting the Town of East Lyme

Building Department standards shall be temporary installed along the pedestrians passageway.

Section 9.71.05 - Basis of Payment: Third sentence - delete "barricades and drums". After the third sentence add the following: "Maintenance and protection of Traffic" does include the cost of fencing, barricades, drums, drums with lights, traffic cones, traffic signs, or other channelization devices necessary to delineate traffic lanes and provide safe pedestrian passage through the project site at all times as shown on the contract plans.

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance and Protection of Traffic	Included in Total LS

ITEM# 44146003A – COMPOSITE RAIL CAP

Description: This item shall consist of furnishing and installing composite deck rail cap in the west and east end custom locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

Materials: The material for this item shall conform to the requirements as specified on the plans and as indicated in this specification. The weathered color of the composite rail cap shall be gray unless directed otherwise by the Town of East Lyme.

The composite rail cap material shall have the following properties as a minimum:

Flame Spread Index (ASTM E84):	46
Fire Rating:	Class 2
Hardness (ASTM D1037):	1,390 lbs
Coefficient of Thermal Expansion (ASTM D696):	between 1.6×10^{-5} and 2.5×10^{-5} in/in/°F

Acceptable products shall match standard wire cloth rail panels. Shop drawings and specifications shall be submitted for approval.

Materials shall be delivered and stored per manufacturer's recommendations to prevent any damage, bending and/or twisting.

All deck screws shall be square-driven "TrapEase" Stainless composite wood deck screws manufactured by FastenMaster or approved equal. The cost of furnishing and installing fasteners shall be included in the cost for "Composite Decking".

Construction Methods: Composite rail caps shall be placed accurately maintaining spacing between the screws as shown on the plans and as recommended by the decking manufacturer.

Composite rail caps shall be fastened to each wire cloth rail panel with deck screws at a minimum of every 6 inches. Screws shall be installed per composite decking manufacturer's recommendations.

Method of Measurement: This work shall be measured for payment by the number of linear feet of installed composite rail cap of the type specified, complete and accepted in place.

Basis of Payment: This work will be paid for at the contract unit price per linear foot for composite rail cap, complete in place, which shall include all materials, equipment, tools, and labor incidental to installation.

<u>Pay Item</u>	<u>Pay Unit</u>
Composite Rail Cap	Included in Total LS

ITEM# 44146005A – WIRE CLOTH RAIL PANEL

Description: This item shall consist of furnishing and installing wire cloth rail panels at the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

Materials: The materials for this item shall conform to the following:

Wire Cloth Fabric: The wire cloth fabric shall conform to the requirements of ASTM E2016-99 and shall be plain woven.

Frame Channels: The channels shall conform to ASTM A36.

Banding (Channel Caps): The banding (channel caps) shall conform to ASTM A36.

Angle Brackets: The angle brackets shall conform to ASTM A36.

Construction Methods: Before fabricating any materials, the Contractor shall submit shop drawings to the Engineer for approval in accordance with Connecticut Department of Transportation, Form 816, Article 1.05.02-3. These drawings shall include material designations, panel details including all dimensions, and a description of the coating process, at a minimum.

The wire cloth rail panels shall be fabricated as shown on the plans. All welds shall conform to the latest AWS code. All exposed welds shall be ground smooth prior to galvanizing. After fabrication, the panels shall be color galvanized (black) in accordance with the following process, or approved equal:

Hot-Dip Galvanizing: Provide coating for iron and steel fabrications applied by the hot-dip process, Deltagalv® by Duncan Galvanizing, or approved equal. The galvanizing bath shall contain high grade zinc and other earthly materials. Immediately before galvanizing, the steel shall be immersed in a bath of zinc ammonium chloride. The use of the wet kettle process is prohibited. Comply with

ASTM A123 for fabricated products and ASTM A153 for hardware. Provide thickness of galvanizing specified in referenced standards.

Factory-Applied Universal Primer: Provide factory-applied polyamide epoxy primer over specially prepared galvanized steel, 2.0 mils dry film thickness minimum, Primergalv® by Duncan Galvanizing, or approved equal. Apply primer within 12 hours after galvanizing at the galvanizer's plant in a controlled environment meeting applicable environmental regulations, and as recommended by coating manufacturer. Engage the services of a galvanizer who has demonstrated a minimum of five (5) years experience in the successful performance of the processes outlined in this specification in the facility where the work is to be done and who will apply the galvanizing and coating within the same facility as outlined herein.

Factory-Applied High-Performance Architectural Finish: Provide factory-applied polyurethane color coating, 2.5 mils dry film thickness minimum, architectural coating over primed galvanized steel as previously referenced, Colorgalv® by Duncan Galvanizing, or approved equal. Apply coating at the galvanizer's plant, immediately after application of the prime coat, in a controlled environment meeting applicable environmental regulations, and as recommended by coating manufacturer. Engage the services of a galvanizer who has demonstrated a minimum of five (5) years experience in the successful performance of the processes outlined in this specification in the facility where the work is to be done and who will apply the galvanizing and coatings within the same facility as outlined herein and will assume single-source responsibility for galvanizing, priming and finish coating.

Damage to the coating due to shipping, storage and/or erection problems shall be touched-up using approved material supplied by the coating manufacturer. If a damaged area exceeds the maximum area recommended by the touch-up material manufacturer, the Engineer may reject the wire cloth rail panel.

Method of Measurement: This work shall be measured for payment per each "Wire Cloth Rail Panel" of the type specified, complete and accepted in place. The cost of furnishing and installing hardware required for the installation of the rail panels, including hardware to attach the composite cap, shall be included in the item "Wire Cloth Rail Panel".

Basis of Payment: This work will be paid for at the contract unit price each for "Wire Cloth Rail Panel", complete in place, which shall include all materials, equipment, tools, and labor incidental to installation.

<u>Pay Item</u>	<u>Pay Unit</u>
Wire Cloth Rail Panel	Included in Total LS

ITEM# 0913068 – TEMPORARY CONSTRUCTION SAFETY FENCE

Refer to Section 9.13 and corresponding materials sections of the 816

Change the following:

<u>Pay Item</u>	<u>Pay Unit</u>
6' Chain Link Fence	Included in Total LS



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY OPERATIONS
 2800 BERLIN TURNPIKE, P.O. BOX 317546
 NEWINGTON, CONNECTICUT 06131 -7546

Date:	PMT-1 Rev. 5/91 State of Connecticut Department of Transportation APPLICATION FOR PERMIT	Application form must be filled in completely and mailed or delivered to the Bureau of Engineering and Highway Operations District Office
Fee: (for DOT use)		

LOCATION OF PROPOSED WORK:

- (a) Town _____ (b) Route _____ (c) Street Name & No. _____
- (d) (Circle One) N. S. E. W. side of Highway (e) Located Between Utility Poles No. _____ & No. _____
- (f) Distance and direction from nearest intersecting road. _____ Miles (N. S. E. W.) of _____ (St/Rd)

Application is hereby made to: (Describe fully & include sketch oattach plans) _____

PERMIT FEE can be paid only by check or money order payable to Treasurer- State of Conn.

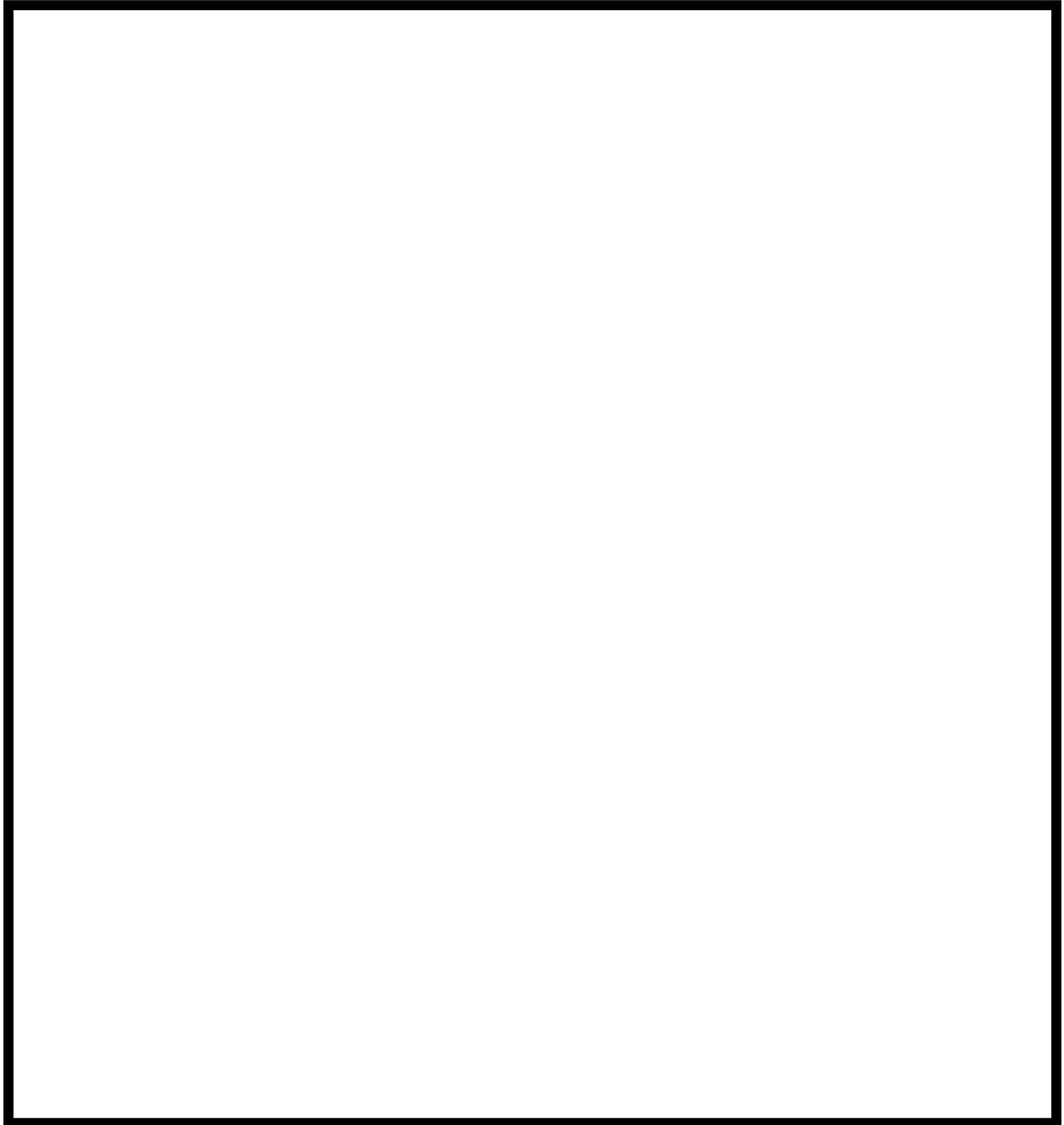
<p>Name of Surety Company & amount of Bond _____</p> <p>Party whom Bond is issued:</p> <p>Print Name _____</p> <p>Signed _____ Phone _____</p> <p>_____</p> <p>Party to whom Insurance is issued:</p> <p>Print Name _____</p> <p>Signed _____</p> <p>Approximate Time Required _____ Desired Starting Date _____</p> <p>_____</p> <p>Complete Plans and Specifications must be submitted for major encroachment permits. On other work a careful sketch shall be shown on space above or on back side of application.</p>	<p>Permit to be issued to:</p> <p>Name _____</p> <p>& _____</p> <p>Address _____</p> <p>Town _____ ZIP _____</p> <p>_____</p> <p>The owner of the property for whom this work is being performed agrees to accept all future maintenance responsibility for the work specified in the permit.</p> <p>Print Owner's Name _____</p> <p>Address _____</p> <p>Signed _____ Phone _____</p>
---	--

PROJECT REFERENCES

(Please attach additional sheets if necessary.)

EQUIPMENT LIST

List below all equipment that shall be used to complete the project described in this price proposal form. This list must be complete; describe all equipment as to type and size. The following forms must be submitted with the Price Proposal Form.



PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____,
(Contractor) (Corporation, Partnership or Individual)

hereinafter called "PRINCIPAL" and _____
(Surety)

of _____, State of _____

hereinafter called the "SURETY", are held and firmly bound unto **THE TOWN OF EAST LYME,**

HEREINAFTER CALLED "owner" in the penal sum of _____ Dollars
(\$_____)

in lawful money of the United States, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas the Principal entered into a certain contract with the Owner, dated the day of _____, _____, copy of which is hereto attached and made a part hereof for the construction of the

Post and Rail Replacement, Niantic River/Route 156 Boardwalk

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided further, that the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extensions of time alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal) Secretary
(SEAL)
By: _____

Witness as to Principal _____
(Address - Zip Code) _____

ATTEST:

(Surety) Secretary
(SEAL)
By: _____
Attorney-in-fact

Witness as to Surety _____
(Address - Zip Code) _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute the bond.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

That _____,
as Principal (hereinafter called Principal) and
_____ as surety (hereinafter called Surety)
are held and firmly bound unto **THE TOWN OF EAST LYME**, as Obligee (hereinafter called
Owner) for the use and benefit of claimants as here-in-below defined; in the amount of
_____ Dollars (\$ _____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has written agreement dated _____,
Entered into a contract with Owner for the construction of **Post and Rail Replacement, Niantic
River/Route 156 Boardwalk** which Contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgement, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, _____. The name and corporate seal of each corporation party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

NON COLLUSION AFFIDAVIT

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid.

A separate affidavit must be submitted by each principal of a Joint Venture.

TOWN OF EAST LYME
Post and Rail Replacement, Niantic River/Route 156 Boardwalk

I, _____, acting in behalf of
(Name of Person Signing Affidavit)

_____ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)

_____, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

_____ has neither directly or indirectly
(Name of Bidder i.e. Person or Organization)

entered into any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

(Name of Bidder i.e. Person or Organization)

Signature and Title of Official

Subscribed and sworn to before me, this _____ day of _____, _____ .

Notary Public/Commissioner of the Superior Court

My Commission Expires _____ .

Certificate of Authority

I, _____, certify that I am (the) (a) _____ of the
(Name) (Title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers that require the seal; that _____, who signed said
(Name)

instrument on behalf of the Organization was then (the) (a) _____
(Title)

of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ (Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain general liability injury, death or property damage, which may arise from performance of his service under this contract in the amount of at least:

1. Commercial General Liability:

- General Aggregate: \$2,000,000
- Products/Completed Operations Aggregate: \$1,000,000
- Each Occurrence: \$1,000,000

2. Automobile Liability:

- Each Accident: \$1,000,000

3. Excess (umbrella Liability) Liability: \$5,000,000

4. Workers' Compensation and Employer's Liability:

- Statutory Workers Compensation
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee

The successful bidder shall designate the Town of East Lyme and the State of Connecticut as additional named insured in his liability policy. The successful bidder shall furnish the Town with a certificate or other proof of the required insurance and coverage limits. The provisions of these requirements shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.

Bid Proposal Form
POST AND RAIL REPLACEMENT, NIAN TIC RIVER/ROUTE 156 BOARDWALK
Town of East Lyme

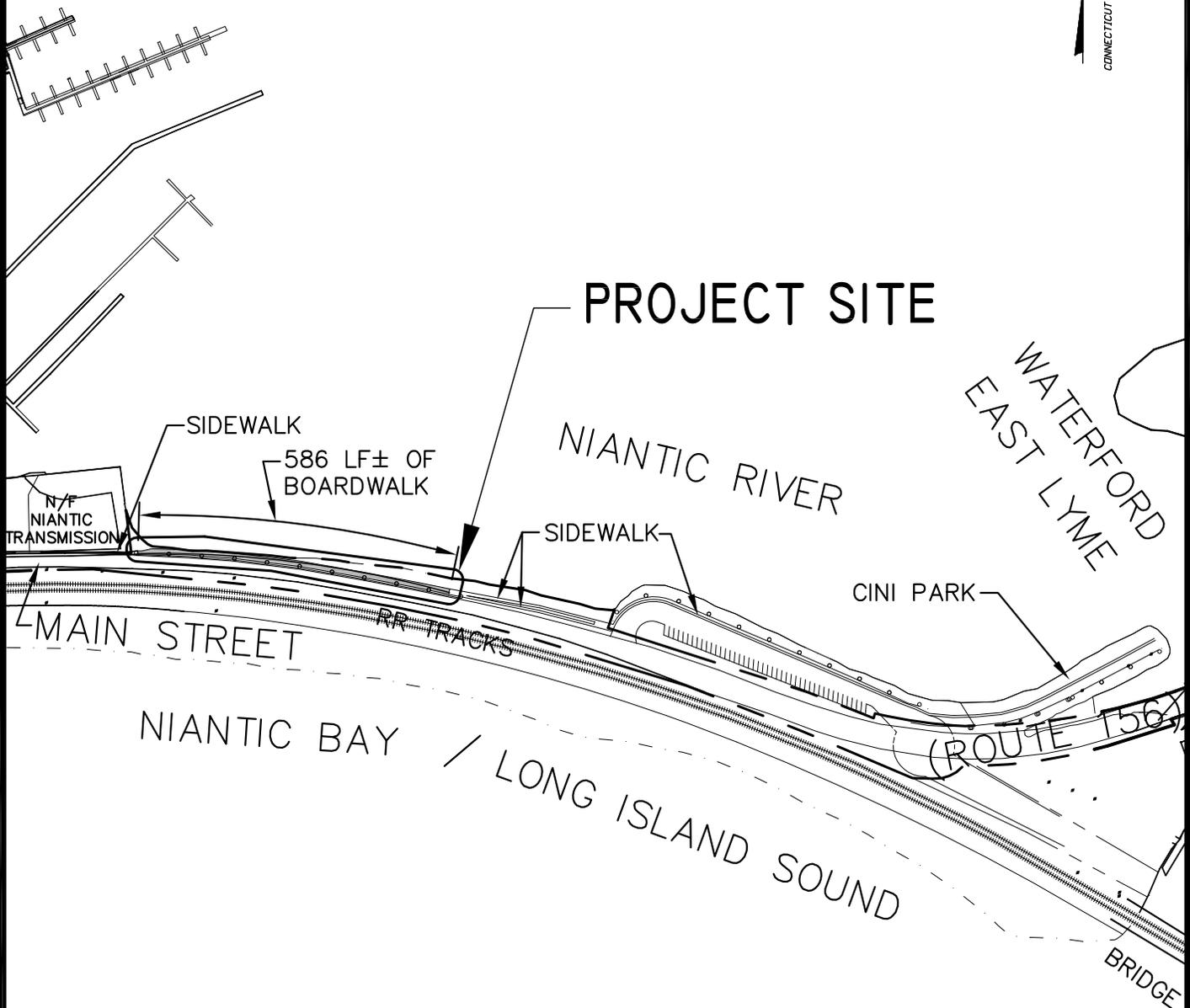
This bid includes the following addenda:

ADDENDUM	NUMBER	DATE
WITNESS		SIGNATURE
DATE		DATE
TITLE		TITLE
COMPANY		COMPANY
STREET ADDRESS		STREET ADDRESS
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
TELEPHONE NUMBER		TELEPHONE NUMBER

For Town Use Only

Signed, Town Representative

APPENDIX



PROJECT SITE

NIANTIC RIVER

WATERFORD
EAST LYME

SIDEWALK

586 LF± OF
BOARDWALK

N/F
NIANTIC
TRANSMISSION

SIDEWALK

CINI PARK

MAIN STREET

RR TRACKS

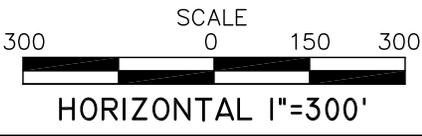
(ROUTE 156)

NIANTIC BAY / LONG ISLAND SOUND

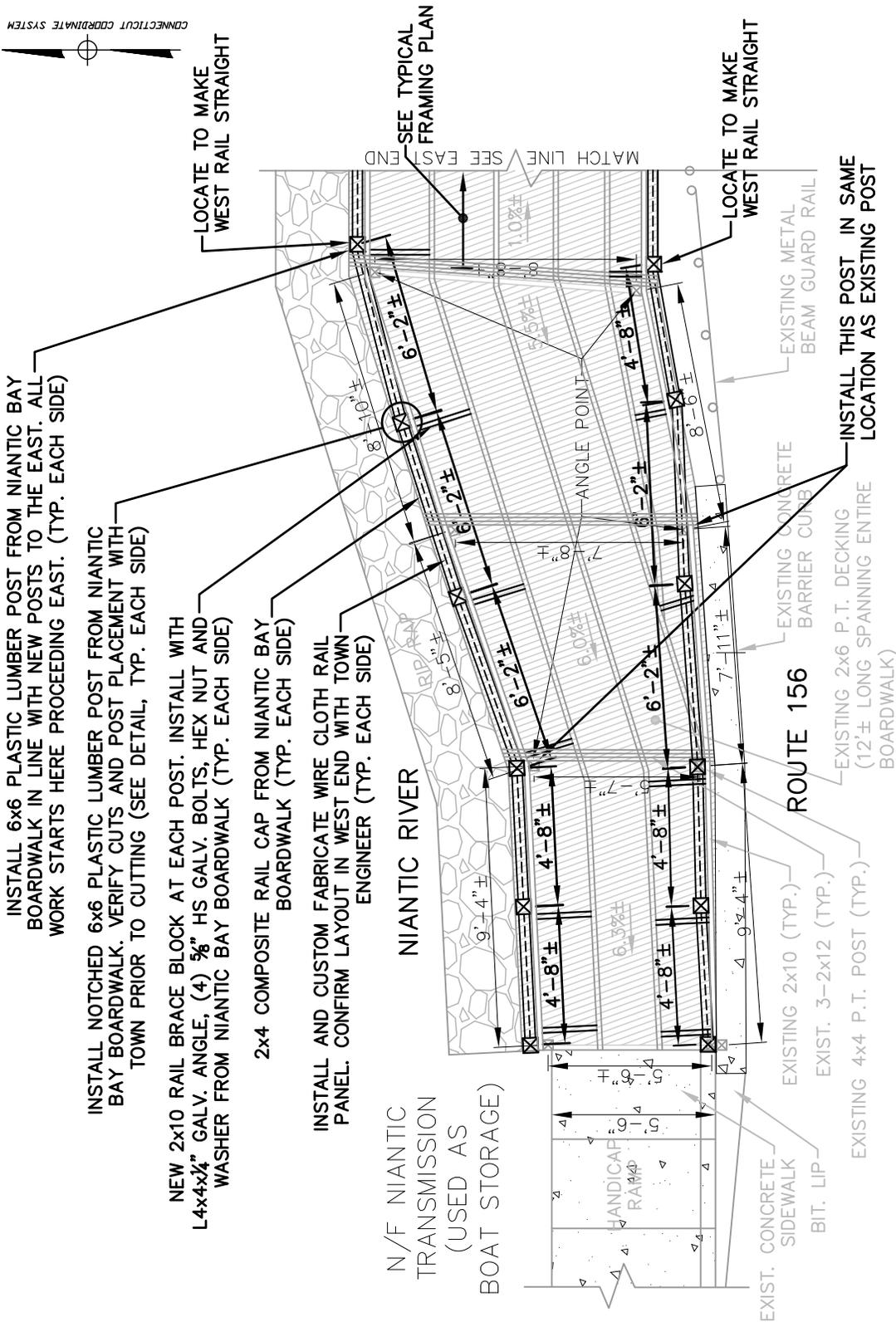
BRIDGE

PREPARED BY
**THE EAST LYME
ENGINEERING DEPARTMENT**

LOCATION MAP POST AND RAIL REPLACEMENT NIANTIC RIVER / ROUTE 156 BOARDWALK EAST LYME, CONNECTICUT



Date: JULY, 2011	Drawn By: P J G	Checked By: B S	Dwg. No.: -	Sheet No.: 1 OF 8
---------------------	--------------------	--------------------	----------------	----------------------



INSTALL 6x6 PLASTIC LUMBER POST FROM NIAN TIC BAY BOARDWALK IN LINE WITH NEW POSTS TO THE EAST. ALL WORK STARTS HERE PROCEEDING EAST. (TYP. EACH SIDE)

INSTALL NOTCHED 6x6 PLASTIC LUMBER POST FROM NIAN TIC BAY BOARDWALK. VERIFY CUTS AND POST PLACEMENT WITH TOWN PRIOR TO CUTTING (SEE DETAIL, TYP. EACH SIDE)

NEW 2x10 RAIL BRACE BLOCK AT EACH POST. INSTALL WITH L4x4x1/2" GALV. ANGLE, (4) 5/8" HS GALV. BOLTS, HEX NUT AND WASHER FROM NIAN TIC BAY BOARDWALK (TYP. EACH SIDE)

2x4 COMPOSITE RAIL CAP FROM NIAN TIC BAY BOARDWALK (TYP. EACH SIDE)

INSTALL AND CUSTOM FABRICATE WIRE CLOTH RAIL PANEL. CONFIRM LAYOUT IN WEST END WITH TOWN ENGINEER (TYP. EACH SIDE)

N/ F NIAN TIC TRANSMISSION (USED AS BOAT STORAGE)

NIAN TIC RIVER

ROUTE 156

NOTES:

1. CONTRACTOR TO REMOVE ALL EXISTING 4x4 PRESSURE TREATED POSTS.
2. CONTRACTOR TO COORDINATE ACTUAL LOCATION AND SPACING OF POSTS WITH TOWN.

PREPARED BY
**THE EAST LYME
 ENGINEERING DEPARTMENT**

**WEST END PLAN
 POST AND RAIL REPLACEMENT**
 NIAN TIC RIVER / ROUTE 156 BOARDWALK
 EAST LYME, CONNECTICUT

SCALE: 3/16"=1'-0"

Date: JULY, 2011	Drawn By: P J G	Checked By: B S	Dwg. No.: -	Sheet No.: 2 OF 8
---------------------	--------------------	--------------------	----------------	----------------------

INSTALL 6x6 PLASTIC LUMBER POST FROM NIANITIC BAY BOARDWALK IN LINE WITH NEW POSTS TO THE WEST (TYP. EACH SIDE)

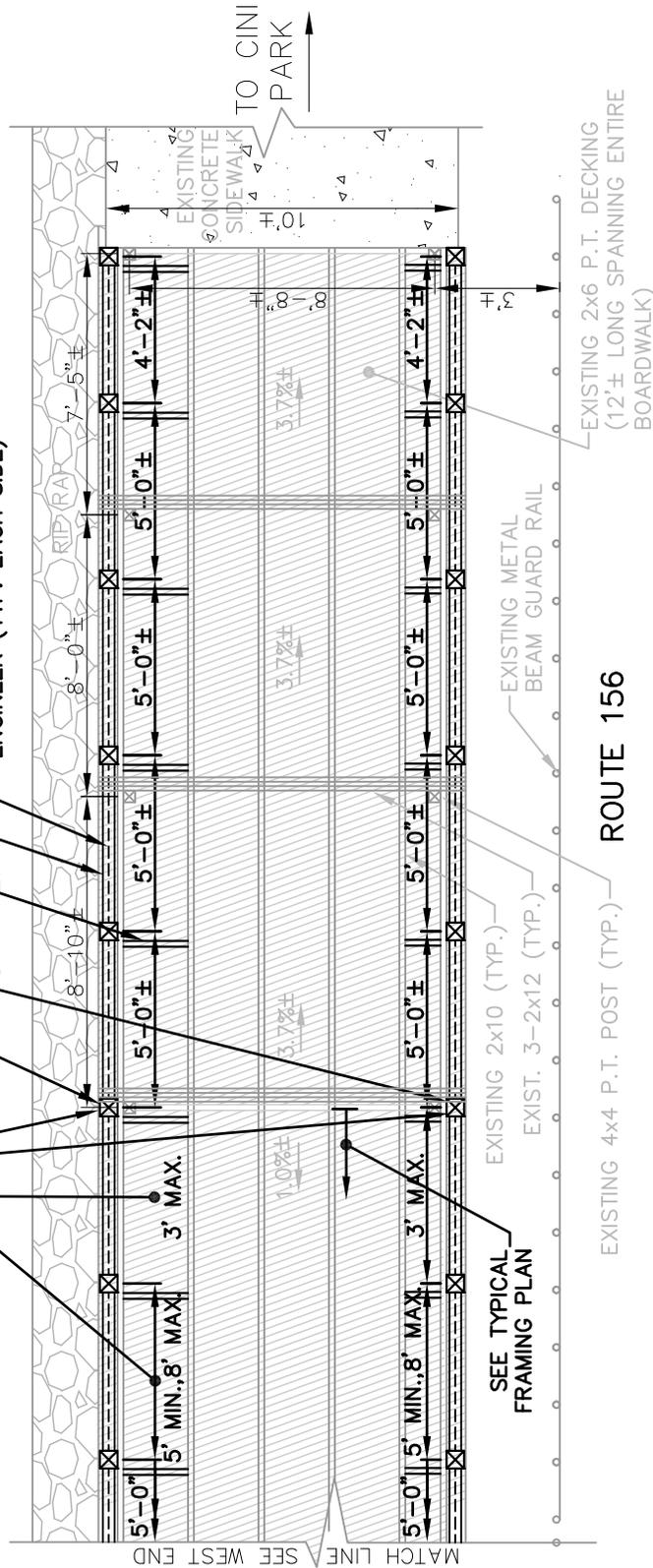
NEW 2x10 RAIL BRACE BLOCK AT EACH POST. INSTALL WITH L4x4x1/4" GALV. ANGLE, (4) 5/8" HS GALV. BOLTS, HEX NUT AND WASHER FROM NIANITIC BAY BOARDWALK (TYP. EACH SIDE)

2x4 COMPOSITE RAIL CAP FROM NIANITIC BAY BOARDWALK (TYP. EACH SIDE)

INSTALL AND CUSTOM FABRICATE WIRE CLOTH RAIL PANEL. CONFIRM LAYOUT IN WEST END WITH TOWN ENGINEER (TYP. EACH SIDE)

INSTALL THIS POST IN SAME LOCATION AS EXISTING POST
 DIMENSION TO BE DETERMINED ON SITE AND APPROVED BY TOWN PRIOR TO FABRICATION (TYP. EACH SIDE)

NIANITIC RIVER



- NOTES:**
1. CONTRACTOR TO REMOVE ALL EXISTING 4x4 PRESSURE TREATED POSTS.
 2. CONTRACTOR TO COORDINATE ACTUAL LOCATION AND SPACING OF POSTS WITH TOWN.

PREPARED BY
**THE EAST LYME
 ENGINEERING DEPARTMENT**

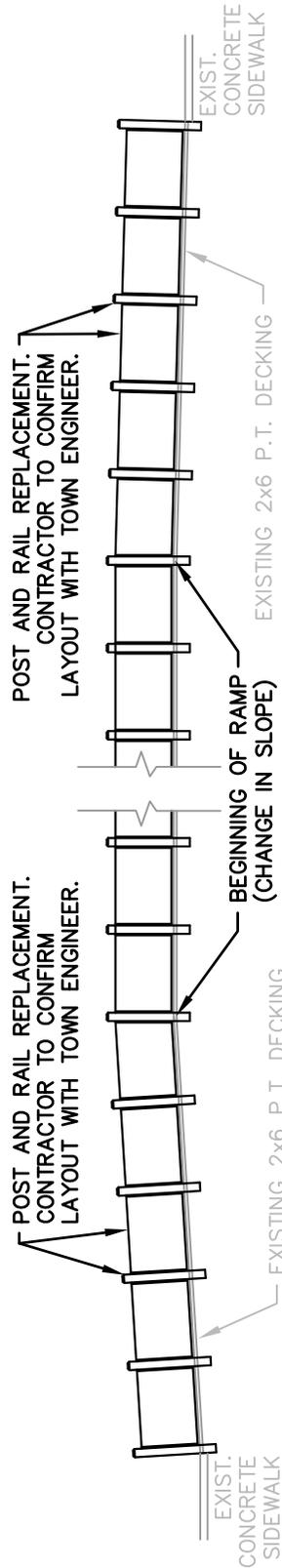
**EAST END PLAN
 POST AND RAIL REPLACEMENT**
 NIANITIC RIVER / ROUTE 156 BOARDWALK
 EAST LYME, CONNECTICUT

SCALE: 3/16"=1'-0"

Date: JULY, 2011	Drawn By: PJG	Checked By: BS	Dwg. No.: -	Sheet No.: 3 OF 8
---------------------	------------------	-------------------	----------------	----------------------

EAST END

WEST END



PREPARED BY
**THE EAST LYME
 ENGINEERING DEPARTMENT**

**OVERALL ELEVATION
 POST AND RAIL REPLACEMENT**
 NIANTIC RIVER / ROUTE 156 BOARDWALK
 EAST LYME, CONNECTICUT

SCALE: NONE

Date: JULY, 2011	Drawn By: PJG	Checked By: BS	Dwg. No.: -	Sheet No.: 4 OF 8
---------------------	---------------------	----------------------	----------------	----------------------

ROUTE 156

INSTALL 2x4 COMPOSITE RAIL CAP FROM NIAN TIC BAY BOARDWALK TO WIRE CLOTH RAIL PANEL WITH 1 1/2" LONG GALV. SCREWS THROUGH RAIL PANEL 6" O.C. PREDRILLED HOLES (TYP. EACH SIDE)

WIRE CLOTH RAIL PANEL FROM NIAN TIC BAY BOARDWALK (TYP. EACH SIDE)

INSTALL WIRE CLOTH RAIL PANEL TO POST WITH 3/8"x3" LG GALV. HEX HEAD LAG BOLT AND WASHER USING PREVIOUSLY WELDED ANGLE ON PANEL (TYP. EACH SIDE)

6x6 PLASTIC LUMBER POST FROM NIAN TIC BAY BOARDWALK (TYP. EACH SIDE)

NEW 2x10x12" SPACER BLOCK (TYP., WHERE NEEDED)

(4) 5/8" HS GALV. BOLTS, HEX NUT AND WASHER FROM NIAN TIC BAY BOARDWALK (TYP. EACH SIDE)

L4x4x1/4" GALV. ANGLE FROM NIAN TIC BAY BOARDWALK (TYP. EACH SIDE)

NEW 2x10 RAIL BRACE BLOCK AT EACH POST (TYP. EACH SIDE)

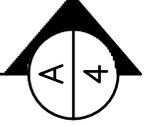
EXISTING 2x6 P.T. DECKING (12'± LONG SPANNING ENTIRE BOARDWALK)

EXISTING 3-2x12 (TYP.)

EXISTING 2x10 (TYP.)

EXISTING 4x4 P.T. POST (TYP.)

CONTRACTOR SHALL PROVIDE MAX. OF 4" CLR BETWEEN TOP OF DECK BOARDS AND BOTTOM OF WIRE CLOTH RAIL PANEL (TYP. EACH SIDE)



5'-0" (TYP.)

5'-0" (TYP.)

1'-2"±
2'-0"
2'-0"
2'-0"
2'-0"
2'-0"

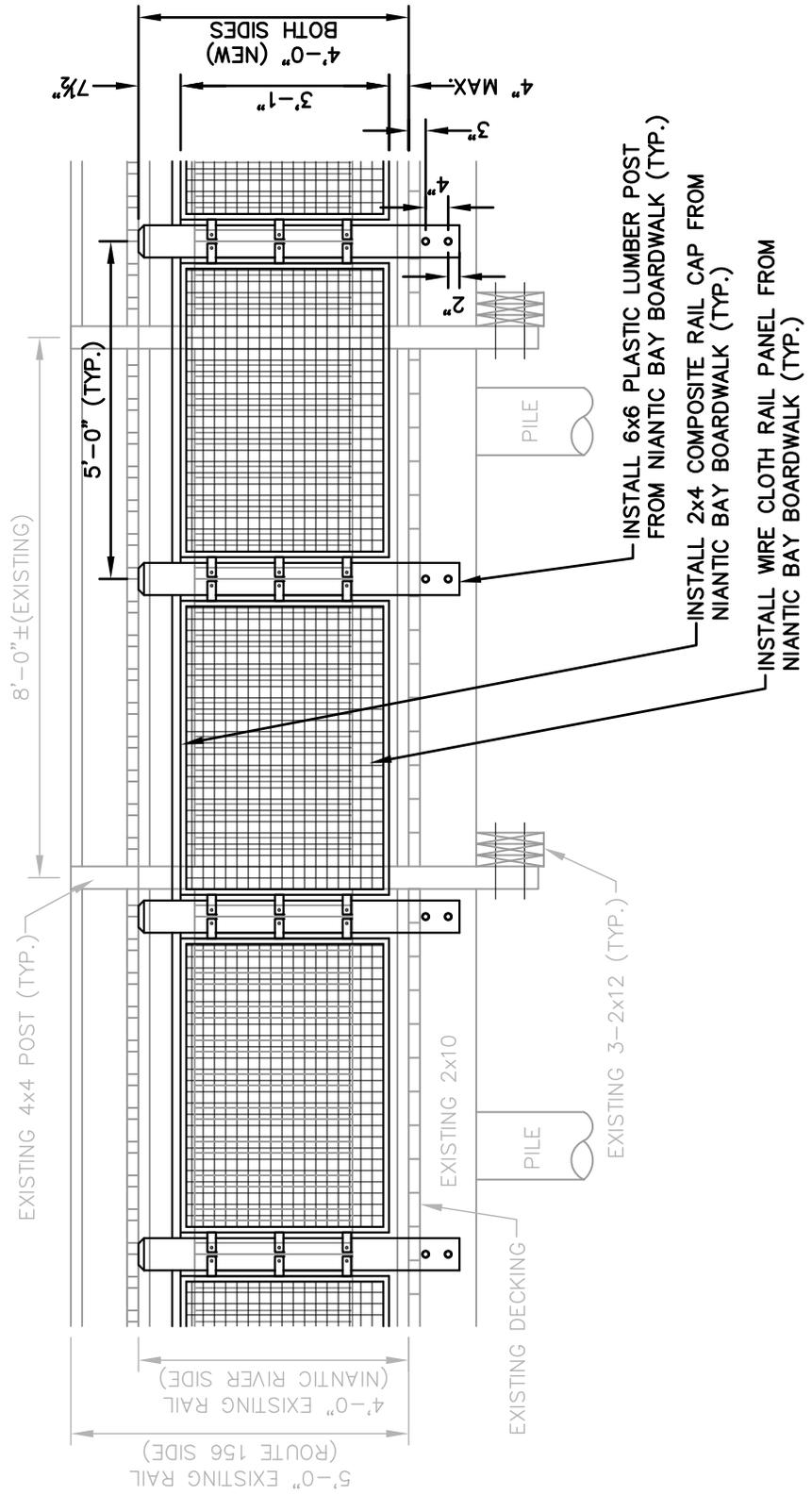
PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

TYPICAL FRAMING PLAN
POST AND RAIL REPLACEMENT
NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT

SCALE: 3/8"=1'-0"

Date: JULY, 2011	Drawn By: PJG	Checked By: BS	Dwg. No.: -	Sheet No.: 5 OF 8
---------------------	------------------	-------------------	----------------	----------------------

NIANTIC RIVER



PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

NORTH ELEVATION
POST AND RAIL REPLACEMENT
 NIANTIC RIVER / ROUTE 156 BOARDWALK
 EAST LYME, CONNECTICUT

SCALE: 3/8"=1'-0"

Date: JULY, 2011	Drawn By: PJG	Checked By: BS	Dwg. No.: -	Sheet No.: 6 OF 8
---------------------	------------------	-------------------	----------------	----------------------

ROUTE
156

10'± (TYP.)

NIANTIC RIVER

8'-8"±
(TRANSITIONS DOWN AT WEST END)

INSTALL 6x6 PLASTIC LUMBER POST
FROM NIANTIC BAY BOARDWALK
(TYP. EACH SIDE)

INSTALL 2x4 COMPOSITE RAIL
CAP FROM NIANTIC BAY
BOARDWALK (TYP. EACH SIDE)

INSTALL WIRE CLOTH RAIL PANEL
FROM NIANTIC BAY BOARDWALK
(TYP. EACH SIDE)

CUT EXISTING 4x4 POSTS SLIGHTLY
ABOVE DECKING. SAND FLUSH TO
TOP OF DECKING (TYP.).

EXISTING DECKING

NEW 2x10 RAIL BRACE BLOCK AT
EACH POST (TYP. EACH SIDE)

4" MAX.

INSTALL L4x4x¼" GALV. ANGLE
FROM NIANTIC BAY BOARDWALK
(TYP. EACH SIDE)

EXISTING 3-2x12

NEW 2x10 RAIL BRACE BLOCK AT
EACH POST (TYP. EACH SIDE)

VARIES
FROM
2" TO 4½"
(EACH SIDE)

EXISTING 2x10

PILE

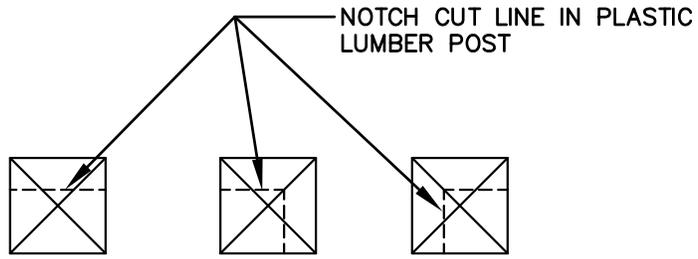
PILE

PREPARED BY
THE EAST LYME
ENGINEERING DEPARTMENT

SECTION A-A
POST AND RAIL REPLACEMENT
NIANTIC RIVER / ROUTE 156 BOARDWALK
EAST LYME, CONNECTICUT

SCALE: 3/8"=1'-0"

Date: JULY, 2011	Drawn By: P J G	Checked By: B S	Dwg. No.: -	Sheet No.: 7 OF 8
---------------------	-----------------------	-----------------------	----------------	----------------------



TYPICAL POST CUTTING PATTERN

SCALE: 1"=1'-0"

NOTES:

1. ACTUAL PATTERN TO BE FIELD DETERMINED AND OBSERVED BY TOWN.

PREPARED BY
**THE EAST LYME
 ENGINEERING DEPARTMENT**

DETAILS
POST AND RAIL REPLACEMENT
 NIANTIC RIVER / ROUTE 156 BOARDWALK
 EAST LYME, CONNECTICUT

SCALE: AS SHOWN

Date: JULY, 2011	Drawn By: P J G	Checked By: BS	Dwg. No.: -	Sheet No.: 8 OF 8
---------------------	-----------------------	----------------------	----------------	----------------------