



TOWN OF MIDDLEBURY

NOTICE OF BID Meadowview Park Soccer Field

The Town of Middlebury seeks an agreement with a qualified individual, firm or corporation to provide installation of soccer field at Meadowview Park. Bids will be received by Connie Brunswick, Finance Assistant, Town of Middlebury, 1212 Whittemore Road, Middlebury, CT, 06762 until **Wednesday, September 7, 2016 at 10:00 a.m.** at which time they will be publicly opened and read aloud in the Conference Room on the second floor of the Town Hall.

Information for Bidders, Bid Proposal Form, Job Specifications and other contract documents may be obtained Monday – Friday from 900am to 300pm at the Finance Department, 1212 Whittemore Road, Middlebury, Connecticut 06762. Bid proposals must be submitted on the forms provided and submitted in a sealed envelope plainly marked **Meadowview Park Soccer Field - Bid.**

To receive consideration, bids must be delivered to Connie Brunswick at the Finance Office no later than the day and hour mentioned above. The Town of Middlebury reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Middlebury. The bidder contractor will be required to provide a Certificate of Insurance naming the Town of Middlebury as an additional insured, and a completed W-9 form at the time of the bid. All bids will be considered valid for a period of sixty (60) days from the date and time of opening.

*****INFORMATION FOR BIDDERS*****

BID OPENING DATE

- All bids must be in a sealed envelope and received prior to the bid opening. Bids will be opened and read aloud at the Conference Room on the second floor of Town Hall, 1212 Whittemore Road, Middlebury, CT. 06762.

PREPARATION OF PROPOSALS

- Proposals must be made upon the forms provided herein. All spaces in the Bid Proposal must be filled in correctly.
- The Bidder must present the prices for which he proposes to complete the work contemplated. In case of a discrepancy where both words and the numerals are requested, the words shall govern. The Bidder shall sign his Proposal, if the Bid Proposal is made by a firm, partnership, or corporation, the Bid Proposal must be signed by an official of the firm, partnership, or corporation that has authorization to sign contracts, and must include the business address and business telephone number, partnership, or corporation, failure to do so may disqualify the bid.
- The Town of Middlebury is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

- Corrections and/or modifications to bid proposals received after the closing time specified will not be accepted.
- Each Bid Proposal must be submitted in a sealed envelope clearly marked on the outside "**BID – Meadowview Park Soccer Field**" and addressed to:

Connie Brunswick, Finance Assistant
Town of Middlebury
1212 Whittemore Road
Middlebury, CT 06762

SUBMISSION OF BID PROPOSALS

- All bid proposals and supporting literature shall be submitted on or attached to the proposal form contained herein.
- Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
- Bid proposals shall be delivered by traditional method of mail or hand delivery.
- **Bid proposals delivered via fax will not be considered or accepted.**

BID WITHDRAWAL

- Bidders may withdraw their proposals at any time prior to the bid opening date. Withdrawals of bids shall be in writing and formally received, dated and time stamped and be recorded by Connie Brunswick, Finance Assistant prior to the date and time of the bid opening.
- No Bidder shall withdraw, cancel or modify their proposal for a period of sixty (60) days after the bid opening.

USE OF SUBCONTRACTORS

- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors including company name, State of Connecticut Contractor's license number, address, phone number and proof of insurance for all said subcontractors.
- The apparent low bidder shall file with the Town of Middlebury, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who they plan to actually perform major portions of the work. **This in no way restricts or limits the requirement that all subcontractors must be approved by the Town of Middlebury.**
- Subcontractors listed on the appropriate form or those previously approved may not be changed without the approval of the Director of Public Works.

BIDDER QUALIFICATIONS

- In determining the qualifications of a bidder, the Town of Middlebury may consider his record in the performance of any contracts for similar work into which he may have previously entered.
- The Town expressly reserves the right to reject the bid of any bidder if it is disclosed that such bidder, in the opinion of the Town, has not properly performed such contracts or has neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.
- The Town may make such investigation as they deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS

- More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Bidder is interested.
- Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work.
- Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

PAYMENT

- The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice.
- Payments will be from invoices submitted by the last day of each month of project.
- The successful bidder shall include the job name, job address, and reference to the corresponding purchase order number when submitting an itemized invoice to the Town of Middlebury for the work as described herein after the completion of the work.
- Bid prices will be considered as **NET**, if no discount is shown.

- The successful bidder shall submit invoices to the following address
Town of Middlebury
Accounts Payable Dept.
1212 Whittemore Road
Middlebury, CT 06762

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT

- Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation but a clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation is attached.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

(A) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A) (1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the

Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A) (1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(D) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or

regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

SALES TAX

- The Town of Middlebury will furnish the successful Bidder with the sales tax exemption authorization number.

CARE AND PROTECTION OF PROPERTY

- The Successful Bidder shall take particular care to avoid damages to all private and public property.
- The Successful Bidder shall make good any damages to public or private property to the satisfaction of the Town. There shall be no additional compensation from the Town for the repair or restoration of damaged property or vehicles owned by or caused by the successful bidders work.

AWARD

- The Town of Middlebury reserves the right to enter into an agreement or a purchase order with a single award or split the award.
- The Town of Middlebury reserves the right to accept or reject any or all bids to best serve its interests, or to hold the bids for sixty (60) days before decision is made. The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

INSURANCE 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
Umbrella Coverage with a limit of no less than \$2,000,000
- B. Automobile Liability
Each Accident \$1,000,000
Hired/Non-Owned Auto Liability \$1,000,000
- C. Commercial Umbrella with a limit of no less than \$2,000,000
- D. Owners, Contractors Protective Liability, \$1,000,000 per occurrence. The contractor will provide the Town with an original document of the full policy.
- E. Worker's Compensation and Employer's Liability as required by the State of Connecticut.
- F. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- G. The "Town of Middlebury" shall be named as additional insured on the contractors and subcontractor's general liability, automobile liability and commercial umbrella Certificate of Insurance. Said certificate shall clearly indicate service provided or some easily identifiable reference to the relationship to the Town of Middlebury and indicate a thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- H. All insurance is to be provided by a company authorized to issue such insurance.
- I. These limits are required of bidders in the form of a Certificate of Insurance at the time of the bid opening.

GUARANTEE

- The Successful Bidder shall be required to submit a complete and itemized list of the materials installed under this contract.
- Upon completion of the work and prior to final payment, the Contractor shall submit a guarantee of his work to be free from defect in materials and workmanship. This guarantee shall be for a period of not less than one (1) year and shall be signed by a principal of the Contractor's firm and sealed if a corporation.

NONDISCRIMINATION IN EMPLOYMENT

- The Town of Middlebury is an Equal Opportunity Employer and the successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on

the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law.

COMPLIANCE

- The contractor who is selected to perform this State project must comply with C.G.S G §§ 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 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 work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

ADDITIONAL INFORMATION TO BIDDERS

- Upon request bidders shall provide a list of references for similar projects performed within the last five years in the State of Connecticut.
- All bidders are required to submit a detailed time line with their bid. A start date, number of days for each phase of work and a completion date shall be included.

BID NOTICE

- This contract is subject to state set-aside and contract compliance requirements.

NOTES

- The successful bidder shall furnish all labor and materials as specified in the corresponding plans and details provided to the Town of Middlebury for **Meadowview Park Soccer Field"**
- Discrepancies noted by the bidder in the drawings or specifications must be brought to the Town's attention prior to their bid submission. Upon discovery, the contractor will be required to report to the Director of Public Works or Project Manager prior to replacing those materials or performing further installation work.

REQUIREMENTS

- A required pre-construction meeting shall be held a minimum of three (3) working days prior to the commencement of construction activities on this job.

This meeting shall include representatives from the Town of Middlebury, representatives from the contractor's firm, the contractor's job supervisor and representatives from all subcontractors being considered by to perform work on this jobsite.

- Detailed submittals of materials specifications are required to accompany this bid.
- All craftsmanship shall be of the highest quality. Any craftsmanship determined to be below the highest standards of the particular trade involved will not be accepted, and will be corrected and/or replaced as required by the Director of Public Works.
- 72 hours advance notice before the start of work is required.
- All appropriate permits are required before starting any work! All items of construction shall be in accordance with local, state and federal regulations applicable to this project. Permits can be obtained at the Building Official's Office in the lower level of the Middlebury Town Hall.
- The successful bidder must have access to all materials and equipment before starting the work.
- Once the installation has begun no breaks in the continuity of the work will be accepted unless indicated on the timeline.
- The Contractor shall be responsible for the removal and disposal of all demolition and construction materials and leaving the work area clean at the end of each day.
- Successful bidder shall co-ordinate the project schedule and scheduling of any subcontractors or material deliveries with the Director of Public Works or Project Manager.
- Contractor must be prepared to maintain the same management contact, and installation technicians throughout the duration of the project.
- Successful bidder shall provide material samples to the Town of Middlebury and any selected samples must be pre-approved before ordering material.

QUESTIONS

- Questions pertaining to scope of work should be emailed to Daniel Norton, Public Works Director, at dnorton@middlebury-ct.org
- To request copies of bid specs, please email Connie Brunswick, Finance Assistant, at cbrunswick@middlebury-ct.org

Meadowview Park Soccer Field Bid Specification

Work to be performed for installation of soccer field, App. 80,000 square feet

- Excavation
 - Strip area for soccer field to minimum of eight 8”
 - Pile all suitable soil on site
 - Screen all soil to ¾ inch screen
 - Remove all debris, sod and stone off site

- Construction
 - Amend soil to reach 65% sand content “see attached soil test”
 - Laser grade sub base for crowned field 1% each direction, May need to import material to obtain proper grades
 - Install drainage on Softball side of field with lawn drains if needed, and exit to existing drainage across field “make sure existing drainage is in working condition”
 - Install 4 inch sand blanket and 4 inch perforated drain pipe, stone on subgrade and connect to existing drainage
 - Spread amended screened loam on field, laser grade to obtain 1% grade on crowned field

- Irrigation
 - Install irrigation system on field with swing arms, head to head coverage, “provide cost for booster pump installed” contractor’s responsibility to insure adequate water supply
 - Rake and fine tune for installation of sod or seed Provide cost for Sod or Seed installed Kentucky Blue, Per. Rye and Turf Type Tall Fescue Mix 10 lbs. per thousand square feet
 - Install 4’ high fence on softball side of field and both ends, provide 15’ of netting behind each goal area 50’

- Provide
 - Pre-construction cost breakdown and post construction “As Built” information and mapping for:
 - Fieldwork
 - Seeding and Sodding
 - Drainage System including pipe size & stone size
 - Irrigation
 - Fencing



TOWN OF MIDDLEBURY

Meadowview Park Soccer Field BID PROPOSAL SHEET

(Insert Company Name) _____ will
provide the labor, materials and services described in the plans and details for the
installation of the “Meadowview Park Soccer Field”, Middlebury, CT 06762 indicated as
the “Base Bid” in the amount of
\$ _____ Dollars

Company Name	Company Address
_____	_____
_____	_____
_____	_____
Company Phone Number	Company Fax Number
_____	_____
Email Address	Date
_____	_____
_____	_____
SIGNATURE	

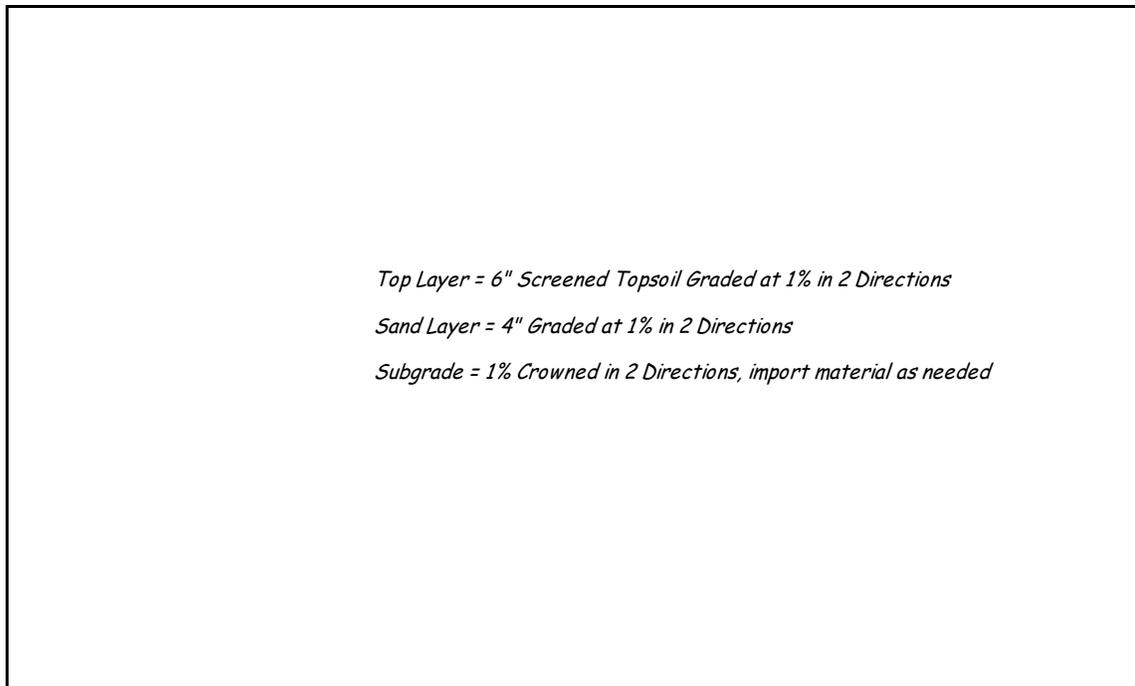
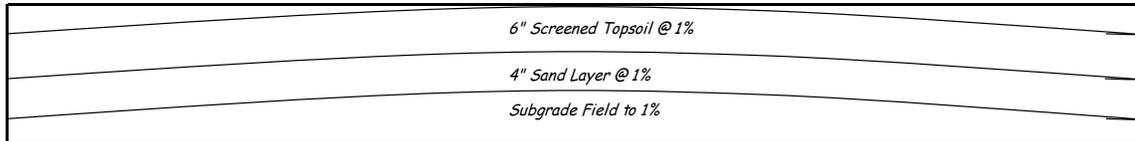
Print Name	Title
_____	_____

Work Component Description	Time to Complete	Unit Price
Stake and strip area approx. 10” deep, pile and screen soil to be saved to ¾” minus. Remove and dispose of all debris, sod and stone.		
Supply and mix sand and organics to amend soil to reach 60-70% sand content and 5% organic content. A soil test shall be presented to the Town showing the properties of the newly amended soil. “See attached soil test for existing soil condition”.		
Laser grade sub base, crowned @ 1% in two directions, center to side and center to end. (contractor may need to supply and import material to obtain proper subgrades) See detail sheet attached.		
Furnish and install drainage system on south side of field (towards softball field) with lawn drains. New drainage will connect to and exit to the existing drainage system. See detail sheet attached.		
Furnish and install 4” perforated drainage pipe @ 2% minimum pitch and stone backfill on subgrade. Connect to the existing drainage system. Pre-approval of drainage system design shall be required before installation.		
Furnish and install a 4” sand blanket on subgrade and drainage system. See detail sheet attached.		
Spread amended topsoil on field with low compaction equipment (no road graders will be allowed) and laser grade to crown field to 1% grade in either direction. Fine rake in preparation for seeding or sodding.		
Seed with Kentucky Bluegrass, Perennial Ryegrass and Turf Type Tall Fescue seed mix at 10 pounds per 1,000 square feet.		
Optional price to furnish and install sod instead of seeding as described above.		
Furnish and install a properly sized and adequately designed irrigation system with swing arms and head to head coverage. Pre-approval of irrigation system design plans shall be required before installation.		
Furnish and install approx. 750 feet +/- of 4 foot high chain link perimeter fence as specified. Pre-approval of fence design shall be required before installation. (see specification sheet attached)		
Provide a cost for field maintenance until the Town officially accepts the job.		

Town of Middlebury
CHAIN LINK FENCE SPECIFICATIONS

- Furnish and install 750 feet +/- of 4 foot high green vinyl coated chain link fence system as specified below
- Fence components shall be 2" mesh x 9 gauge vinyl coated green fabric with knuckled top and bottom selvages.
- 1-5/8" SS40 (.111" wall, 1.83lb per ft) vinyl coated green top rail
- 1-5/8" SS40 (.111" wall, 1.83lb per ft) vinyl coated green horizontal brace rail from corners to first line post.
- 2-3/8" SS40 (.130 wall, 3.12 lb per ft) vinyl coated green line posts
- 2-7/8" SS40 (.160 wall, 4.64 lb per ft) vinyl coated green terminal posts
- 7 gauge aluminized bottom coil wire attached to fabric with 9 gauge galvanized steel hog rings
- A bands to be beveled, all hardware and fittings to be galvanized steel
- Fabric to be tied to top rail and line posts at every sixth knuckle, with 9 gauge aluminum ties
- All posts to be set in concrete. Footings are to be set 36" below finished grade (minimum)
- Diameter of footing shall be 4 times the diameter of the post
- Footings shall be dug "bell shaped" (larger on the bottom) to prevent frost heaving
- Tops of the footing shall be crowned upward to the base of the post to drain moisture away from the post
- Furnish and install netting behind each goal area 50' wide x 15' high.

GRADING DETAILS



360'

210'

DRAINAGE DETAILS

