



Department of Public Works

Invitation to Bid Earth Materials

Litchfield, Connecticut

The Town of Litchfield is accepting bids for Earth Materials. 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 **2:00 p.m. March 31, 2016** and will be opened and read publicly at that time in said office. There is a non-refundable \$10 fee for the bid documents or available at no cost if downloaded from the Town of Litchfield web site: www.townoflitchfield.org.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a contractor to provide Earth Materials to the Town of Litchfield.

All Bidders shall observe the following instruction and specifications:

2. General Provisions

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

Time of Opening: **Thursday, March 31, 2016 at 2:00 p.m.**

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. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works by facsimile, e-mail, or

letter to be received no later than **March 16, 2016**. Any questions received after that date will not be answered. Contact information is as follows:

Raz Alexe, Director of Public Works
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 567-7578 fax
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder or Bidders that best meets the needs of the Town of Litchfield with respect to the needs of the Town of Litchfield.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder(s) by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official Summary of Bids to be mailed at a later date.

6. 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 Suppliers.

7. Bid Security

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

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. 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.

10. 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.

11. Basis of Payment

Payment shall be at the unit price for materials delivered and accepted.

12. 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.

13. 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.

14. 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.

15. 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.

16. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning July 1, 2016 until June 30, 2018. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond June 30, 2018 if deemed to be in the best interest of the Town. **This is a two year bid.**

Technical Specifications

1. Scope of Work

The Supplier based on unit price shall supply materials to location (s) in the boundary of the Town of Litchfield as directed by a representative of the Public Works Department. It is the intent for materials to meet all applicable requirements of State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, FORM 814A, 1995 (herein called FORM 814A), as referenced for description, unless changed by these written specifications. Estimated quantities are provided based on typical annual use and may not represent the quantities actually ordered. The bid shall include submission of a sieve analysis for each material and certification for each material stating material meets applicable specification references.

2. Testing

The Supplier shall be responsible for supplying materials within the specification. The Town shall at any time test the material to determine acceptability of the supplied material. Any material found not to be in compliance with the specifications; shall be removed by the supplier at no additional expense to the Town of Litchfield.

The Supplier must provide certified weight slips for each load delivered, signed copies of which are to be provided with the appropriate invoice.

3. Description of Materials (estimated quantities are for one year)

A. Sand (i.e. O&G #9017) Estimated Quantity 500 yds

Sand shall consist of clean hard, durable, uncoated particles of quartz or other rock, free of lumps of clay, soft or flaky material, loam or other detrimental materials. Material shall not be supplied which contains frozen lumps or other detrimental materials to use in sander units as part of winter snow operations. Sand shall not contain more than 3% of material finer than the no. 200 sieve using AASHTO Method T11. Reference: FORM 814A Section M.05.02-2.

Gradation Requirements

Square Mesh Sieve	Percent Passing by Weight
1/2"	100
3/8"	95-100
#4	80-100
#50	10-30
#100	0-10
#200	0-3

B. Bank Run, Gradation "A" Estimated Quantity 1,000 yds

Shall meet the material requirements in FORM 814A; section M.02.01 Granular Base, gradation "A". This material is intended for use as a base for gravel roads and shall not include any reclaimed aggregate.

C. Bank Run, Gradation "C" 3/4 inch Estimated Quantity 1,500 yds

1 1/4 inch Estimated Quantity 3,000 yds

Shall meet the material requirements in Form 814A, section M.02.01 Rolled Bank Gravel Surface, gradation "C". This material is intended for use as a surface material for gravel roadways and shall not include any reclaimed aggregate.

D. 3/4" Crushed or Uncrushed (i.e. O&G #9831) Est. Quantity 500 tons

Shall meet the material requirements in Form 814A, section M.01.01 for gradation No. 6 material.

E. 3/8" Crushed or Broken Stone (i.e. O&G #9833) Est. Quantity 500 tons

Shall meet the material requirements in Form 814A, section M.01.01 for gradation No. 8 material. This material shall be double washed to remove any coating on the aggregate and is intended for use as a cover material for the chip seal program. After the washing process the percent passing the 100 sieve shall be less than 1%.

F. 3/8" Crushed or Broken Stone/Trap Rock (i.e. O&G #9012) Est.Quantity 500 tons

Shall meet the material requirements in Form 814A.

G. 1 1/4" Medium Crushed Trap Rock/Stone (i.e. O&G #9114) Est. Qty 500 tons

Shall meet the material requirements in Form 814A.

H. 1 1/4" Medium Crushed Trap Rock/Stone (i.e. O&G #9022) Est. Qty 500 tons

Shall meet the requirements for the Connecticut Department of Transportation Bureau of Engineering and Highway Operations specification of processed aggregate, reference File No. 163-I as revised, utilizing broken stone aggregate. Material shall meet the requirement for medium aggregate gradation.

I. Course Crushed Trap Rock/Quarry Torrington(i.e. O&G #9113)Est.Qty. 500 tons

Shall meet the material requirements in Form 814A.

J. Course Crushed Trap Rock (i.e. O&G #9113) Est. Quantity 500 tons

Shall meet the requirements for the Connecticut Department of Transportation Bureau of Engineering and Highway Operations specification of processed aggregate, reference File No. 163-I as revised, utilizing broken stone aggregate. Material shall meet the requirement for medium graduation.

K. Quarry Dust (i.e. O&G #9014) Estimated Quantity 500 tons

Shall meet the material requirements in Form 814A.

L. Armor Stone-Double Washed (i.e. O&G #9067) Estimated Quantity 500 tons

***O&G's numbers are given as a guide as to the exact type of materials we are looking for.

4. Delivery

All deliveries must be made within 48 hours of order unless other arrangements have been agreed upon.

Bid Schedule
Earth Materials

Prices must be good for TWO years

Please circle tons or yards

<u>Bid Item</u>	<u>Unit Price 2016/2018</u>
A) Sand	_____ tns/yds
B) Bank Run "A"	_____ tns/yds
C) Bank Run "C"	
3/4 inch	_____ tns/yds
1 1/4 inch	_____ tns/yds
D) 3/4" Crushed Stone Uncrushed (9831)	_____ tns/yds
E) 3/8" Crushed Stone or Broken Stone (9833)	_____ tns/yds
F) 3/8" Crushed or Broken Stone/ Trap Rock (9012)	_____ tns/yds
G) Med. Crushed Trap Rock/ Stone 1 1/4" (9114)	_____ tns/yds
H) Med. Crushed Trap Rock/ Stone 1 1/4" (9022)	_____ tns/yds
I) Course Crushed Trap Rock/ Quarry/Torrington (9113)	_____ tns/yds
J) Course Crushed Trap Rock (9113)	_____ tns/yds

K) Quarry Dust (9014) _____ tns/yds

L) Armor Stone-Double
Washed (9067) _____ tns/yds

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.

Title: _____

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Fax: _____

Date: _____



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)



NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the
(Firm Name)

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)

Signatures of Named Principals:



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)



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
