



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2024-55

Underground Storage Tank Removals
Fairfield Police Station and Operation Hope

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2024

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms) Name and Title, Printed

Signature

Telephone

E-mail

First Selectman

Director of Purchasing

Date

3/29/2024

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, April 16, 2024

To provide labor, materials, equipment and all else necessary to complete the removal of various underground storage tanks at two locations for the Town of Fairfield Public Works Department as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2024-55" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive bids from qualified contractors to provide all materials, labor, and equipment necessary for the removal and disposal of various underground storage tanks located at the Fairfield Police Department and Operation Hope as specified.

NOTES:

1. The intent is to have the work performed upon award of contract. However, due to the possibility that contaminated soil may be found, the project either partially or in its entirety may not be awarded contingent upon available funding.
2. Upon notice to proceed, Contractor may have immediate site access with all work completed in a timely manner.
3. The Town intends to award both projects to one (1) contractor, however, the Town maintains the right to award to multiple contractors based on pricing and available funding.

PRE-BID MEETING

A site meeting will commence at **10:00 am, 100 Reef Road, Fairfield, Connecticut** on **Thursday, April 4, 2024**, and conclude at **50 Nichols Street** for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/purchasing>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **4:30 pm on Tuesday, April 9, 2024**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Pru O'Brien, Buyer

pobrien@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **4:30 pm on Wednesday, April 10, 2024**, to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

REQUIREMENTS

- A. Any sizes or estimates of quantities are approximate and are not guaranteed in any respect. Prospective bidders are to visit the sites to verify the scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the projects.

- C. The Town of Fairfield reserves the right to award the bid with multiple items:
- to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- E. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the sites.
- F. The awarded Contractor will have access to the sites immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Project Engineer.
- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- H. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents (if applicable), Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**
- I. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project sites.
- J. Legal and Regulatory Compliance:
- All Contractors' employees shall be trained and familiar with pertinent safety rules and guidelines including handling of hazardous materials.
 - Contractor shall maintain a health and safety plan (HASP) in compliance with the Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 910.120: Hazardous waste operations and emergency response.
 - OSHA compliance is the sole responsibility of Contractor, and any deficiency will not be the responsibility of the Town. Contractor shall be solely responsible for ensuring that its employees and subcontractors have all appropriate safety equipment including hard hats, steel-toed boots, respirators, hearing protection, eye protection, skin protection, and fall protection. Copies of OSHA training records for all applicable employees shall be available for review upon request.
 - Contractor shall provide fire suppression equipment for their equipment as is usual and customary for work being performed. A fire extinguisher (ABC or equivalent) shall be present and visible at all times during work.
 - All facility components shall be removed or abandoned in accordance with procedures specified in NFPA 30.
 - All work shall be conducted in accordance with State and local regulations, Connecticut Department of Energy and Environmental Protection (CT DEEP) guidance and industry standards and guidelines.
 - **Contractor shall notify the Town of Fairfield Fire Marshal at least forty-eight hours prior to commencing UST removal activities, Contractor shall be responsible for notifying and obtain all required permits from the Town.**
- K. **Security and Safety:**
- Contractor shall be solely responsible for all safety precautions.

- Excavation activities shall not commence until all vehicle traffic control and pedestrian safety protections are in place.
- Contractor shall provide temporary construction fencing around perimeter of project area and all other signs, safety devices, barricades, and any other safety equipment required to comply with all federal, state and local safety laws, roles, codes, ordinances and/or regulations.
- Contractor shall be solely responsible for means, methods, techniques, sequences and procedures in connection with the excavation work and safety precautions.
- The tank excavation shall not remain open overnight or when Contractor personnel are not present.
- Any open excavation and all work areas shall have their own safety devices or barricades that prevent public access.

ENCLOSURES

1. Cathodic Protection (CP) Testing Report for Fairfield Police Department performed by EnviroShield Inc. dated June 12, 2023.
2. Cathodic Protection (CP) Testing Report for Operation Hope performed by EnviroShield Inc. dated June 9, 2023.
3. CT DEEP Notification for Underground Storage Tanks for Fairfield Police Department
4. CT DEEP Notification for Underground Storage Tanks for Operation Hope

SCOPE OF WORK

Site #1. Fairfield Police Department, 100 Reef Road, Fairfield, CT 06824

Tank #2 Size: 8,000 gal. Oil Tank, Contents: <100 gallons Heating Oil (see attachment for location of this tank.)

Site #2. Operation Hope, 50 Nichols Street, Fairfield, CT 06824

Tank #1. Size: 1000 gal., Contents: <100 gallons Heating Oil

General Scope of Work:

- Obtain all necessary permits for oil tank removal as deemed by Local, State, and Federal regulatory agencies.
- Properly dispose of all residual liquid inside the tank which is estimated above. Disposal costs are to be included in the Base Bid amounts.
- LEP cost to be included in base bid amounts.
- Excavate tanks including all associated piping and remove from the ground. Remove and properly dispose of the concrete and covers above the tanks.
- Inert the tanks as needed and transport it off-site to an approved tank decommissioning facility for proper cleaning and disposal; or clean the tanks onsite and dispose of at an approved facility. Provide documentation that this is completed.
- Remove/abandon associated piping to the base of the building foundation. Cap any line leading to fuel oil pumping equipment. All piping that is underground shall be removed.

- Collect and test soil samples in accordance with the Connecticut Department of Environmental & Energy Protection Underground storage tank regulations.

Underground Storage Tanks (USTs):

https://www.ct.gov/deep/cwp/view.asp?a=2692&q=322600&deepNav_GID=1652

- Clean and cold patch/asphalt all disturbed areas. Final restoration shall be included in Base Bids.
- It is the Contractor's responsibility to protect the construction site and the existing buildings.
- All Federal, State and Local Codes relating to oil tank removal must be maintained. All work must be in strict accordance with all EPA, DEEP, State and Local rules, codes, regulations and ordinances.
- A six (6) foot high chain link construction fence shall be installed around the work area for the duration of construction. The construction site must be properly secured at all times.
- Work area must be kept free of hazards and protected at all times.
- The scope of work does not include replacement of the removed tank.

Clean-up, removal, and proper disposal of all waste and surplus items:

- Contractor shall coordinate all tank cleaning and removal activities with the Fire Marshal and Town officials.
- Contractor or their subcontractor, whichever shall be transporting the waste material from the tank cleaning, shall have a currently valid waste transporter permit from CT DEEP.
- All liquid, sludge and materials generated from tank cleaning are to be removed from the UST, and after the tank has been thoroughly cleaned and rinsed, the contractor is responsible for properly transporting and disposing of all materials.
- Under no circumstance should the tank be cut-up or broken into pieces on-site.
- Contractor shall inspect the removed UST for holes, leaks or signs of a release, and any should be noted and documented with photographs.
- **Contractor shall provide the Town with receipts or other documentation showing the quantity and final disposition of all waste generated within 21 days after tank removal to receive payment.**

Existing Piping Connections and Termination:

- The Contractor shall remove and dispose of all vent pipes and the product piping from the top of the tank to the existing piping.
- Proper termination of existing piping is the sole responsibility of the contractor including but not limited to disconnecting existing piping at specified locations, draining remaining system piping for proper disposal, and proper end termination and capping.

Utilities:

- Contractor shall mark out the property and work area and notify Call-Before-You-Dig (CBYD) as required by law at least two full working days but not more than 30 days before any excavation starts (Excluding holidays & weekends).
- Contractor is responsible for contracting with a private utility locator to locate any private buried utilities in the construction area.
- All utilities are to remain in service during the work, if possible. Contractor shall inform the Town if any utilities need to be temporarily removed from service.

- Contractor shall confirm that any buried water, sewer or electrical lines damaged or turned off during demolition are repaired prior to backfilling and surfacing. Any buried water, sewer and/or electrical lines shall be inspected before they are put back into service.

Backfill:

- Backfill materials should be compacted in 12-inch lifts to 95% minimum density.
 - a. No demolition debris, trash, concrete, asphalt, or excavated soils shall be reintroduced into the excavation or used as backfill.
 - b. Excavated soil that does not appear to be impacted with oil may be reintroduced into the excavation as backfill at the discretion of the Town's designated LEP. The Town's Building Maintenance Manager can notify the Town's designated LEP before backfilling.
 - c. Tie-down straps should be cut off below grade, and concrete deadmen should be left in place.
 - d. Backfill to grade with 10 inches of compacted $\frac{3}{4}$ inch processed stone in preparation for the Town to pave at a later date as part of base bid.
 - e. Price to finish pave with 2-2inch compacted lifts of Class 2 Hot Patch to finish grade to be added as add alternate if Town chooses to have them pave.
- Price of clean backfill should be added to UNIT PRICE Item 3.

Assessment Sampling:

- a. The Contractor will coordinate with Town's designated LEP to allow the collection of UST assessment samples.
- b. Soil samples will be collected from the sidewalls of the excavation, beneath the UST, and along the piping trench, or as otherwise requested by the designated LEP.
- c. If groundwater is encountered, a water sample or samples will be collected per the direction of the designated LEP.
- d. LEP cost to be included in base bid amounts.

Disposal of Contaminated Soil (if applicable):

- If greater than twenty tons of petroleum impacted soils are encountered, or free product is observed on the groundwater surface, or contaminated soil is present below the groundwater table, the Contractor shall discontinue excavation and contact the Town for direction.
- Contractor shall provide the Town with receipts or other documentation showing the quantity and final disposition of all waste generated within 21 days.
- All liquid, sludge and materials generated from tank cleaning are to be removed from the UST, and after the tank has been thoroughly cleaned and rinsed, the contractor is responsible for properly transporting and disposing of all materials.
- Under no circumstance should the tank be cut-up or broken into pieces on-site.
- Contractor shall inspect the removed UST for holes, leaks or signs of a release, and any should be noted and documented with photographs.
- Contractor shall provide the Town with a disposal receipt for the contaminated soil within 21 days. Final payment will be made upon receipt of this report.

Surface Restoration:

- a. The final 10 inches of backfill shall be a minimum of 10” of compacted ¾” process stone to support repaving.
- b. The surface should be graded with no tripping hazards, debris, or large stone.

Closure Report:

- A tank closure and soil report must be supplied documenting the tank removal activities.
- Including a map showing the tanks and all sample locations, activity summary, photographs, analytical reports, tank, soil and liquids disposal receipts and any supporting documentation.
- The report must specifically state whether groundwater was encountered, if any remediation was recommended, and if any occurred.
- The report should be prepared or signed by a Licensed Environmental Professional.
- Contractor shall provide the Town with a disposal receipt for the tank within 21 days.
- The closure report is due within 21 days after tank removal to receive payment.

BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. BID Document #2024-55,
2. Posted addenda (if any) numbered _____ thru _____, posted at <https://fairfieldct.org/purchasing>

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

1. BASE BID #1. Perform All Work required at Site #1. Fairfield Police Dept, 100 Reef Road

(\$ _____) /lump sum _____ Dollars
(Written Amount)

UNIT PRICE Item 1a.

The following Unit Price shall be used to adjust the contract amount if contaminated soil is present and needs to be excavated.

Removal and Disposal of Contaminated Soil: (\$ _____) /ton → Price must be per TON. No exceptions.

Work shall be completed _____ days after receipt of written notice to proceed / purchase order.

2. BASE BID #2. Perform All Work required at Site #2. Operation Hope, 50 Nichols Street

(\$ _____) /lump sum _____ Dollars
(Written Amount)

UNIT PRICE Item 2a.

The following Unit Price shall be used to adjust the contract amount if contaminated soil is present and needs to be excavated.

Removal and Disposal of Contaminated Soil: (\$ _____) /ton → Price must be per TON. No exceptions.

Work shall be completed _____ days after receipt of written notice to proceed / purchase order.

3. UNIT PRICE Item 3.

Clean Backfill Material: (\$ _____) / CY Price must be per Cubic Yard. No exceptions.

4. ADD ALTERNATE: Price to finish pave with 2-2inch compacted lifts of Class 2 Hot Patch to finish grade

(\$ _____) /lump sum _____ Dollars
(Written Amount)

All pricing shall include the cost of labor, materials, equipment, tools, mobilization, plant, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

A complete itemized schedule of values shall be required to be provided by the Contractor, prior to award of contract.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or cashier's check in an amount equal to at least five percent (5%) of the total estimated bid.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “**BID #2024-55**” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Pru O’Brien, Buyer: pobrien@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

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.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Pollution Liability:

- One million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.