

Town of Granby

**Department of Public Works
52 North Granby Road
Granby, CT 06035**

Invitation to Bid

**Construction of an Access Drive to a
Proposed Communication Tower
239 Mountain Road, Granby, CT**

September 24, 2025

Proposals Due October 22, 2025

Prepared by:

**Town of Granby
Department of Public Works
52 North Granby Road
Granby, CT 06035**

**Legal Notice
Town of Granby
Invitation to Bid**

The Town of Granby requests bids from qualified contractors to construct an access drive to a proposed communication tower along with associated sight-line improvements at 239 Mountain Road, Granby, CT.

The Invitation to Bid may be obtained on the Town website at www.granby-ct.gov.

Contractors shall submit one original proposal and one electronic file to:

Town of Granby
Attn: Kirk Severance
Town Managers Office
15 North Granby Road

Granby, CT 06035

Bids will be accepted until 12 PM on October 22, 2025, in the Town Hall, Town Managers Office, 15 North Granby Road, Granby, CT 06035 at which time they will be opened and read aloud. No bids submitted after this time will be accepted.

All bidders are required to attend a pre-bid meeting on October 2, 2025 at 10 AM at 239 Mountain Road Granby CT.

All questions for this bid are to be address to Kirk Severance, kseverance@granby-ct.gov by 4:00PM Thursday October 9.

All addendums to this invitation to bid will be posted on the Town website under Invitation to Bid, Addenda by 4:00PM Monday October 13. Respondents are responsible for checking the website.

The Town reserves the right to amend or terminate this invitation to bid, reject any or all bids, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of the Town.

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification as Small Business Enterprises ("SBE") from the Connecticut Department of Administrative Services ("DAS"). A minimum of 6.25% of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or

Disabled-owned businesses (“M/W/DisBE”). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The Town of Granby is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small and women business enterprises are encouraged to apply.

I. Intent

The Town of Granby requests bids from qualified contractors to construct an access drive to a proposed communication tower along with associated sight-line improvements at 239 Mountain Road, Granby, CT.

II. Scope of Work

The contractor is responsible for building an access drive and associated improvements as shown on a plan entitled, “TOWN OF GRANBY, ACCESS DRIVE TO COMMUNICATIONS TOWER, 239 MOUNTAIN ROAD, GRANBY, CONNECTICUT, Scale: 1” =30’, Date: August 7, 2025, Town of Granby Engineering Department.”

Narrative / Specifications:

The Town will be responsible for obtaining the encroachment permit from CTDOT. The contractor shall also be responsible for all materials and labor to complete the job. All stumps shall be excavated and removed within the clearing area shown on the plan. Logs shall be removed from the site and brush may be chipped and spread on site. Any excess material shall be removed and properly disposed. The permitted construction hours are from 7 AM to 5 PM Monday through Friday and 8 AM to 12 PM on Saturday. There shall be no work on Sundays and on Federal and State holidays. If blasting is required for rock removal, the contractor will obtain all permits required. Following construction, the contractor shall be responsible for site stabilization. In general, the work will comply with the construction plans, CTDOT FORM 819, and the requirements of Eversource. If blasting is required for rock removal, the contractor will obtain all permits required.

III. Bid Content

The bid shall include the following:

- a. Contractor Name and contact information
- b. Estimated costs: Lump sum
- c. Project timeline
- d. Three similar projects and references who may be contacted

It is the Town’s intent to have the project awarded in October so construction can begin in November. Completion and paving to be completed by Spring 2026.

IV. Evaluation Criteria

Bid Evaluation Criteria shall include:

- a. Schedule and timeline
- b. References
- c. Proposed price

The Town may decide to meet with bidders, if determined to be necessary.

VI. Process

All respondents shall submit one (1) original and one (1) electronic response based on the requirements set forth in this invitation to bid document. This document is available on the Town's website at www.granby-ct.gov (hereafter referred to as the Town's website) under 'Bid Opportunities'. Bids will be accepted until 12 PM on Wednesday October 22, 2025 in the Town Managers Office, 15 North Granby Road, Granby, CT 06035. No bids submitted after this time will be accepted.

Any addenda will be posted on the Town's website on Monday October 9, 2025, All respondents are responsible for checking the website for the presence and content of all addenda.

Bids received by the Town will be reviewed for completeness and clarity. They will be evaluated in accordance with the Evaluation Criteria above and the bidder(s) to be interviewed, if any, will be determined. A decision on an award is anticipated within two weeks of receipt of bids.

The Town reserves the right to request clarification or additional information from a bidder if necessary.

VII. General Requirements

Reservation of Rights

The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. Respondents are directed to be certain that they understand the terms and conditions as specified in this RFP. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon

ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. The Town further reserves the right to request information from individual respondents and to negotiate fees and/or other terms and conditions.

Nondiscrimination

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental health disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Granby.

Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the Town of Granby and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Granby resulting from or arising out of:

Any breach by the Contractor of the terms of the specifications, or

Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Granby or the Contractor or subcontractors or material men, or

Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

Any damage to property, real or personal, (including property of the Town of Granby or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor, any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Granby.

Insurance Requirements

General Requirements

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Granby.

The insurer shall provide the Town of Granby with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the

insurer shall give the Town of Granby written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Granby as an Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Granby as an additional insured.

Specific Requirements

1. Workers' Compensation Insurance. The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

2. Commercial General Liability. With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Granby. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

3. Automobile Liability. With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

4. Excess Liability Coverage. With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

5. Professional Liability. One Million Dollars (\$ 1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.

Aggregate Limits. Any aggregate limits must be declared to and be approved by Town of Granby. It is agreed that the awarded Respondent shall notify the Town of Granby whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional

limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

6. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Granby. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

7. Errors and Omissions Insurance. The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

The Town of Granby shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Granby is required on all applicable policies, including workers' compensation. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Defense, Hold Harmless and Indemnification

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts. The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Granby by virtue of this promise to indemnify and hold the Town of Granby harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Granby for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

Freedom of Information

All proposals and any related submittals to the Town are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner. By the act of submitting a RFP, respondents agree that they will be subject to Connecticut General Statutes Section §1-200 et seq.

Award

The Town intends, but is not required, to make one or more awards as a result of this RFP that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various programs. The Town will notify of Contractor award or denial via US Postal Service.

Work Product Ownership and Cost

All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt. The Town is not responsible for any costs incurred in the preparation of the response to this request.

State Requirements (CHRO)

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals

Prevailing Wage Rates

Minimum State Wage Rates are in effect for this project. Pursuant to Section 31-53 of the General Statutes, as currently amended, every Contractor and Subcontractor performing work on this project shall post the prevailing wage scale as determined by the Labor Commissioner at a location at the site or at the place used by employees to receive their wages.

Furthermore, Conn. Gen. Stat. Section 31-53(g) provides monetary thresholds which must be met before the law is applicable. The prevailing wage law does not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of a public works project is less than four hundred thousand (\$400,000) dollars. The prevailing wages law does not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project under one hundred thousand (\$100,000) dollars.

If the Contractor's/Bidder's total contract bid price for all work included under

this contract, as listed in the submitted Bid Proposal, is equal to or greater than the limits listed above as applicable under said law; then the Contractor's/Bidder's unit prices and lump sum prices submitted herein and the resulting total contract bid price submitted herein should be based on the applicable Prevailing State Wage Rates; and it will further be the Contractor's/Bidder's responsibility to obtain the current applicable Prevailing Wage Rates from the State of Connecticut – Department of Labor and meet all requirements therein of the Law and the State of Connecticut.

VIII. Questions and Pre-Bid Meeting

All questions regarding this Invitation to Bid shall be submitted via email only to Kirk Severance, Director of Public Works, kseverance@granby-ct.gov. All questions shall be presented electronically by 4 PM Thursday October 9, 2025, to allow for the preparation and distribution of addenda. Responses will be posted on the Town's website by 4 PM on October 13, 2025.

All bidders are required to attend a pre-bid meeting on Thursday October 2, 2025, at 10 AM at 239 Mountain Road Granby CT.

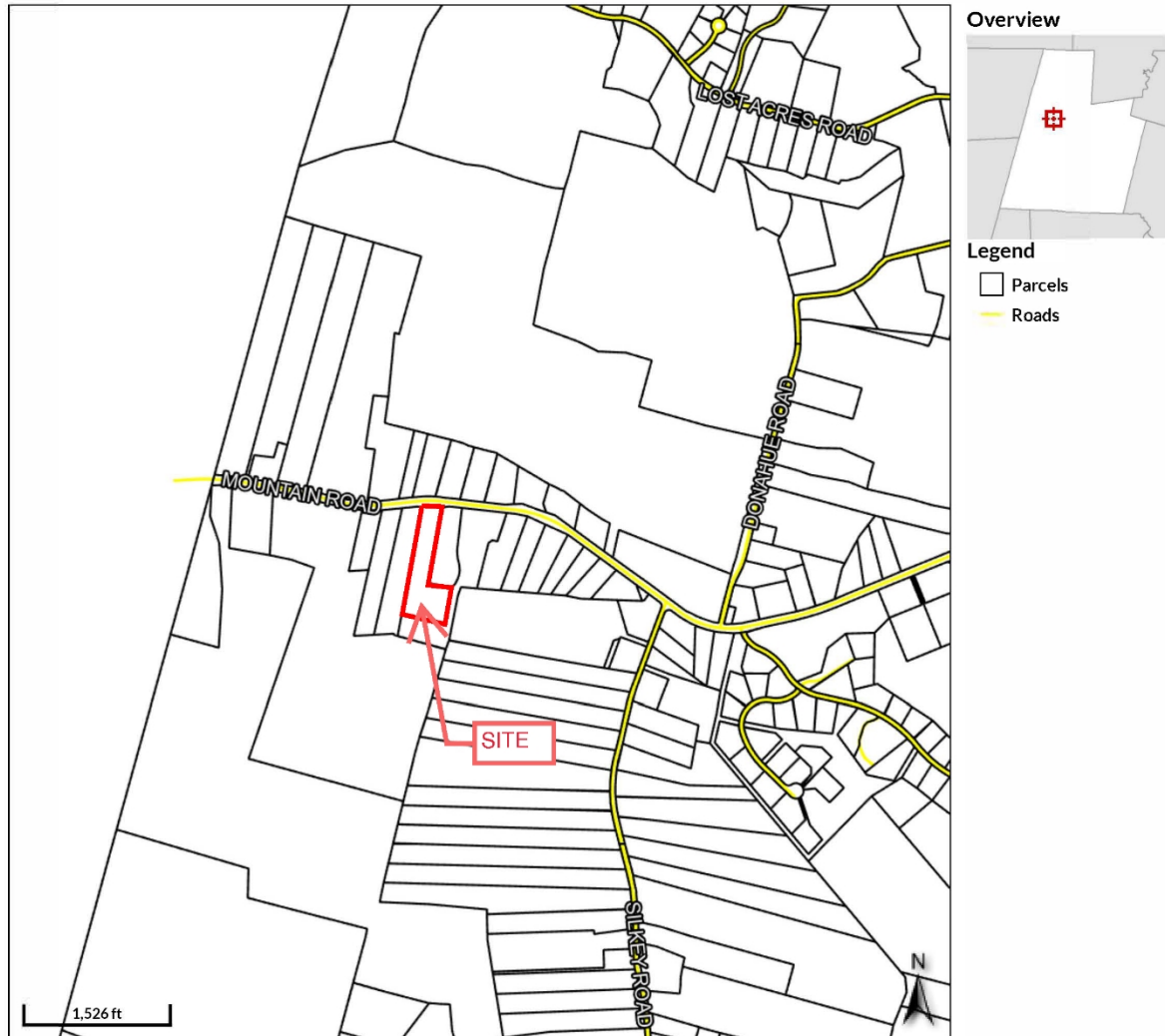
THE TOWN OF GRANBY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.

WBE/MBE/SBE & SECTION 3 DESIGNATED BUSINESSES ARE ENCOURAGED TO APPLY.

Attachment A

AREA MAP:

 Town of Granby, CT



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