



Litchfield Department of Public Works

Invitation to Bid

Litchfield Intermediate & Litchfield Middle School Concrete Sidewalk Replacement

The Town of Litchfield is accepting sealed bids from qualified firms to replace the existing concrete sidewalk at the Litchfield Intermediate School (LIS) and Litchfield Middle School (LMS) located at 34 & 14 Plumb Hill Rd Litchfield, Connecticut. All bids must be submitted on forms and in accordance with specifications supplied by the Litchfield Public Works Department. **Sealed bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT 06759 until 10:00 a.m. on Tuesday May 24, 2016 and will be opened and read publicly at that time.** There is a non-refundable \$10 fee unless electronically downloaded from the Town of Litchfield web site www.townoflitchfield.org. **There is a Mandatory site walk on Tuesday May 17, at 10:00 AM in front of the Litchfield Intermediate School.**

1. Intent

The intent of these specifications is to obtain a contractor to replace the existing concrete sidewalk at the LIS and LMS locations. The contractor shall have adequate licenses, insurance, equipment, materials and certifications to insure completion following the issuance of the Notice to Proceed and in cooperation with the School administration. The contractor will complete all necessary work in accordance with the contract plans. The contractor is responsible to obtain necessary permits.

All bidders shall observe the following instructions and specifications.

2. General Provisions

Place of Opening: Office of the First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: Tuesday May 24, 2016 at 10:00 a.m.

Bid Return Envelope: Please return an envelope with the bid and clearly mark your envelope with the bid title "**Litchfield Intermediate School and Litchfield Middle School Concrete Sidewalk Replacement Bid**" and opening date to prevent a sealed bid from being opened prior to the bid opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms shall be submitted:

- Bid Schedule
- Hold Harmless and Supplemental Agreement
- Background checks
- Non Collusion Form
- Non Discrimination Form
- List of Completed Projects and References

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Len Fasano, Facilities Manager by, e-mail to be received no later than **Thursday, May 19 2016 at 1:00 pm**. Any questions received after that date will not be answered.

Contact information is as follows:

Len Fasano Facilities Manager
101 Russell Street
Litchfield, CT 06759
(860) 567-7571
(860) 567-7578 fax
Lfasano@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

Town shall give notice of acceptance of bid to the successful bidder by mail to bidder's address stated in bid. Individuals are invited to attend the bid opening, with official bid results pending notification to the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids, for reason the Town deems advisable, and to award Contract or Contracts to any of Contractors bidding on work, regardless of amount of bid.

7. Performance; Labor and Material Bond

The successful bidder must furnish a one hundred percent (100%) Performance Bond with a surety company acceptable to the owner.

8. Scope of Work Change

The Town reserves the right to change the scope of the program before or after the bid is awarded, without penalty to the owner. All changes in scope will be issued in writing by the Director of Public Works or his designee.

9. Price, Discounts, and Payment

Prices in bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award. The work must be completed using prevailing wages.

10. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works or his designee.

11. Liquidated Damages

The Contractor shall pay to the Town the sum of **Five Hundred Dollars (\$500)** per calendar day for each and every calendar day for which the Contractor shall be in default in completing the work beyond the time for completion as set forth in the Invitation to Bid. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the Town shall suffer due to such default. The Town shall have the right to deduct the amount of any such damages from the monies due the Contractor under this contract. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

12. Assignment of Contract

Contract shall not sublet, sell, transfer, assign or otherwise dispose of Contract or any portion thereon or of their right, title or interest therein of their obligations thereunder, without written consent of the Town.

13. Acceptance of Subcontractor

Submission of the name of a Subcontractor in the proposal shall be deemed to constitute an acceptance by the Contractor, if awarded contact of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

14. Basis of Payment

Payment for this work shall be a unit price for work completed and accepted except as noted herein and shall include all equipment, materials, labor and tools incidental to the completion of this work.

15. Payments for Extra Work

Written notice of claims for payment for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from owner as approved by the Director of Public Works or his designee to proceed with extra work and also before any work is commenced except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized estimate sheet showing all labor and material shall be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

- Unit prices or combination of unit prices which form basis of original contract.
- A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works or his designee.
- Actual costs plus ten percent (10%) for overhead and profit.

16. Payment Requests, Retainage & Guarantee Period

Contractor must submit a payment request for payment once each month for work done and materials delivered and installed on the site. Each request for payment must be computed from work completed, less ten percent (10%) to be retained until expiration of the guarantee period, which is one (1) year from written acceptance of work.

17. Insurance

The Contractor will carry the following insurance coverage's with an insurance company licensed in the State of Connecticut and approved by the Town of Litchfield. The insurance company must have at least an A-rating by A.M. Best Company. All policies will provide a 30-day notice of cancellation as well as a 10-day notice of any material change in the policies to the Office of the First Selectman for the Town of Litchfield.

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Coverages:

Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent
Broad Form property Damage Liability

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverages:

All owned/non owned/hired/borrowed
Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

18. Environmental, Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor's employees must have all required Occupational Health and Safety Administration, Environmental Protection Agency, Connecticut Department of Environmental Protection and Connecticut Department of Health training and certifications. **Copies of all applicable training records shall be submitted as part of or in addition to a Health and Safety Plan to the Director of Public Works prior to commencing the project**

19. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project except as noted previously where the Town has already obtained a permit. **Copies of all permits will be submitted to the Director of Public Works prior to commencing work.** In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

20. Hold Harmless/Supplemental Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

21. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

22. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning Wednesday June 8th, 2016 through Friday July 29, 2016. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond July 29th, 2016 if deemed to be in the best interest of the Town.

Technical Specifications

1. Scope of Work

The intent of these specifications is to obtain a contractor to replace the concrete sidewalk at the Litchfield Intermediate School and Middle school. The work will include the demolition and removal of the existing sidewalks, removing existing base material and installing new process material, new curbing, sidewalks, and (two) handicapped ramps. The contractor shall have adequate licenses, insurance, equipment, materials and certifications to insure completion within twelve work weeks of the issuance of the Notice to Proceed. The contractor will complete all necessary work in accordance with the contract specifications. The contractor is responsible to obtain necessary permits. All work shall be performed using accepted materials and construction practices.

2. Codes, and Standards

Connecticut Building Code
American Disabilities Act
Litchfield Town Ordinances

3. Layout Specifications

The work consists of the following:

- a. The removal of the existing sidewalk, curbing and base material.
- b. Preparing the area for a new sidewalk. Replace the existing base material with 6" (six inches) of new 1¼" of process material provided the Litchfield Department of Public Works. The new process stone shall be compacted, Curbing will be 5" (five inches) wide and 20" (twenty inches) deep with #4 rebar top and bottom.
- c. Area #1. Front of LIS School front doors. Install 16' (sixteen feet) of sidewalk 7'-6" (seven foot, six inches) wide by 5" (five inches) thick constructed of 4,000 psi concrete. The concrete shall contain cement, coarse aggregate and fine aggregate. The sidewalk is to be reinforced with 6x6 W 1.4 WWF wire mesh. A ½" (one half inch) expansion joint shall be installed at the intersection of the curbing and the sidewalk and on 14' (fourteen foot) centers in the sidewalk. Each expansion joint shall be constructed with a #4 rebar with a 5/8" (five eighths inch) I.D. Install 16' (sixteen feet) of curbing, 5" (five inches wide) by 20" (twenty inches) deep reinforced with #4 rebar top and bottom.
- d. Area #2. Front of LIS School by Café. Install 181' (one hundred eighty one feet) of sidewalk 6'2" (six feet two inches) wide by 5" (five inches) thick constructed of 4,000 psi concrete. The concrete shall contain cement, coarse aggregate and fine aggregate. The sidewalk is to be reinforced with 6x6 W 1.4 WWF wire mesh. A ½" (one half inch) expansion joint shall be installed at the intersection with other sidewalks. Each expansion joint shall be constructed with a #4 rebar with a 5/8" (five eighths inch) I.D. polyethylene sleeve at one end. Score joints shall be placed on 5' (five foot) centers as shown in sidewalk detail details. Install 181' of curbing, 5" (five inches wide) by 20" (twenty inches) deep reinforced with #4 rebar top and bottom.

- e. Area #3. Front of Tennis courts install 138'(one hundred thirty eight feet) of sidewalk 5' (five foot) wide by 5" (five inches) thick constructed of 4,000 psi concrete. The concrete shall contain cement, coarse aggregate and fine aggregate. The sidewalk is to be reinforced with 6x6 W 1.4 WWF wire mesh. A ½" (one half inch) expansion joint shall be installed at the intersection with other sidewalks. Each expansion joint shall be constructed with a #4 rebar with a 5/8" (five eighths inch) I.D. polyethylene sleeve at one end. Score joints shall be placed on 5'-3" (five foot, three inches) centers as shown in sidewalk detail details. Install 138' of curbing, 5" (five inches wide) by 20" (twenty inches) deep reinforced with #4 rebar top and bottom.

- f. Area #4. Front of LMS entrance. Install 140' (one hundred forty feet) of sidewalk 7' 6" (seven feet six inches) wide by 5" (five inches) thick constructed of 4,000 psi concrete. The concrete shall contain cement, coarse aggregate and fine aggregate. The sidewalk is to be reinforced with 6x6 W 1.4 WWF wire mesh. A ½" (one half inch) expansion joint shall be installed at the intersection with other sidewalks. Each expansion joint shall be constructed with a #4 rebar with a 5/8" (five eighths inch) I.D. polyethylene sleeve at one end. Score joints shall be placed on 4' (four foot) centers as shown in sidewalk detail details. Install a 20' trough drain 6" wide piped to a storm drain 120' away also rebuild storm drain walls and replace top with new supplied by Litchfield PWD.

- g. Area #5. Beginning of sidewalk to LMS entrance. Install approximately 4' (four feet) of sidewalk, 5' 5" (five feet, five inches) wide by 5" (5 inches) thick constructed of 4,000 psi concrete. The concrete shall contain cement, coarse aggregate and fine aggregate. The sidewalk shall be construct using 6" x 6' panels and is to be reinforced with 6x6 W 1.4 WWF wire mesh. A ½" (one half inch) expansion joint shall be installed on 18' centers. Each expansion joint shall be constructed with a #4 rebar with a 5/8" (five eighths inch) I.D. polyethylene sleeve at one end. Score joints shall be placed on 6' (six foot) centers as shown in sidewalk detail details.

- h. Area #6. Front of Baseball field. Install approximately 64' (sixty four feet) of sidewalk, 8' (eight feet) wide 5"(five inches) thick constructed of 4,000 psi concrete. The concrete shall contain cement, coarse aggregate and fine aggregate. The sidewalk shall be construct using 6" x 6' panels and is to be reinforced with 6x6 W 1.4 WWF wire mesh. A ½" (one half inch) expansion joint shall be installed on 18' centers. Each expansion joint shall be constructed with a #4 rebar with a 5/8" (five eighths inch) I.D. polyethylene sleeve at one end. Score joints shall be placed on 6' (six foot) centers as shown in sidewalk detail details. Install 64' of curbing, 5" (five inches wide) by 20" (twenty inches) deep reinforced with #4 rebar top and bottom.

- i. Replace Protection bollard in front of Café entrance of Litchfield Intermediate School with a 6" cement unit same type that was installed in front of Litchfield High School.

- j. All edges are to be constructed with a ½" (One half inch) radius.

The contractor should refer to the pavement sidewalk markings during the walk for the Areas specified above.

4. Excavation and Stockpiling Soil Materials

Store all excavated materials per the Town of Litchfield's Soil Erosion and Sediment Control Plan. The contractor is responsible for removal of the sidewalk and any excavated materials generated during the demolition and site preparation phase. Silt fence and hay bales shall be placed around catch basins and the base of soil piles to prevent silt washing into the storm water system.

5. Site Grading and Spreading of Topsoil

The site shall be graded to match existing conditions. All grassed areas damaged during the project shall be seeded, covered with hay and watered to promote growth as needed.

6. Permits

The Contractor is responsible for all building permits.

7. Prior Site Inspection

A Mandatory Bid Walk shall be held on Tuesday May 17, 2016 starting at 10:00 a.m. starting at the Litchfield Intermediate School 34 Plumb Hill Rd Litchfield, CT location.

8. Exceptions

Any exceptions to the above specifications shall be so noted with the bid submission.

Note: All questions must be submitted in writing and received no later than Thursday May 19, 2016 at 1:00 pm. The bidder must include an e-mail address as the answers will be sent to all bidders at the same time via e-mail.

Bid Schedule

LIS & LMS School Concrete Sidewalk Replacement

Town of Litchfield

Lump Sum Bid _____ U. S. Dollars

Construction Start Date _____

**** If a discrepancy the written word will prevail.**

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Bidder _____

By _____,
(Signature) (Title)

Name – Typed _____

Date _____

Address _____

Phone _____

Fax _____

Email: _____



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the _____ of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20____

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of named individual)



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Authorized Signatory

Date

Printed Name



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Individual:

I, _____, of _____,
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Signatory

Date

Printed Name