



Department of Public Works

Invitation to Bid

Installation of Fencing around Above Ground Oil Tanks

Litchfield Center and Intermediate Schools, Bantam Annex & Public Works

Litchfield, Connecticut

The Town of Litchfield is accepting bids for the Installation of Fencing at the following locations: Litchfield Center and Intermediate Schools, Bantam Annex and Public Works around above ground oil tanks. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. **Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT, 06759 until 11:00 a.m. on Thursday July 7, 2016 and will be opened and read publicly at that time in the Office of the First Selectman.** 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 June 28, 2016 at 1 pm in the rear parking lot of the Center School, 125 West St.**

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a contractor to install Fencing around above ground oil tanks. The Contractor shall have adequate equipment, and materials for this project to insure completion by **August 19, 2016.**

All Bidders shall observe the following instruction and specifications:

2. General Provisions and Milestone Dates

Site Walk:	Tuesday, June 28, 2016 at 1:00 p.m.
Date of Final Questions:	Tuesday, July 5, 2016 at 1:00 p.m.
Receipt Deadline & Opening:	Thursday July 7, 2016 at 11:00 a.m.
Place of Opening:	Office of First Selectman, 74 West Street, Litchfield, CT 06759
Tentative Award Date:	Board of Selectman's meeting Tuesday July 19, 2016
Period of Performance:	Monday August 1, 2016 to Friday August 29, 2016

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected.

The following forms must be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Non Collusion Form
- E. Non Discrimination Form

3. Mandatory Site Walk

A mandatory site walk for all bidders will be conducted at the Litchfield Center School rear parking lot on Tuesday, June 28, 2016 at 1:00 p.m.

Note: This bid and contract will supersede any and all previous agreements for this work.

4. 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 Tuesday July 5, 2016 at 1:00 p.m. 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) 605-7897
(860) 567-7578 fax
Lfasano@townoflitchfield.org

5. 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 as referred to on the "*Qualification of Bidder*" page, contractor's submitted start date, and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

6. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

7. Award of Contract

The Town reserves the right to reject any and all bids for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid. Contract may be awarded by building to multiple bidders based on price and ability of individual bidders to complete the work in the time frame required.

8. Bid Security

A bid bond or certified check is not required for this bid.

9. Performance; Labor and Material Bond

A performance bond or certified check is not required for this bid.

10. Scope of Work Change

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

11. Substitution of Named Brands

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Director of Public Works.

12. Price, Discounts, and Payment

Prices 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.

13. Delays

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

14. Assignment of Contract

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

15. Acceptance of Subcontractor

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

16. Basis of Payment

Payment for this work shall be at the lump sum bid 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.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved by the Director of Public Works 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 sheet showing all labor and material must 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:

- A. Unit Prices or combination of unit prices.
- B. A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works.
- C. Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retainage and 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.

19. Insurance

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

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

Coverage:

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.

20. Environmental Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

21. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, 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.

22. 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.

23 Length of Contract (Period of Performance)

Period of performance Monday August 1, 2016 to Friday August 29, 2016

24. Background Checks

Background checks will be required for all employees that will be on school premises: Criminal Conviction Information and Department of Children and Families CPS Search.

Technical Specifications

1. Scope of Work

The contractor will install fencing around above ground oil tanks in accordance with the conditions and schedules as noted below in addition to the Bid Terms and Conditions which is part of this package.

2. Scheduled Work

All work shall be performed under the direction and supervision of the Director of Public Works. Scheduled work will not commence until authorized by the Director of Public Works. All work schedules are to be verified by the Director of Public Works.

3. Unscheduled Work

All unscheduled work must be approved in writing, prior to any work being done, by the Director of Public Works.

4. Damage

The Contractor will be responsible for any loss or damage that may happen during installation and will make good any defects or faults that may occur. Reasonable care must be taken to prevent damage to surrounding structures.

Bid Specifications

Tank One Litchfield Center School: Install 100' of 6' high economy grade Yarmouth style spruce stockade fence with 9' long round cedar pointed posts and 2" x 3" spruce backing rails. Fence to include one 4' wide gate. All fence is to be built with dowel construction and installed with posts dirt tamped in ground.

Tank Two Bantam Annex: Install 108' of 6' high economy grade Yarmouth style spruce stockade fence with 9' long round cedar pointed posts and 2" x 3" spruce backing rails. Fence to include one 4' wide gate. All fence is to be built with dowel construction and installed with posts dirt tamped in ground.

Tank Three Litchfield Intermediate School: Install 9 sections of 6' high economy grade Yarmouth style spruce stockade fence with 9' long round cedar pointed posts and 2" x 3" spruce backing rails. Fence to include one 4' wide gate. All fence is to be built with dowel construction and installed with posts dirt tamped in ground.

Double Tanks Public Works: Install 134' of 8' high galvanized chain link system with 2" x 9 gauge wire mesh with a 5' wide gate. Fence is to have 3" terminal posts, 2" line posts, and 1-5/8" top rail. Fence posts are to be set in cement.

Bid Schedule

Installation of Fencing around Above Ground Oil Tanks 2016

For

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

