



TOWN OF TRUMBULL, CONNECTICUT

REQUEST FOR PROPOSAL

**BLACKHOUSE ROAD STORM DRAINAGE REPAIRS
ON CALL OPPORTUNITIES
Trumbull, Connecticut**

RFP # 6138 DUE: July 24, 2015 at 2:00 PM

PREPARED FOR THE TOWN OF TRUMBULL BY:

Tighe&Bond
Consulting Engineers
1000 Bridgeport Avenue
Suite 320
Shelton, CT 06484
(203)712-1100
www.tighebond.com

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040605	Bituminous Concrete Pavement Repair
081504	Bituminous Concrete Lip Curb
094400	Topsoil
095000	Turf Establishment

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020245A	Test Pit Excavation
050705A	Catch Basins
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050705C	4' Catch Basin Sump and Trap Hood
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Notice to Proposers

**TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
BLACKHOUSE ROAD STORM DRAINAGE REPAIRS
And ON CALL OPPORTUNITIES**

RFP # 6138 DUE: JULY 24, 2015 at 2:00PM

Sealed proposals for Blackhouse Road Storm Drainage Repairs Will be received at the office of the Purchasing Agent, 5866 Main Street, Trumbull, Connecticut, on or before the date indicated above.

Proposal documents, Drawings may be obtained (at a cost to you) from Digiprint, 25 Ferry Blvd., Stratford, CT 06615, and (203-375-1228). The consulting engineer for this project is: Tighe and Bond, 1000 Bridgeport Ave., Shelton, CT 203.712.1100. Bid documents are also available from the Purchasing Department website www.trumbull-ct.gov. And on the State Contracting portal <http://dass.ct.gov/portal>.

Proposals shall comply with State mandated Prevailing Wage Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Bid Security is required in the amount of ten percent (10%) of the base proposal and shall be in the form of a Certified Check or Bid Bond. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the Base Proposal. No oral, telephone or telegraphic responses shall be considered. A proposer may not withdraw a proposal within ninety (90) days of the proposal opening.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

Kevin Bova
Purchasing Agent

**TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
BLACKHOUSE ROAD STORM DRAINAGE REPAIRS
And ON CALL OPPORTUNITIES**

RFP # 6138 DUE: JULY 24, 2015 at 2:00PM

GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for BLACKHOUSE ROAD STORM DRAINAGE REPAIRS in accordance with the specifications and requirements as detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer.

1. PREPARATION FOR PROPOSALS

An original and Two (2) exact copies of the Proposal shall be submitted in a sealed envelope, and addressed to: Purchasing Agent Kevin Bova, Town of Trumbull, in a sealed envelope and plainly marked on the outside as **BLACKHOUSE ROAD STORM DRAINAGE REPAIRS**. The envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened

2. PROPOSAL SUBMISSION

- a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:
PROPOSAL # 6138 DUE: JULY 24, 2015 by 2PM
Trumbull Town Hall – Attn: Kevin Bova Purchasing Agent
5866 Main Street, Trumbull CT 06611
- b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project and for the contractual period requested
- c) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

6. SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

7. INQUIRIES & ADDENDUMS

- a) All technical inquiries regarding this request may be directed to Tighe & Bond, Consulting Engineers (203-712-1117) or Frank Smeriglio, Town of Trumbull, Engineering Department, (203)452.5050). No inquiries shall be responded to that are received after JULY 17, 2015 by close of business 5 pm. All inquiries shall be in writing.
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d) It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices) and from Digiprint. Submission of a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

ANY SUBCONTRACTING for work to be performed, or services to be provided, in whole or in part, and any other interest in conjunction with this project shall not be permitted without the express written consent of the Town of Trumbull.

9. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

10. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) Applicable laws and regulations relating to **State of Connecticut Prevailing Wages**, employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The contractor shall be responsible for "Certified Statements of Compliance" regarding Prevailing Wages. Contractor shall also collect and submit four (4) Certified "Statements of Compliance" from any sub-contractors.

11. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$2,000,000	\$2,000,000
Property Damage Liability	\$1,000,000	\$1,000,000
Personal Injury Liability	\$1,000,000	\$1,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non owned & rented vehicles	\$2,000,000	\$2,000,000

The insurance policy must contain the additional provision wherein the company agrees, that thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

12. CONFLICT OF INTEREST

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

- a) A Bid Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Bid Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
- b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

14. WORK SCHEDULE

Work shall begin on or about August. 3rd, 2015.

15. LOWEST RESPONSIBLE PROPOSAL

- a) The Town shall determine the "lowest responsible qualified proposer" on the basis of the Proposer submitting the lowest "Total Proposal", responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications.
- b) Proposals will be compared on the basis of the "Total Proposal" of the items listed in the Proposal and on basis of the Proposer's experience and competence.
- c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the "lowest responsible qualified proposer", the Town will issue a Notice of Award to the successful Proposer.
- d) The Proposer designated by the Town as the "lowest responsible qualified proposer" to whom the contract is awarded shall execute the Contract and submit the following documents:
 - i. Performance Bond
 - ii. Labor, Payment and Materials Bond
 - iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
- e) In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

16.) LIQUIDATED DAMAGES

Work must be completed within 35 days after town issuing Letter to proceed. Contractor further agrees to pay as liquidated damages, the sum of (\$500.00) five hundred dollars for each consecutive calendar day thereafter from letter to Proceed.

17. DELIVERY TIME IS OF THE ESSENCE.

Special consideration may be given to bidders that provide an expedited delivery. It is expected that the Work will be completed within 35 calendar days. Bidders who can complete the work sooner shall state expected time to complete the project in Calendar Days.

18. STATEMENT OF QUALIFICATIONS AND REFERENCES

Bidders shall complete and submit the "Statement of Qualifications" section of this request along with the References form. The Town and Engineering Department may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. If the Town is not satisfied that the proposer is properly qualified, the Town along with Engineering Department reserves the right to reject the proposal of said proposer.

19. MISCELLANEOUS

- a) All Contractors shall develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
- b) Selected proposer agrees to warranty all work completed for this requirement.
- c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit the Statement of Qualifications section (contained herein). If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.
- d) The Town and Contractor may agree to utilize the same unit prices for other town drainages usage repairs similar to this scope of work & items in the bid. The contractor and town may enter into contractual agreement using the prices in this Bid
as ON CALL OPPORTUNITIES

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STATEMENT OF QUALIFICATIONS (To be submitted with proposal)

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____ Fax: _____ Cell: _____

General Business Information

Check If: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Officers

Name Title

If Partnership

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited other (describe): _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If a joint venture list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes ___ No ___

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes ___ No ___

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes ___ No ___

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes ___ No ___

If yes, describe circumstances on attachment.

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: _____

By: _____

Title: _____

Dated: _____

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REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least four (4) clients in the past five (5) years (attach any other client references if desired). **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

CLIENT 1:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 2:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 3:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 4:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

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Schedule A: Prior Experience (Add Additional Pages as Needed)

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Scheduled Completion

Schedule B: Current Experience (Add Additional Pages as Needed)

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Scheduled Completion

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THE PROPOSER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS (to be submitted with proposal)

PROPOSED SUBCONTRACTORS

If none, write "None" _____.

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Proposer _____
(Fill in Name)

By _____
(Signature and Title)

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PROPOSAL

Proposal of _____ (hereinafter called "Proposer, Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Engineering Department, Town of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Proposals, Proposer hereby proposes for the **Blackhouse Road Storm Drainage Repairs** project, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications, Drawings and all Contract Documents, within the time set forth therein, and at the prices stated on the Proposal Schedule.

By submission of this Proposal, each Proposer certifies, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed", and to fully complete the Project within fifty (35) consecutive calendar days thereafter. Proposer further agrees to pay as liquidated damages, the sum of (500.00) five hundred dollars for each consecutive calendar day thereafter till completion of the full contract. Proposer further agrees that he will provide and sustain the required Bonds and Insurance Policies as required.

Proposer acknowledges receipt of the following Addendum:

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informality in the bidding.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, proposer shall execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of _____ Dollars (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Company Name

By (Signature)

Address

Print Name

Email

Title

Date

Telephone/Fax

PROPOSAL Blackhouse Road Storm Drainage Repairs (continued)

The undersigned hereby declares that in regard to all conditions affecting the work to be done and the labor and materials required, this proposal is based on his investigations and findings, and the Town of Trumbull and the Engineers and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates, borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Trumbull or the Engineers or their officers, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions; nor has any representation or warranty been so made that the estimated quantities to be used for comparison of proposals will even approximate the actual quantities or materials and work which the Contractor may be required to furnish or perform.

Respectfully submitted,

Company Name

By (Signature)

Address

Print Name

Address

Title

(SEAL-if proposal is by a corporation)

Note: Insert Proposer's name. If a corporation, give the State of Incorporation using the phrase, "A corporation organized under the laws of

_____, composed of officers as follows:

President

Secretary

Vice President

Treasurer

If a partnership, give names of partners, using also the phrase, "co-partners trading and doing business under the firm name and style of _____, composed of partners as follows:

PROPOSAL Blackhouse Road Storm Drainage Repairs (continued)

BID FORM - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Quantity	Total Amount of Item (In figures)
020205	Cut Bituminous Concrete Pavement, Per LF, the price of: _____) (\$ _____)	LF	4,500	\$ _____
0202452A	Test Pit excavation, Per CY, the price of: _____) (\$ _____)	CY	52	\$ _____
040605	Temporary Bituminous Pavement Repair, Per SY, the price of: _____) (\$ _____)	SY	2,500	\$ _____
050705A	Catch Basin, Per VF, the price of: _____) (\$ _____)	VF	140	\$ _____
050705B	2' Catch Basin Sump, Per Each, the price of: _____) (\$ _____)	Each	18	\$ _____
050705C	4' Catch Basin Sump and Trap Hood, Per Each, the price of: _____) (\$ _____)	Each	5	\$ _____
050705D	Connection to Exist. Catch Basin or Manhole, Per Each, the price of: _____) (\$ _____)	Each	6	\$ _____
050705E	Type C Catch Basin Top, Per Each, the price of: _____) (\$ _____)	Each	23	\$ _____

050705F	Double Type "C" Catch Basin Type II Grate, with 4' Sump and Trap Hood Per Each, the price of: (\$ _____)	Each	1	\$ _____
065101A	6" Perforated PVC, Per LF, the price of: (\$ _____)	LF	450	\$ _____
065105A	12" PVC, Per LF, the price of: (\$ _____)	LF	720	\$ _____
065105B	15" PVC, Per LF, the price of: (\$ _____)	LF	700	\$ _____
065105C	18" PVC, Per LF, the price of: (\$ _____)	LF	1,100	\$ _____
065105D	12 x 6" PVC Tee connection, Per Each, the price of: (\$ _____)	Each	15	\$ _____
065105E	15 x 6" PVC Tee connection, Per Each, the price of: (\$ _____)	Each	15	\$ _____
065105F	18 x 6" PVC Tee connection, Per Each, the price of: (\$ _____)	Each	15	\$ _____
065106	24" RCP, Per LF, the price of: (\$ _____)	Each	20	\$ _____
081504	Temporary Bituminous Concrete Lip Curb, Per LF, the price of: (\$ _____)	LF	5,500	\$ _____

094400	Topsoil, Per SY, the price of: <hr/> (\$ _____)	SY	3,100	\$ _____
095000	Turf Establishment, Per SY, the price of: <hr/> (\$ _____)	SY	3,100	\$ _____
2000101	Inlet Protection, Per Each, the price of: <hr/> (\$ _____)	Each	23	\$ _____

TOTAL AMOUNT OF BID

_____ Dollars
 In words

(\$ _____)
 In figures

END OF BID FORM
 PLEASE SEE BID 6138 DRAWINGS
 AND BID 6138 GEN-TECH SPEC'S –PREVAILING WAGE -SCOPE