



**TOWN OF NEW FAIRFIELD
FINANCE DEPARTMENT
3 Brush Hill Road
New Fairfield, CT 06812-2665
(203) 312-5653 FAX (203) 312-5659**

REQUEST FOR SEALED REQUEST FOR PROPOSAL

DATE BID OPENING: Thursday, January 30, 2020

TIME: 11:00 A.M.

LOCATION: Finance Office, 3, Brush Hill Road, New Fairfield, CT 06812

BID TITLE: “Replace/Repair Dock System at Marina.”

BID SECURITY REQUIRED: None

BID NUMBER: 2019-20PWD8

PRE-BID MEETING: All Bidders shall arrange to visit the site prior to bidding. Contact the Public Works Building Manager at (203) 312-5634 to schedule your site visit.

Start date shall be 10 days after the Notice to process is issued, complete date for the start of boating season 2020.

DATED IN NEW FAIRFIELD: January 13, 2020

Purchasing Agent

Submit ONE ELECTRONIC COPY OF THIS BID FORM and associated documents as requested herein, in strict compliance with the Instructions to Bidders

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders and Specifications and Drawing relating thereto, Scope of work calls for mobilization and demobilization, demolition, staging and legal disposal of portions of the existing floating dock marina in accordance with project drawings and specifications. Furnish and install helical anchors and associated hardware in accordance with project drawings and specifications. Work shall include the re-aligning and relocation of the existing docks. Work shall be completed in accordance with project drawings and specifications. Furnish and install elastic rode brackets on existing **Dock 2, 3, 4, Main and Transition Dock**. Work shall be completed in accordance with project drawings and specifications. Furnish and install mooring hawsers, lines, shackles, and all related components by Seaflex® or approved equal. Connect anchor system to anchors and docks at specified tension. Work shall be completed in accordance with project drawings and specifications. Furnish and install proposed new dock spacers with aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets, associated hardware on the **Dock 1, Main Dock and Transition Dock**. Work shall be completed in accordance with project drawings and specifications. Furnish and install 4’ wide x 12’ long ADA compliant

gangway, transition plate and wear plate by Ravens Marine, Inc. or approved equal. Work shall be completed in accordance with project drawings and specifications. Provide an AutoCAD and hard copy survey prepared by Licensed Land Surveyor and certified to A-2/T-2 standards of the docks and as-built anchor locations at the completion of the Project.

The Bidder is responsible for obtaining all necessary permits and approvals, materials and equipment to perform this work. The Bidder must be fully Insured and Bonded. The Bidder must give a 100% guarantee of all work.

STANDARD BID AND CONTRACT TERMS AND CONDITIONS:
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All Invitations for Bids issued by the Town of New Fairfield, Finance Department will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The Town of New Fairfield is accepting sealed request for proposals for the Scope of work to perform the following, mobilization and demobilization, demolition, staging and legal disposal of portions of the existing floating dock marina. Furnish and install helical anchors and associated hardware. Work shall include the re-aligning and relocation of the existing docks. Furnish and install elastic rode brackets on existing **Dock 2, 3, 4, Main and Transition Dock**. Furnish and install mooring hawsers, lines, shackles, and all related components by Seaflex® or approved equal. Connect anchor system to anchors and docks at specified tension. Furnish and install proposed new dock spacers with aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets, associated hardware on the **Dock 1, Main Dock and Transition Dock**. Furnish and install 4' wide x 12' long ADA compliant gangway, transition plate and wear plate by Ravens Marine, Inc. or approved equal. All work shall be completed in accordance with project drawings and specifications. Provide an AutoCAD and hard copy survey prepared by Licensed Land Surveyor and certified to A-2/T-2 standards of the docks and as-built anchor locations at the completion of the Project.

The Contractor will be responsible for demo removal.

Contractor will be responsible for:

- Permits and Approvals from Town, First Light and State Agencies if needed.
- Confirming actual field dimensions.
- Appropriate protection of adjoining surfaces outside the scope of this project.
- Providing appropriate worker safety as related to working around the area.

To schedule a site visit prior to bidding contact the Lloyd Decker the Public Works Building Manager at (203) 312-5634.

Project is expected to begin the middle of March, 2020 and must be completed 30 days from contract signing.

The New Fairfield Town Park Marina is located at 180 Route 39, New Fairfield, Connecticut.

Bids must be submitted no later than 11:00 a.m. on Thursday, January 30, 2020. Reference Bid Number 2018-19PWD8, on envelopes while submitting your bid. Bids must be received by Purchasing Agent, Patty Mota, 3 Brush Hill Rd., New Fairfield, CT 06812.

All Bidders are required to submit a qualifying statement of financial resources, his experience, and his organization and equipment.

If it becomes necessary to revise any part of the RFP or these Specifications or otherwise provide additional information, an addendum will be issued by the Owner and published on the Town of New

Fairfield website www.newfairfield.org **It is the sole responsibility of the Vendor to consult the Purchasing Department or Town website (Invitation to Bid section) prior to submittal of their final proposal for any addendums to this request.** Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the qualifications not being considered.

I General Specifications

Obligation Of The Contractor The Contractor shall provide all labor, services, equipment, tools, and materials that are required to perform the following, mobilization and demobilization, demolition, staging and legal disposal of portions of the existing floating dock marina. Furnish and install helical anchors and associated hardware. Work shall include the re-aligning and relocation of the existing docks. Furnish and install elastic rode brackets on existing **Dock 2, 3, 4, Main and Transition Dock**. Furnish and install mooring hawsers, lines, shackles, and all related components by Seaflex® or approved equal. Connect anchor system to anchors and docks at specified tension. Furnish and install proposed new dock spacers with aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets, associated hardware on the **Dock 1, Main Dock and Transition Dock**. Furnish and install 4' wide x 12' long ADA compliant gangway, transition plate and wear plate by Ravens Marine, Inc. or approved equal. All work shall be completed in accordance with project drawings and specifications. Provide an AutoCAD and hard copy survey prepared by Licensed Land Surveyor and certified to A-2/T-2 standards of the docks and as-built anchor locations at the completion of the Project.

Contractor will be responsible for demo removal.

Contractor will be responsible for:

- Permits and Approvals from Town, First Light and State Agencies if needed.
- Confirming actual field dimensions.
- Appropriate protection of adjoining surfaces outside the scope of this project.
- Providing appropriate worker safety as related to working around the area.

A. Completion Date All work shall be completed middle of April.

B. Permits The Contractor shall keep themselves fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. They shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Town of New Fairfield and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. Permits, license and temporary easements necessary for the prosecution of the work shall be secured and paid for by the Contractor.

C. Materials And Workmanship It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Town of New Fairfield Building Manager to require first class work and materials in all respects and such interpretation shall be accepted by the Contractor.

D. Materials And Manufactured Articles All materials and workmanship shall be subject to the approval of the Town of New Fairfield Building Manager and shall be in conformity with approved modern practices. Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior or low grade, material will be either approved or accepted,

and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

- E. Material Disposal** The Contractor shall be responsible for all disposal fees associated with the project.
- G. Guarantee** The Contractor shall guarantee that the work done under this Contract and the materials furnished by them and used in the construction of the same are free from defects or flaws. The guarantee of workmanship is for a term of (1) one-year from and after the date upon which the final payment is formally approved by the Town of New Fairfield. It is hereby agreed and understood that this guarantee shall include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.
- H. Payment** Upon completion of the project, the Town and the Contractor shall jointly conduct a final inspection to ensure that all work was completed as specified in the Contract. The Contractor shall submit an invoice in the amount of (100) one hundred percent of the contract value to the Town for payment.
- I. Site Visit** All Contractors wishing to submit a proposal **shall** contact Lloyd Decker the Building Manager at the Public Works Department, at (203) 312-5634 or Purchasing Agent, Patty Mota at (203) 312-5653 to arrange a site visit. Contractors are encouraged to visit the site to take all measurements, note all conditions, and all other factors, which may affect the work as no exceptions will be considered after the award of the project; even though it may be a hardship on the Contractor. Questions should be directed to, Building Manager @ (203) 312-5634.

II Specifications For Replacing/ Repairing Docking System

- A. Submittals** Prior to commencement of any work, the Contractor shall submit to the Town for approval a material list including technical information; associated warranty paperwork; and samples if so deemed necessary by the Town.
- B. Precautions**
 - The Contractor shall safe-off the work site at all times using barricades, or other owner approved methods.
 - The Contractor shall protect adjacent portions of the docks to prevent any unwanted damage to the facility.
 - The Contractor shall ensure that all penetrations, mechanical equipment, drains are in place and secure.
 - The Contractor shall ensure that areas within the vicinity of the application area are protected.
- C. Cleaning**
 - The Contractor shall clean-up and leave the project areas complete and finished. The work areas shall be restored to their proper condition by cleaning, repairing or replacing any damaged surfaces.
 - In conjunction with the final inspection, the Contractor shall properly remove all debris, containers, materials, and equipment from the job site and acceptable to the Town of New Fairfield.
 - The Contractor shall dispose of all containers in accordance with state and local environmental regulations.

Warranty Shall be provided for all products against defects in materials and workmanship for (1) one-year from the completion date of the project.

All qualified bids will be evaluated. The award will be made to the Bidder whose overall arrangements are deemed the best interest for the Town of New Fairfield. The Town of New Fairfield reserves the right to reject any bids. **Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this bid might be rejected. The decision shall be final and not subject to recourse by the Bidder. The Town of New Fairfield has the right to divide this project among Bidders and or phases of the project.**

All costs incurred by Bidders in preparing or submitting bids are the Bidders sole responsibility. The Town of New Fairfield will not reimburse any Bidder for costs incurred prior to the award of bid.

The Town of New Fairfield is exempt from the payment of taxes imposed by Federal Government and the State of Connecticut. Such taxes should Not Be included in the bid price.

The person signing on submitting the bid must be a legal representative of the firm authorized to bind the firm to the contract in the event of a successful bidder.

The bidder agrees to be bound by their bids for a period of 30 days from the date of submission.

A qualifying statement maybe requested of the successful Bidder's financial resources, his experience and his organization and equipment available to complete the work. The Town of New Fairfield shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. The right is reserves to reject any bid where an investigation of the available information does not satisfy the Town of New Fairfield that the Bidder is qualified to carry out properly the terms of the specifications.

The contractor shall take out and maintain during the life of the project adequate Workmen's Compensation Insurance, for all his employees employed. In case of employees are engaged in hazardous work under the contract at the site of the work, is not protected under the Workmen's Compensation statute. The contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.

The Contractor agrees to furnish insurance coverage for liability, property damage and medical coverage in the following minimum amounts:

- Liability \$1,000,000 per occurrence, \$5,000,000 Umbrella
- Property Damage \$1,000,00.00
- Medical Payments \$10,000 per person.

Policies under this section shall be issued by companies accredited by the Insurance Commission of the State of Connecticut and shall save the Town of New Fairfield and its employees, both collectively and individually, harmless from any claim resulting from personal injuries or property damage caused by Contractor, his agents, servants or employees. Contractor may not operate equipment on this job site without at all times having such insurance in effect. The Contractor must submit to the Purchasing Agent evidence of such insurance coverage in advance of the beginning of start date of this project; said insurance shall name the Town of New Fairfield and its agents, servants, and employees as the party insured. The Contractor must have valid State of Connecticut license, and be register with the State of Connecticut. **The contractor shall supply a copy of the current trade license to the Town of New Fairfield prior to start of project.**

The Contractor shall pay all licenses and permit fees now in existence or which may be incurred due to this agreement or the services provided. The Contractor shall be responsible for complying with any

applicable federal, state and local laws, codes and regulations concerning any or all services covered by this agreement.

The Contractor shall comply with all Town of New Fairfield polices and federal and state laws, rules and regulations concerning non-discrimination in employment. The successful Bidder shall not employ any subcontractor to fulfill any of the duties specified without prior written approval of the Town of New Fairfield or Purchasing Agent.

The Contractor must submit in writing (3) three professional work references, provide a brief scope of work for each project completed.

Having carefully examined the attached specifications for the REPALCE/REPAIR DOCK SYSTEM at New Fairfield Town Park, located at 180 Route 37, New Fairfield, CT 06812, the undersigned agrees to furnish all materials and labor and meet all requirements.

BID INSTRUCTIONS: Submit **ONE ELECTRONIC COPY OF THIS BID FORM and associated documents as requested herein, in strict compliance with the Instructions to Bidders.** Fill in all blanks. Blank or “No Bid” entry may result in the bid being considered non-responsive or incomplete. The Owner reserves the right to reject any and all bids for any reason.

BID PROPOSAL FROM:

NAME: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

EMAIL: _____

In signing this Bid, I agree that I have received all of the Bid Documents entitled Addenda numbered and dated as follows:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

I have included the provisions of the above Bid Documents and Addenda in my bid. I have received and reviewed the Bid Documents entitled “New Fairfield Town Marina - Town of New Fairfield”. I have also examined the project site.

Is Your Company Women Owned Yes No

EXCEPTIONS

Page #

Paragraph #

Item Description & Alternate Proposal

Page #	Paragraph #	Item Description & Alternate Proposal

REFERENCES

List below at least three (3) references for similar projects, including all information requested. **THIS PAGE MUST BE COMPLETED.** If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked. **"REFERENCES - CONFIDENTIAL"**. The Town of New Fairfield is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

Company

Bid Title _____

Street

Bid # _____

City, State, Zip

Telephone

HOLD HARMLESS AGREEMENT

herein

"**THE CONTRACTOR**" assumes responsibility and liability for any and all injury to or death of any and all persons, including **THE CONTRACTOR'S** agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by **THE CONTRACTOR** or **THE CONTRACTOR'S** agents, servants or employees, or **THE CONTRACTOR'S** subcontractors or suppliers, and **THE CONTRACTOR** shall indemnify and hold harmless the owner, the Town of New Fairfield, and the (engineer/architect),

_____ from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. **THE CONTRACTOR** if requested shall assume and defend at **THE CONTRACTOR'S** own expense, any suit, action or other legal proceedings arising therefrom, and **THE CONTRACTOR** hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

Dated at New Fairfield, Connecticut this day of 2020.

Signed, Sealed and Delivered
in the presence of:

CONTRACTOR: _____

By: _____

Title

GENERAL INFORMATION FOR BIDDERS

Sealed bids will be received at the Office of the Purchasing Agent, 3 Brush Hill Road, New Fairfield, CT 06812 until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the internet at the Town's website: www.newfairfield.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, BOE Hall Annex, 3 Brush Hill Road, New Fairfield, CT 06812, (203) 312-5653.

BID BONDS: not applicable at this time, shall be in the amount of 5% of the total bid made out in favor of the Town of New Fairfield and issued by a Surety company acceptable to the Town of New Fairfield, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The Town of New Fairfield will not be held liable for the accrual of interest on any check held by the Town in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the Town determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same; an amount representing a loss to the Town of New Fairfield by reason of such failure shall be retained and paid into the Town of New Fairfield treasury.

REPLIES: whether bid or no bid must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the Town of New Fairfield or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Town of New Fairfield will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. New Fairfield, CT.** All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-312-5653. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidder should check the Town's website for addendums/updates 48 hours prior to the bid opening.

IDENTICAL BIDS: In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared “non-responsive” and recommended for rejection. The Town of New Fairfield shall not be responsible for any errors or omissions by the Offeror.

CONTRACT: A response to an Invitation to Bid (ITB) is an offer to contract with the Town of New Fairfield based upon the terms, conditions and specifications contained in the Town’s ITB. Bids do not become contract unless and until executed by the Town of New Fairfield.

CONFORMITY WITH CONTRACT: In the event the Town of New Fairfield determines that the service performed or materials furnished by the Contractor are defective, not in conformity with the contract requirements, or has resulted in an inferior or unsatisfactory level of service, the Town of New Fairfield shall order the Contractor, in writing, to correct the nonconforming condition with seven (7) days of receipt of letter. Upon failure of the contractor to comply, the Town of New Fairfield shall have the authority to correct the condition by other means, including the use of Town of New Fairfield employees or by separate contract. The costs of the action taken by the Town of New Fairfield shall be deducted from any Monies due or to become due to the contractor under this contract. Notwithstanding the above notice provisions, if the Town of New Fairfield determines that a condition exists which may adversely affect the health or safety of a person or property, the Town of New Fairfield shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the Town of New Fairfield that the Contractor is unable to correct the condition, the Town of New Fairfield shall have the authority to correct the condition by other means without further notice. Should the Contractor fail to adhere to the specifications and requirements, the Town of New Fairfield may, at its option, withhold any payments due until such time as the nonconforming items are corrected. The Town of New Fairfield may also assess financial penalties as described in these specifications. If the Town of New Fairfield has cause to correct a condition that, in the Town of New Fairfield’s opinion, should have been done by the Contractor, Town of New Fairfield may elect to assess financial penalties and/or the additional cost to the Town of New Fairfield to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

CANCELLATION:

The Town of New Fairfield reserves the right to cancel any unfulfilled portion of the contract (30 day written notice) providing, in the opinion of the Department of Finance, services and/or materials supplied by the Contractor is not satisfactory or consistent with the terms of the contract. Upon cancellation, the maintenance charges will be prorated over the period the contract has been in force, however, the Contractor shall not be entitled to any profit on unfinished or unearned work.

SUBCONTRACTING:

The Contractor may utilize the services of Subcontractors subject to the approval of the Town New Fairfield. The Contractor shall list all Subcontractors they intend to subcontract to, with a specific description of the services each Subcontractor is to perform. The Contractor shall not award work to any

Subcontractor other than those submitted with their qualifications proposal without the prior written approval of the Purchasing Agent.

All Subcontractors shall be required to carry the same insurance, and under the same conditions, as specified for the Contractor. Nothing contained in the Contract established between the Contractor and the Town of New Fairfield shall create any contractual relationship between the Town of New Fairfield and any Subcontractor.

TAXES: Omit all State and Federal taxes from the bid. The Town of New Fairfield is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the Town of New Fairfield upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the Town of New Fairfield Purchasing Agent in a manner that is in the best interest of, and best advantage to, the Town of New Fairfield, provided any such interpretation shall be reasonable.

RESPONSIBILITY: The Contractor shall save the Town of New Fairfield, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the Town of New Fairfield, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the Town of New Fairfield (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the Town of New Fairfield of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the Town of New Fairfield's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the Town of New Fairfield or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The Town of New Fairfield reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

GUARANTEE: Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

SAMPLES: Forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the Town of New Fairfield or its representative. Samples not returned to the bidder will be disposed of at the discretion of the Town of New Fairfield or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The Town of New Fairfield or its designated agent will dispose of items not picked up within 30 days.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the Town of New Fairfield reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the Town of New Fairfield reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the Town of New Fairfield will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

LIQUIDATED DAMAGES: The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the Town of New Fairfield as liquidated damages for such failure or refusal, an amount equal to \$100.00 per day. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the Town of New Fairfield for the loss or deprivation of such necessary item(s) or service(s).

BONDS (if applicable): PERFORMANCE BOND APPLICABLE AT CONTRACT

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the Town of New Fairfield and executed by a surety company authorized to do business in the State of Connecticut. The Town of New Fairfield reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, and Savings Account in both the Town of New Fairfield & Vendor's name and Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within one year after completion and acceptance of work will be fixed at no cost to the Town of New Fairfield. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the Town of New Fairfield and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the Town of New Fairfield with a surety or sureties satisfactory to the Town of New Fairfield. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the Town of New Fairfield, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Town of New

Fairfield Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the Town of New Fairfield, 4 Brush Hill Road, New Fairfield, CT 06812, its subsidiaries, employees, volunteers, directors & officers as the “additional insured” and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman’s Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman’s compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman’s Compensation statute, the contractor shall provide Workman’s Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the Town of New Fairfield as relates to the contract.

Additional Security: The Town of New Fairfield reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the Town of New Fairfield, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The Town of New Fairfield reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper Town of New Fairfield Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the Town of New Fairfield planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the Town of New Fairfield, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the

standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tag out: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Town of New Fairfield under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the Town of New Fairfield relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the Town of New Fairfield of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of Town of New Fairfield and/or Town buildings. Before proceeding on any contractual work on Town of New Fairfield and/or Town buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Town of New Fairfield. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities. The Town of New Fairfield is an equal opportunity and affirmative action purchaser, and bids from all vendors, including those from enterprises owned by minorities and women, are encouraged.

TERMINATION OF CONTRACT: Any contract entered into by the Town of New Fairfield and the successful bidder shall provide that the Town of New Fairfield may terminate the contract upon three (3) days' notice to the bidder.

The Town of New Fairfield reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the Town of New Fairfield's judgment, will best serve the public interest.

The terms and conditions of these "Instructions to Bidders" are made a part this bid.

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Fairfield or any person interested in the proposed bid;

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

My commission expires _____

Bid for Replace/Repair Dock System BID SHEET

The Town of New Fairfield is accepting sealed request for proposals for the Scope of work to perform the following,

1.0 BASE BID:

The Base Bid shall include the cost of materials, labor and equipment, including overhead and profit plus all applicable taxes and fees necessary to complete the work to the Owner's satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner. The cost in the Base Bid shall include the quantities reflected in the Bid Documents.

ITEM NO.	WORK ITEM DESCRIPTION	TOTAL COST
1	Obtain Building Permit (including permit fee) if required	\$ _____
2	Mobilization and demobilization	\$ _____
3	Demolition, staging and legal disposal of portions of the existing floating dock marina in accordance with project drawings and specifications.	\$ _____
4	Furnish and install helical anchors and associated hardware in accordance with project drawings and specifications. Work shall include the re-aligning and relocation of the existing docks. Work shall be completed in accordance with project drawings and specifications.	\$ _____
5	Furnish and install elastic rode brackets on existing <u>Dock 2, 3, 4, Main and Transition Dock</u> . Work shall be completed in accordance with project drawings and specifications.	\$ _____
6	Furnish and install mooring hawsers, lines, shackles, and all related components by Seaflex® or approved equal. Connect anchor system to anchors and docks at specified tension. Work shall be completed in accordance with project drawings and specifications.	\$ _____
7	Furnish and install proposed new dock spacers with aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets, associated hardware on the <u>Dock 1, Main Dock and Transition Dock</u> . Work shall be completed in accordance with project drawings and specifications.	\$ _____

8	Furnish and install 4' wide x 12' long ADA compliant gangway, transition plate and wear plate by Ravens Marine, Inc. or approved equal. Work shall be completed in accordance with project drawings and specifications.	\$_____
9	Provide an AutoCAD and hard copy survey prepared by Licensed Land Surveyor and certified to A-2/T-2 standards of the docks and as-built anchor locations at the completion of the Project.	\$_____
10	SUBTOTAL	\$_____

Total Base Bid:

I will furnish all labor, material, equipment and services necessary to perform the work required for the Base Bid package in accordance with the bid documents and will take full payment the lump sum price of:

_____ Dollars (\$_____)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)

2. ALTERNATE BIDS:

The Alternate Bids shall include the cost of materials, labor and equipment, including overhead and profit plus all applicable taxes and fees necessary to complete the work to the Owner’s satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner. The cost in the Alternate Bids shall include the quantities reflected in the Bid Documents.

ALTERNATE BID ITEM A-1: REPLACE DOCK 1		
ITEM NO.	WORK ITEM DESCRIPTION	TOTAL COST
Base Bid	Base Bid Total	\$_____
A-1.1	Change in bid amount to furnish and install new aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets and associated hardware on <u>Dock 1</u> . Work shall be completed in accordance with project drawings and specifications.	\$_____
ALTERNATE BID A-1 & BASE BID TOTAL		
<p>I will furnish all labor, material, equipment and services necessary to perform the work required for the Alternate Bid Items package in accordance with the bid documents and will take full payment the lump sum price of:</p> <p style="text-align: right;">_____ Dollars (\$_____)</p> <p>(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)</p>		

ALTERNATE BID ITEM A-2: PORTION OF DOCK 2

ITEM NO.	WORK ITEM DESCRIPTION	TOTAL COST
Base Bid	Base Bid Total	\$ _____
A-2.1	Furnish and install new aluminum framed floating docks, fingers docks including (6) ADA compliant fingers with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets and associated hardware on portion of Dock 2 . Work shall be completed in accordance with project drawings and specifications.	\$ _____

ALTERNATE BID A-2 & BASE BID TOTAL

I will furnish all labor, material, equipment and services necessary to perform the work required for the Alternate Bid Items package in accordance with the bid documents and will take full payment the lump sum price of:

_____ Dollars (\$ _____)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)

3. UNIT PRICES:

Unit Prices shall be used for a change in quantity from the Base Bid. The cost in the Base Bid shall include the quantities reflected in the Bid Documents. The cost of a change in quantity for a specific item shall be calculated using the unit prices below. The Unit Price shall include the cost of materials, labor and equipment, sales tax, and overhead and profit necessary to complete the work to the Owner's satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner.

UNIT PRICE: ADD / DEDUCT				
ITEM NO.	ESTIMATED QUANTITY	WORK ITEM DESCRIPTION	UNIT	UNIT PRICE
U-1	N/A	Helical anchors and associated hardware	Each	\$_____/ft
U-2	N/A	Concrete block and associated hardware	Each	\$_____/ft.
U-3	N/A	Seaflex 4020 TSBP and associated hardware	Each	\$_____/ft.
U-4	N/A	Seaflex 2020 TSBP and associated hardware	Each	\$_____/ft.
U-5	N/A	Addition for increase of helical anchor embedment from bidder's assumed design.	Foot	\$_____/ft.
U-6	N/A	Deduction for decrease of helical anchor embedment from bidder's assumed design.	Foot	\$_____/ft.

4. CONDITIONS OF SUBMITTAL:

In submitting this bid, I agree as follows:

1. To hold open my bid for 30 days after bid opening.
3. To accomplish the work in accordance with the contract documents.
4. To begin work within ten (10) calendar days of receipt of Notice to Proceed.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

END OF BID FORM