

LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID DUE DATE: Thursday, April 1, 2021
BID DUE TIME: 1:00 PM
BID ITEM: Ballard Green Fence Repairs
BID NUMBER: 21-16

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

**Town of Ridgefield
Jacob Muller
400 Main Street
Ridgefield, CT 06877
203 - 431 – 2720**

The return bid envelope must be marked and addressed to the following:

**TOWN OF RIDGEFIELD
DIRECTOR OF PURCHASING
BID NUMBER: 21-16
400 MAIN STREET
RIDGEFIELD, CT. 06877**

Bids must be received no later than the date and time stated above at the Purchasing Director's office via email or . **For further information**, please call **Jacob Muller** at (203) 431-2720 or E-Mail at purchasing@ridgefieldct.org, Fax Number (203) 431-2723.

Bid Documents available at www.ridgefieldct.org in the Purchasing section under Departments

Results may be viewed at www.ridgefieldct.org in the Purchasing Section under Departments after the bid opening.

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

1. Please note; due to The Town of Ridgefield COVID-19 policies and protocols all bids will be submitted electronically or by fax, email purchasing@ridgefieldct.org or fax 203-431-2723.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. All Bidders will receive a confirmatory email stating the bid were received and compliant with the bid due date, based on the time stamp of the fax or email from the bidders submission.
5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits **will cause the bidder to be disqualified**.

Please Note: Certificates of Insurance, if required, MUST name the Town of Ridgefield as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.

7. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the

State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of Ridgefield Road Construction Standards, or as set forth in these specifications.

8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
9. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
10. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
11. **Hold Harmless Agreement:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
12. **Prevailing Wage Rates:** This project **is not** subject to the State of Connecticut's prevailing wage rates.
13. **SBE/MBE and Contract Compliance Requirements:** This project **is not** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements.
14. **Time of Completion:** All work must be completed within **45 days** from receipt of the notice to proceed.
15. **Bonds:** A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Director Purchasing before commencing work.
16. **Bid Bond:** A Bid Bond is not required.

17. **Site Visits:** A site walk is mandatory and shall be scheduled with Bob Schnieder (203) 431-2755 or email recoutmaint@ridgefieldct.org.
18. **Project Locations:** The project is located at Ballard Green, located at the intersection of Main Street and Gilbert Street.
19. **Bid Submissions:** The following items shall be submitted for a bid to be considered complete:
 - (a) Executed proposal sheets, P-1 to P-4
 - (b) Executed Hold Harmless Agreement
 - (c) Certificates of Insurance in conformance to Item 6 above
 - (d) Contractor's List of Subcontractor's (if none, state none)
 - (e) Contractor's Qualification Statement
 - (f) Fracking Waste Disclosure Statetment

**Town of Ridgefield
Parks & Recreation Ballard Green Fence Repairs**

**Bid 21-16 – Fence Repairs, Masonry Wall and Ornamental Fence Painting
March 2021**

The Town of Ridgefield is requesting sealed bids from vendors for providing and serving masonry repairs and fence painting. All bidders will be required to schedule a site walk as directed in the Instructions to Bidders.

Scope of Work

The area of wall for this bid document is the granite wall, fencing and gates facing Main Street (southern corner to northern corner); remove loose concrete and re-point granite blocks and pillars. Upon completion of the masonry repairs, wire brush and sand iron fencing, gates and four (4) light fixtures to prep, prime and paint (2 coats) with black rust proof paint. All areas of repair shall be at the direction of the owner. All walls, pillars, fencing and gates will be pressure washed prior to work being started (Not in Contract). This shall be coordinated with awarded bidder.

The awarded contractor shall furnish & supply all materials and labor to complete the wall repairs and painting, maintain all functions of the Ballard Green as to not interrupt daily operations and maintain a safe & clean work environment. All surfaces shall be protected from the types of trade being applied and furnished. The Time of completion for this project will be 45 working days from the approved paint sample date.

PROPOSAL

Proposal of: _____

to furnish and deliver all materials and to do and perform all works in accordance with the Contract Documents for **Ballard Green Fence Repairs**, the plans and specifications prepared by Robert Schnieder, Parks and Recreation, the works being situated within the Town of Ridgefield, Connecticut.

The undersigned bidder has carefully examined the Contract Documents referred to in the "Information for Bidders", and also the site of the work, and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them for the following sums:

Estimated Quantities

<u>Item</u>	<u>Estimated Quantity</u>	<u>Computed Total</u>
<u>Item 1: Wall Repairs, mortar and repointing</u> the unit price of:		
_____ dollars		
and _____ cents		
(\$ _____) per LS	LS	\$ _____

Item 2: Fence Painting, preparations and paint
(primer and 2 coats finish) the unit price of:

_____ dollars

and _____ cents

(\$ _____) per LS LS \$ _____

For purposes of comparison, the computed Grand Total, All Items will serve as the basis of comparison of all bids. The computed total is not an official part of this proposal.

The Town reserves the right to eliminate any item or portion of the work that it deems to be in the best interest of the Town.

All costs of excavation of unsuitable material as shown on the plans or specified in the field are to be carried under each specific item.

Any inconsistencies between the plans and specifications shall be reported to the Town Engineer. The Town Engineer shall make the final decision on any inconsistencies and their intent.

This is a unit price bid. As noted within these specifications, the Town of Ridgefield does not guarantee the estimated quantities shown for each item within the proposal. By submitting a bid, the bidder acknowledges that the project's final quantities may vary from the estimated quantities shown on the

The Undersigned Also Agrees as Follows:

First: To do any extra work not covered by the above schedule of prices, which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Article 5, "General Conditions".

Second: Within **seven (7)** days from the date of the "Notice to Proceed", to execute the Contract and to furnish to the Owner a satisfactory performance and payment bond in the sum of the full amount of the contract.

Dated: _____

Signature of Bidder: _____

By: _____

Title: _____

Business Address: _____

proposal sheets and that final payment will be made based on the project's final measured quantities, not the estimated quantities.

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the _____ day of _____

Signed, Sealed and Delivered in the
Presence of:

Signed:

Notary Public

APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractor's protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
 - **The Town shall be named as an Additional Insured**
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**
2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability:
Statutory Limits
3. **Comprehensive Auto Liability Insurance:**
 - **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective

date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

Purchasing Department
Town of Ridgefield, 400 Main Street, Ridgefield, CT 06877
203-431-2720 & purchasing@ridgefieldct.org

FRACKING WASTE ORDINANCE NOTICE

On January 9, 2019, The Town of Ridgefield approved and adopted an Ordinance prohibiting the storage, disposal or use of fracking waste on Town of Ridgefield land and/or projects. The complete Ordinance can be viewed at the Town Clerk's Office located at 400 Main Street, Ridgefield, CT or on the town website at the following link;

<https://ecode360.com/RI2176/laws/LF1067113.pdf#search=fracking>

Bidders shall follow this Ordinance in preparation and submission of their bid.

- 1.) No materials containing natural gas or oil waste shall be utilized in providing and retaining services to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 2.) No materials containing natural gas or oil waste shall be utilized in the purchase or acquisition of materials to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 3.) We _____ hereby submit a bid for materials, equipment and/or labor for the Town of Ridgefield. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Ridgefield as a result of the submittal of this bid if selected.

4.) The successful bidder shall submit certificates of origin for project materials, fill and other.

Signed and sealed in
the presence of:

Contractor

By_____

Date_____

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this
day on the_____ day of_____

Signed, Seated and Delivered in the
Presence of:

Signed:

Notary Public

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

2. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

3. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

4. Firm: _____

Firm's Address: _____

Contact: Name _____ Telephone _____

Type of Work to be Performed: _____

Company: _____ Bid Title: _____

Street: _____ Bid No.: _____

City, State: _____ Telephone No.: _____

CONTRACTOR'S LIST OF SUBTRACTORS

Q-2

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

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 _____

4. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

Company: _____ *Bid Title:* _____

Street: _____ *Bid No.:* _____

City, State: _____ *Telephone No.:* _____