

OFFICIAL BID ADVERTISEMENT

TOWN OF EAST LYME

Town of East Lyme On-Call Sidewalk Installation and Repair - 2026

Sealed bids will be received at the Public Works Office, Town Hall, 108 Pennsylvania Ave, Niantic, CT, until 2:00 PM, Wednesday, February 25, 2026 and will be publicly opened and read at that time. This bid entails providing unit cost prices for performing on call sidewalk (concrete) work including replacing existing and/or installing new sidewalk, as described in these project specifications.

The specifications for the above project are available free of charge at the East Lyme Town Hall Engineering Office. Addendums may also be posted on this project. Inclusion of potential addendums with the bid package may be required. To be on a bidders list call (860) 691-4112 or email aklose@eltownhall.com; any questions regarding this bid should be emailed no later than the close of business on Wednesday, February 18, 2026 in the event an addendum needs to be sent to prospective bidders. To ensure inclusion on the bidders list, request a response email.

The Town of East Lyme reserves the right to accept or reject any or all bids; to waive any informality, or; to accept any bid deemed in the best interests of the Town of East Lyme.

TOWN OF EAST LYME

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

All qualified applicants will receive consideration and not be discriminated against on the grounds of race, color, religion, sex, national origin, age, or handicap.

MBE/WBE AND SBE's are encouraged to bid

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Town of East Lyme, hereinafter referred to as the Town, invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Town in the Public Works Office, Town Hall, 108 Pennsylvania Ave, Niantic, CT, until 2:00 PM, Wednesday, February 25, 2026, and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Town of East Lyme, CT and designated as Bid for **Town of East Lyme On-Call Sidewalk Installation and Repair - 2026**.

The Town may accept or reject any or all bids or any or all portions of bids and take any action deemed to be in its best interest. The Town may award work based on a specific line item or the aggregate bid result.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Documents to be submitted with the Bid:

- a. Bid Form

3. QUALIFICATIONS OF BIDDER

The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

4. CONTRACTOR AVAILABILITY

The Contractor will conform to the Public Works Department's schedule. It will be the contractor's responsibility to be available to commence working upon one week's notice from the Town. In emergencies the Contractor will make every effort to be available immediately. If the contractor is not available within one week, the Town may deem it necessary to select an alternative contractor to complete the work in a timely manner.

5. CONTRACT DURATION

The term of this contract will be from the time the Contractor initially signs the contract until December 31, 2026. The Town reserves the right to extend the contract for one year until December 31, 2027 at the same unit prices so long as both parties mutually agree to this extension.

6. DAMAGE TO ABUTTING PROPERTIES

The Contractor shall be responsible for, and reimburse the Town, adjacent property owners and/or others for, any and all losses, damage or expense which the Town or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by the Town to the Contractor, or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Town may retain or deduct, or invoice the Contractor, from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense, by reason of the failure of the Contractor to observe the limits and conditions of the rights of way, rights of access, etc., provided by the Town.

7. INSURANCE REQUIREMENTS

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

1. Commercial General Liability:

- General Aggregate: \$2,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- 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
- \$1,000,000 each accident / \$1,000,000 disease-policy limit / \$1,000,000 disease-each employee

The Contractor shall designate the Town of East Lyme and the State of Connecticut as additional insureds for general liability and products-completed operations hazard, auto liability, excess liability, employer's liability, professional liability, and pollution liability. The successful bidder shall furnish the Town with 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.

Work adjacent to and within State roads may require contractors to carry additional insurance according to pertinent State requirements. The Town will be responsible for CT DOT Encroachment Permits & fees. Contractor must be insured to work in the State Right-of-Way. CT DOT must have a valid insurance certificate on file or Contractor must provide one to them.

8. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Town and shall defend suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the operations of the contractor. Insurance coverage specified herein constitutes the

minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amount of insurance which in his own judgment, may be necessary for his proper protection in the execution of his work. The Contractor agrees to well and truly save and indemnify and hold harmless the Town of East Lyme against all liability, judgments, costs and expenses which may in any way come against the Town or which may in any way result from carelessness, omission or neglect of the Contractor or its agent, employees or workmen in any way arising or resulting from the operation in connection herewith.

In addition to the Contractor's obligation to indemnify the Town, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Town from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent; such obligation arises at the time such claim is given to the Contractor by the Town and continues at all times thereafter through disposition of the claim. The Contractor's insurance policies will respond on a primary and noncontributory basis; that they are primary and will not seek contribution from any other insurance available to the additional insured. The Contractor waives their right to recovery and waives their right to subrogate in favor of the Town of East Lyme.

9. ESTIMATED QUANTITIES/BALANCED BIDS

The quantities that are included in the attached Bid Form are estimated quantities for use in computing a low bidder. The Town reserves the right to increase and/or decrease the quantities as they see fit. Therefore, the bidder should bid on each item with reasonable relation to the probable cost of doing that work. The attention of the bidder is called to the fact that unbalancing a bid may adversely affect the contractor if certain portions of the work are increased or decreased as provided in the contract documents. The Town will make every effort to have the maximum number of square feet in one area or in relative proximity to each other to minimize contractor mobilization and demobilization. All mobilization and demobilization shall be included in the unit prices bid.

10. SAFETY

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA) including wearing appropriate traffic safety vests as needed; while performing work in and/or adjacent to the right-of-way. It is the Contractor's responsibility to set up a safe traffic work zone pursuant to the latest edition of the Manual of Uniform Traffic Control (MUTCD). The cost of setting up the work zone safety pattern shall be incorporated into the unit price for the sidewalk construction / reconstruction work. Additionally, the Contractor is responsible for letting the Town know in advance its work schedule. The Town will provide certified flaggers for traffic control when necessary, but the Contractor will be responsible for scheduling them.

11. PROJECT AREAS

The Town is intending on using this contract to install, repair, and/or replace sidewalks on Town owned roads and properties or State roads. Since this is an on-call bid for services, the Contractor won't always know the extent of each project; therefore, the bid form reflects a short list of the various types of replacement and repair projects that may be considered. Prior to the work being completed, the Town will meet with the Contractor to discuss the work in detail and determine the contract items required. Additional ancillary work not outlined in the contract items at certain project locations may be required and cost may be negotiated with the successful bidder.

12. INTERPRETATION OF FORM 818

The State of Connecticut, Department of Transportation, *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818* is used as a reference for this project. Whenever the specifications in Form 818, 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”.

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 Lyme, 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/her agents.

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

STATE: Shall mean the Town of East Lyme.

13. FINISHING AND CLEANING UP

In completing their operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to them, leaving the entire site & street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the right-of-way and private lands upon which work is performed free and clean of all debris, and shall remove all tools and other property when they are not in use. The Contractor shall loam and seed surrounding areas, as required, after completion of the work. The Town will be responsible for temporary and final bit. paving associated with these bid items.

14. MEASURING OF QUANTITIES & PAYMENT

The Town will inspect the work during and following construction; material quantities will be tracked and work quality will be monitored according to Town and industry standards. Following construction, the Contractor will measure the work areas and submit an itemized invoice to the Town based on mutually agreed contract items and quantities. The Town will consider accepting intermediate invoicing for larger projects that may require extended time for the Contractor to complete. The Town will make every effort to pay the Contractor in a timely fashion.

The Town reserves the right to remove specific sidewalk projects from this contract. Sawcut of concrete and road, loam, seed, mulch, removal of concrete, removal of asphalt, removal of topsoil, etc will be included in the unit costs of each item as applicable.

The Town will make every effort to set up sidewalk projects that utilize local concrete suppliers' minimum delivery quantity when applicable. The contractor should discuss this limitation on supply with the Town when scheduling work. If the Town is directing the contractor to perform work that will result in an under-yardage cost, the Town and the Contractor will discuss and agree to an appropriate compensation if switching vendors or increasing the amount of concrete required is not an option.

TECHNICAL SPECIFICATIONS

1. Call “Call Before You Dig” at 1-800-922-4455 at least 72 hours, Saturdays, Sundays, and holidays excluded, prior to excavating. A copy of the CBYD Project Reference # shall be given to Town prior to excavation.
2. The Contractor is responsible for any and all equipment necessary to complete the job. This would include all tools, forms, and employees to complete the job in a timely manner. The Town will not compensate the contractor for use or loss of equipment.
3. Once the contractor is on the job, they shall remain until the section of the work that is being asked of them is complete, unless specifically allowed otherwise by the Director of Public Works or his/her designee.
4. The contractor shall make sure the job site is secure at all times, especially when leaving at the end of the day.
5. Any questions pertaining to the job, including changes to grades should be addressed to the Public Works Director or his/her designee.
6. All backfilling must be done in properly compacted layers not exceeding 6” in depth after compaction. Backfill material, other than those materials depicted in the Details, shall be approved by Public Works Director or his/her designee prior to placement. The Contractor shall achieve appropriate compaction for backfilling & excavating using sufficiently sized plate compactor, jumping jack, roller, etc.
7. Sawcut of concrete and road, loam, seed, mulch, removal of concrete, removal of asphalt, removal of topsoil, etc. will be included in the unit costs of each item. Unit costs shall include removal of any existing material (i.e. concrete, grass, soil, gravel, driveway, stumps, brush, rocks, etc.) prior to installation of the new sidewalk.
8. The Contractor can dispose of pavement, concrete and other unsuitable materials at the Transfer Station, located at 91 Roxbury Road, East Lyme without fee.
9. It is the Town’s intent to have a temporary layer of hot mix asphalt over all backfilled work areas in the road by the end of each work week. The contractor is responsible for coordinating the areas that will require temporary paving at least two days prior to the end of each work week.
10. The Town reserves the right to direct the contractor at any time to stop any additional excavating work and to focus on properly securing areas if weather is going to become an issue.
11. If unsuitable material is found under an existing sidewalk to be replaced, the Contractor is to let the Town know immediately. The Contractor will not be paid for “Unsuitable Soils Excavation & New Gravel Installation” if they don’t contact the Town immediately and get the Town’s approval in advance. Once the Town has confirmed that the base soils are unsuitable, then the Contractor will be required to dig down an additional 8” and remove the unsuitable materials. The Contractor is to bring in ¾” processed gravel to replace the unsuitable material and is to compact the base properly. The cost of digging out and replacing the unsuitable materials will be paid for by the square foot of area of excavation of the unsuitable materials. If it is determined that more than 8” of ¾” processed gravel is needed for a suitable base, then the price for this work will need to be mutually agreed upon before that work is done.
12. The Town will perform construction stake-out if needed.
13. Additional applicable specifications follow the CT DOT Form 818, CT DOT Curb Ramp Guide Sheets and the Town of East Lyme Sidewalk Details for Contractors.

MAINTENANCE & PROTECTION OF TRAFFIC

Description & Construction Methods:

Maintenance and Protection of Traffic shall strictly conform to Section 9.71 of the State of Connecticut, Department of Transportation, *Standard Specifications for Roads, Bridges Facilities and Incidental Construction, Form 818*.

Whenever the Contractor's crews are working in and/or around the edge of the public roadway, then the Contractor is responsible to provide proper signage per the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). If the contractor plans on closing off any travel lanes, they shall notify the Public Works Director or his designee. At least one traffic lane should be kept open at all times. Any exception would need to come in writing from the Director of Public Works.

Suitable ingress and egress to all intersecting roads, abutting properties, residences, businesses, etc. shall be provided for at all times.

The Contractor shall provide and post "No Parking" signs at least 24 hours prior to working on a given area in which on street parking must be prohibited. The Contractor shall notify the East Lyme Police Department prior to posting "No Parking" signs. Signs shall be removed as soon as possible upon completion of the work in the area.

All suitable signs, barricades and other traffic devices shall be furnished, erected, moved, re-erected, maintained and removed by the Contractor to the satisfaction of the Engineer to protect the safety of the public; and the cost for these items shall be included in the unit costs.

All excavations, concrete forms, and any other potential hazard to the public shall be protected by suitable barricades and signs.

The Contractor shall install temporary warning signs on closed sidewalks. The Contractor shall post "Sidewalk Closed" or "Pedestrian Detour" signs where appropriate.

The Town shall furnish certified traffic person(s) in accordance with Section 9.70 of the State of Connecticut, Department of Transportation, *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818* to direct traffic safely through the construction area when necessary. The flaggers will be contracted with and invoiced to the Town, but the Contractor will have to schedule them with Public Works or the Traffic Control Contractor that the Town is contracted with.

Basis of Payment:

The cost of setting up and breaking down the work zone safety pattern shall be incorporated into the unit price for the sidewalk construction. This price shall include all materials, equipment, tools, and labor incidental to this item.

BID FORM

Town of East Lyme On-Call Sidewalk Installation and Repair – 2026

FROM: _____ (Bidder)

TO: Town of East Lyme
Director of Public Works
PO Box 519
108 Pennsylvania Ave
Niantic, CT 06357

The above signed, proposes to furnish through their bid price all charges, including all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, trucking, disposal, and anything else necessary to perform and complete this Contract pursuant to the Contract specifications for the unit bid prices as listed below. Refer to appropriate Sections (9.21, 9.24, M.03, M.05) and corresponding materials sections of the CT DOT, *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818*, CT DOT Curb Ramp Guide Sheets and the Town of East Lyme Sidewalk Details for Contractors.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity*</u>	<u>Total</u>
Remove and Replace 5” Monolithic Concrete Sidewalk	\$ _____ /SF	500 SF	_____
Remove and Replace 5” Concrete Sidewalk	\$ _____ /SF	500 SF	_____
Remove and Replace 8” Concrete Sidewalk at Driveway	\$ _____ /SF	100 SF	_____
Remove and Replace Curb Ramp (Tactile Separate)	\$ _____ /SF	100 SF	_____
Excavate & Install New 5” Monolithic Concrete Sidewalk	\$ _____ /SF	500 SF	_____
Excavate & Install New 5” Concrete Sidewalk	\$ _____ /SF	500 SF	_____
Excavate & Install New 8” Concrete Sidewalk at Driveway	\$ _____ /SF	100 SF	_____

Bid Form Continues Page 1 of 2...

Bid Form Continued Page 2 of 2

Excavate & Install New Curb Ramp (Tactile Separate) \$ _____ /SF 50 SF _____

Install New Cast Iron Tactile/ Detectable Warning Plates \$ _____ /SF 50 SF _____

Unsuitable Soils Excavation & New Gravel Installation (Up to 8" Depth Additional Excavation) for Sidewalk Replacement. \$ _____ /SF 100 SF _____

TOTAL** \$ _____

* These items and quantities are only estimates to be used for award purposes. The Town reserves the right to increase or decrease these quantities and/or add items as needed.

** This total is for informational purposes only, and may not correlate to the contract awardee(s).

Note: The Town will be responsible for bituminous concrete (asphalt) final paving associated with sidewalk installation & repair work.

ADDENDA RECEIPT

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Dated _____

The undersigned agrees to complete this sidewalk work based on the project specifications for the above referenced bid prices.

Signature _____ Main Contact # _____

Print Name _____ Email Address _____

Address _____

“SAMPLE” - CONTRACT FOR – “SAMPLE”

**Town of East Lyme On-Call Sidewalk Installation and Repair – 2026
BETWEEN (CONTRACTOR) AND THE TOWN OF EAST LYME**

THIS AGREEMENT, made this (*day*) day of (*month*), (*year*) by and between the Town of East Lyme, Connecticut, herein called the “Owner”, acting herein through its First Selectman, Mr. Dan Cunningham, and (*Contractor*) of (*Town*), (*County*) and State of (*State*), hereinafter called the “Contractor”.

WITNESSETH: That for and in consideration the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and the CONTRACTOR hereby agrees with the OWNER to perform the *Town of East Lyme On-Call Sidewalk Installation and Repair - 2026*, hereafter called the “Project”, for the unit prices included on the Contractor’s Bid Form which is attached to this document.

Furthermore, all work in connection therewith, under the terms as stated in this contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the Official Bid Advertisement, Instructions to Bidders, Technical Specifications, and Maintenance & Protection of Traffic as prepared by the Town of East Lyme; which is hereby made part of this contract.

This agreement shall be enforceable under the laws of the State of Connecticut.

This agreement shall extend from the date it is signed until December 31, 2026. The Town reserves the right to extend the contract until December 31, 2027 at the same unit prices so long as both parties mutually agree on the extension.

The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District for New London at New London, Connecticut.

The failure of any party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition; but the obligations of the parties with respect thereto shall continue in full force and effect.

This Agreement cannot be changed, modified or amended in any respect except by a written instrument signed by the parties hereto. Parties acknowledge and agree that all understandings and agreements heretofore made between the parties are merged in this agreement.

This instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

This agreement may not be assigned by any party hereto without the written consent of the other party.

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“SAMPLE” - CONTRACT FOR – “SAMPLE”
Town of East Lyme On-Call Sidewalk Installation and Repair – 2026
BETWEEN (CONTRACTOR) AND THE TOWN OF EAST LYME

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract. The terms for the payment to the contractor are covered in the Instructions to Bidders.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned.

TOWN OF EAST LYME (OWNER)

(CONTRACTOR)

BY: _____
Dan Cunningham

BY: _____
Authorized Representative

TITLE: _____
First Selectman

TITLE: _____

DATE: _____

DATE: _____