BID PACKAGE PURCHASE OF A PRECAST FLOATING FOUNDATION FOR A SALT SHED AVON, CT

July 29, 2009

INVITATION TO BID 09/10-5 STANDARD INSTRUCTIONS BID FORM AGREEMENT GENERAL SPECIFICATIONS DRAWINGS

> Blythe C. Robinson Assistant Town Manager 60 West Main Street Avon, CT 06001-3743

1. INTRODUCTION

The Town of Avon is soliciting bids for the above named project. These Standard Instructions to Bidders are a part of the bid package for the purchase of a pre-cast floating foundation to be set in place. The foundation dimensions are 72' wide by 80' long plus or minus. The foundation will be set in place at the Avon Public Works Facility, 11 Arch Road, Avon, CT 06001. The intended use of this shed is to store treated road salt. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. <u>KEY EVENT DATES</u>

Invitation to Bid Issued July 22, 2009

Pre-Bid Conference Not Applicable

Public Bid Opening 10:00 a.m. August 19, 2009

Bid Awarded September 3, 2009

Commencement of Work Notice to Proceed

Completion Date 90 days from Notice to Proceed/Purchase Order

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon, CT, or from the Town's website at: www.town.avon.ct.us (under "Opportunities") Public Bids & RFPs.

4. BID SUBMISSION INSTRUCTIONS

A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Pre-Cast Floating Foundation for a Salt Shed". If forwarded by mail or courier, the sealed envelope must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Bids may not be submitted by facsimile or email.

- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.

5. QUESTIONS

Any questions on this project should be directed to Mr. Bruce C. Williams, Director of Public Works at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: (860) 409-4368, or by mail: Town Manager's Office, 60 West Main St., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities"). It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project and has performed an on-site inspection of the work location. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled <u>Key Event Dates</u>, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

8. TAX EXEMPTIONS

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. <u>INSURANCE</u>

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant Town Manager PRIOR to commencement of work with the following General Liability & Automobile Coverage requirements:

a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

b. Automobile Liability:

Each Accident: \$1,000,000 Hired/Non-owned Auto Liability \$1,000,000

- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A:VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

10. AWARDING THE BID

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Avon will enter into a written agreement with the selected vendor. The "Bid Awarded" date in section 2. titled <u>Key Event Dates</u> is the date the bid is anticipated to be awarded. It is not a date certain.

The lowest priced bid is NOT the sole determining factor when awarding this bid, and the Town reserves the right to negotiate with the bidder that is preliminarily selected.

11. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this Invitation to Bid, the bidder must attach specifications for any substitutions they consider "or equal", and explain how the substitution compares with the named brand's specification. Include information about substitutions must be included with the bid package. The decision as to whether the substitution is acceptable rests solely with the Town of Avon.

12. SUBMITTALS

The selected vendor must submit drawings stamped by a licensed engineer that will be subject to approval by the Town of Avon.

13. BID BOND

A Bid Bond is not required for this project.

14. PERFORMANCE BOND

A Performance Bond is not required for this project.

15. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

16. DELIVERY REQUIREMENTS

The salt shed foundation must be delivered and set in place at the Town of Avon, Department of Public Works Facility, 11 Arch Road, Avon, CT 06001 within 90 days of the issuance of a Notice to Proceed/Purchase Order.

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM Town of Avon Avon, CT 06001

Purchase of a Pre-Cast Floating Foundation for a Salt Shed August 19, 2009

BID (Proposal) of		(hereinafter called
"BIDDER"), a corporation or limit of the State of, a partnership	p, or an individual doing busines	
SUMMARY BASE BID AND AMO	DUNT	
having visited the site and carefull addenda issued and received prior the materials necessary to construct to Department of Public Works facility labor, materials and anything else resof:	to the scheduled closing time for the foundation for a membrane covering accordance with the general specific	r receipt of bids will provide vered salt shed at the ecifications including all
		Dollars and
c	eents (written words) \$) (figures)
Structure supplier/manufacturer:		
The undersigned submits this Bid wi	thout collusion with any other per	son, firm or individual.
Witness:	Firm: _	
Signature:	Address: _	
Date:		
Name:(print or t		:
Title:	E-mail:	

^{*} Insert the Corporation, Limited Liability Company, Partnership, or Individual name as applicable. Cross out non- applicable types.

Gentlemen:

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to construct the salt shed cover in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

BIDDER hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

BIDDER acknowledges receipt of the following ADDENDA:

No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:

In submitting this BID, the BIDDER acknowledges that:

- 1. The lump sum prices include all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
- 2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
- 3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents.
- 4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDERS investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:	
Company Name	
Address	
Town	
Ву	
	(Authorized Signature)
Title	Date
IF A CORPORATION OR LIMITED LIABI	LITY COMPANY:
A company organized under the laws offollows:	, composed of officers as
President	Secretary
Vice President	Treasurer
Countersigned	
IF A PARTNERSHIP: A partnership doing business under the firm not composed of partners as follows:	name and style of
Name & Title (if any)	Name & Title (if any)
Name & Title (if any)	Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer of such corporation or limited liability company.

BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the BID, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1.	Name of BIDDER:
2.	Bidder's Tax Identification Number:
3.	What year was company organized/formed?
4.	How many years has the BIDDER been engaged in business under the present firm or trade name?
5.	What is the general character or type of work you perform?
6.	Has the BIDDER ever failed to complete any contracted work? If yes, explain with whom and why:
7.	Has the BIDDER ever defaulted on a contract? If yes, explain with whom and why:
8.	For other work you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.
	NOTE : The BIDDER is required to have <u>completed a minimum</u> of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.
9.	Attach a list of <u>all projects</u> that your present organization has completed within the past ter years or is presently working on. Indicate here how many additional pages attachedpages.

0.	List below the equipment that you propose to furnish and use on the proposed work:
	OWNED EQUIPMENT:
	(Staple additional sheets as required)
	RENTED EQUIPMENT:
. •	List the name(s), address(es) and telephone number(s) of the banks or financial institutions used for business and reference purposes
2.	Attach a list of the names, addresses and the background/experience of all principal okey members of the BIDDERS organization, including its officers:
	Indicate the number of pages attached:

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Avon to properly evaluate the qualifications of the BIDDER.

NON-COLLUSION AFFIDAVIT OF BIDDER

Sta	ate of	, County of	, being first
du	ly sworn, disposes and says that:		
1.	He is the owner, officer, representation the BIDDER that has submitted the a	_	
2.	The attached BID is genuine; it is no	t a collusive or sham BID;	
3.	He is fully informed respecting the pertinent circumstances respecting the		f, and knowledgeable of all
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employed parties in interest, including this affiant, has in any way colluded, conspired, conniveragreed, directly or indirectly, with any other bidder, firm or person to submit a collusive on BID in connection with the AGREEMENT for which the attached BID has been submitted refrain from bidding in connection with any contract, or has in any manner, direct indirectly, sought by agreement, collusion, communication or conference with any other bidder, or to firm or person to fix the price or prices in the attached BID or of any other bidder, or to for overhead, profit or cost element of the BID prices or the bid price of any other bidder, secure through collusion, conspiracy, connivance or unlawful agreement any advantage at the Town of Avon or any other person interested in the proposed AGREEMENT.			led, conspired, connived, or to submit a collusive or sham BID has been submitted or to in any manner, directly or erence with any other bidder, ny other bidder, or to fix any bee of any other bidder, or to ement any advantage against
5.	The price(s) quoted in the attached E conspiracy, connivance or unlawful representatives, owners, employees,	agreement on the part of the B	SIDDER or any of its agents,
6. That no elected or appointed official or other officer or employee of the directly or indirectly interested in this BID, or in the supplies, material labor to which it relates, or in any of the profits thereof.			
		(Signed)	(Name of Bidder)
			(Name of Bidder)
Su	bscribed and sworn to before me this		
	day of, 2009		
	Title		
M	y Commission expires, 20_		

STATEMENT OF BIDDERS COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY LAW AND REGULATION INCLUDING EXECUTIVE ORDER NO. 3

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED	ГНАТ:		
NAME OF BIDDER:		 	
BUSINESS ADDRESS:			
To the extent required by law this project with all applicabl minorities and women, and;			
Has has not p Executive Order No. 3 of the regards to Non-Discrimination	State of Conne		
Signature	:		
Title			
Subscribed and sworn to before	re me this		
day of	, 2009		
Title			
My Commission expires	, 20		

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

PRECAST FLOATING FOUNDATION SALT SHED AGREEMENT

day of ______, 2009 ("Effective Date") by and between the Town of Avon, a political

subdivision of the State of Connecticut (the "Town") and _______, a

_____located at ______,
_____(the "<u>Contractor</u>").

This Pre-Cast Foundation Salt Shed Agreement (the "Agreement") is entered into the _____

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for the purchase of materials for a pre-cast floating foundation for a Membrane Covered Salt Shed (the "Work"); and
WHEREAS, Contractor submitted its Bid to the Town on August 19, 2009, for the Work in accordance with the requirements and specifications of the IFB; and
WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;
THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:
1. <u>General.</u> The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 10 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. <u>Duties.</u> Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. <u>Compliance with Laws.</u> Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.
5. <u>Term.</u> The term of this Agreement shall commence on the Effective Date of this Agreement. The Contractor shall not start the Work prior to having received a notification to proceed from the Town. Contractor shall achieve completion of all Work to be performed under the Contract Documents no later than, 2009 ("Completion Date"), subject to any time adjustments as provided for in the Contract Documents.

- 1 -

6.	Payment.	The Town will pay the Contractor the sum of
Dollars	s (\$) upon the completion by the Contractor of all Work required to be
perfori	ned under	the terms of the Contract Documents and acceptance of the Work by the Town.

- 7. <u>Insurance</u>. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 9 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.
- 8. <u>Liability</u>. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.
- 9. <u>Contract Documents.</u> The Contract Documents include, without limitation, the following:
 - (i) The Agreement;
 - (ii) The IFB, including the General Specifications and Technical Specifications;
 - (iii) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;

(iv)) [list any	additional Contract I	Documents]	
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- 10. <u>Hold Harmless.</u> The Contractor agrees to indemnify and save harmless the Town of Avon, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.
- 11. <u>No Assignment.</u> The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

- 12. <u>Termination.</u> If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.
- 13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.
- 14. <u>Change Orders, Price Modifications, and Other Amendments.</u> The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.
- 15. <u>Connecticut Law and Courts.</u> This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.
- 16. <u>Execution</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON			
Ву			
[name of contractor]			
[name of contractor]			
Rv			

GENERAL SPECIFICATIONS PURCHASE OF A PRECAST FOUNDATION FOR A SALT SHED TOWN OF AVON, CT

1.1 GENERAL

It is the intent of these specifications that the bidder shall include all labor, materials, equipment, services and transportation for the construction of the floating foundation for a membrane-covered salt shed.

All workmen shall be skilled and qualified for the work they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified on drawings.

Foundation manufacture shall be performed under factory conditions in a plant specifically arranged for this type of work. Manufacturer shall provide all necessary operations for packing and shipping, and personnel for the assembly and installation of all foundation components.

Approval of the Local Building Official is required before the Town will enter into a contract with the successful bidder. Preparation of the necessary documents, including stamped, engineered foundation plans, to obtain these approvals shall be the responsibility of the Contractor.

The attached plan has been prepared for bidding purposes only. The bid is open to any vendors who can supply the pre-cast block as specified. Vendors are directed to note the language in this bid regarding substitution of name brands for "or equal" equipment or materials, which is section 11 in the Standard Instruction to Bidders.

Dimensions

The foundation shall occupy an area as shown on the attached Drawings.

Materials

All materials used in the structure shall be new, without defects. The quality of the materials used shall be such that the structure is in conformance with the performance requirements specified on drawings.

Material Delivery

The building system materials shall be delivered to the project site during normal working hours on weekdays. Installation shall be done by adequate workmen and equipment to promptly unload and install sections.

Handling

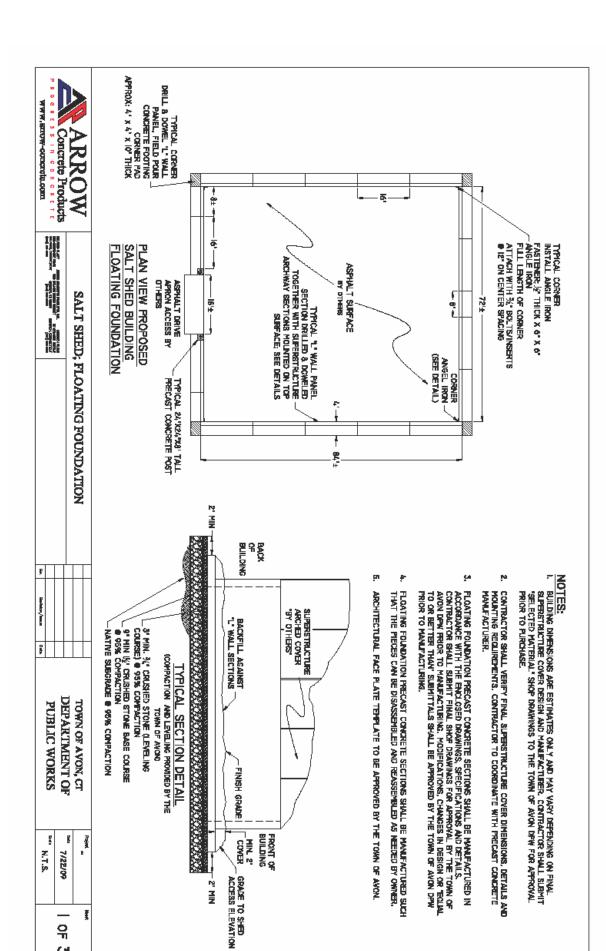
The installation contractor shall be responsible for unloading, field storage, protection and transfer to the work area of all materials and equipment required to perform the work.

Testing

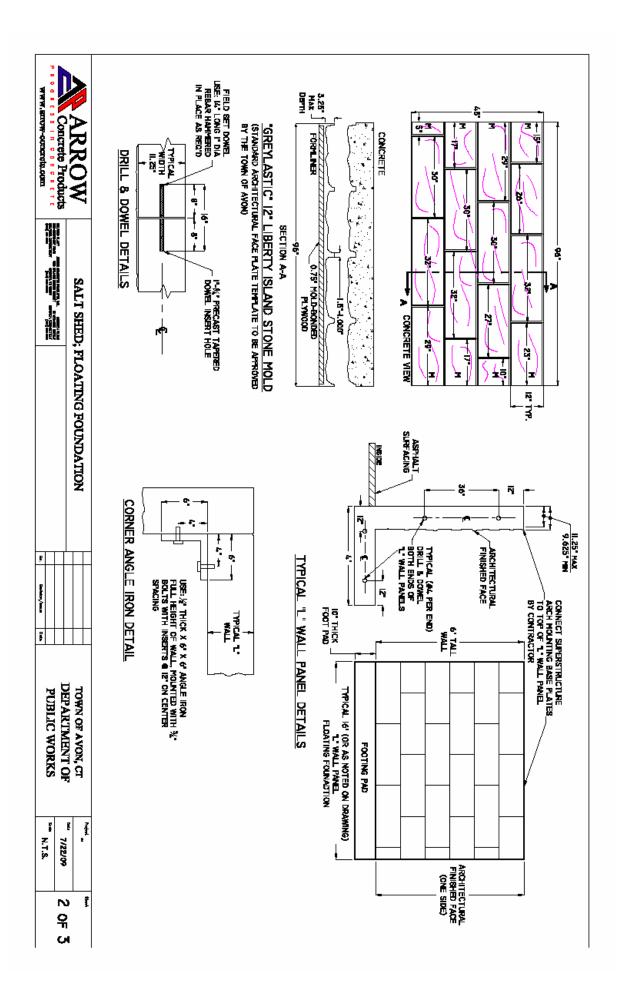
Tests will be performed by an independent testing laboratory employed by the Owner if required by the Town of Avon Building Official.

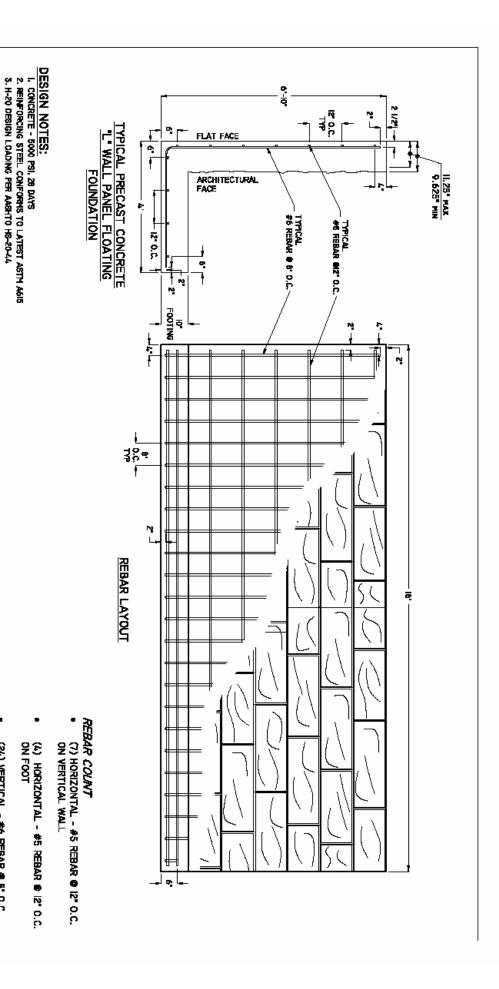
Stone Base

Crushed stone base to be supplied and set to finish grade by Town of Avon.



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ARROW
Concrete Products

SALT SHED; FLOATING FOUNDATION

TOWN OF AVON, CT DEPARTMENT OF PUBLIC WORKS

7/2E/09

3 P 3

(24) VERTICAL - #6 REBAR # 8" O.C.