

INVITATION TO BID

The Town of Canterbury, CT is soliciting sealed bids for the proposed Oil Tank Removal/Replacement project for the Canterbury Elementary School located at 67 Kitt Road in the Town of Canterbury, Connecticut. This project generally consists of the removal and disposal of the existing underground FRP heating fuel storage tank (UST), replacement of the UST in kind, inspection of existing piping and appurtenant equipment, replacement of those systems found to be unsuitable for continued use, and reconnection of the fuel supply system.

The work described above includes furnish all labor, materials, equipment and incidentals required to remove and dispose of one existing 6,000-gallon underground heating fuel oil storage tank, evaluate the associated appurtenances (including piping up to the existing valve pit, monitoring equipment and appurtenances) for reuse, remediate the resultant excavation as deemed necessary, install a new 6,000 FRP UST, connect the replacement tank to existing appurtenances, back fill the "clean" excavation and restore the site to existing conditions as shown on the Drawings and as specified herein as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the Contract Documents.

A mandatory pre-bid meeting will be held at the project site on 67 Kitt Road in Canterbury, CT at 10:00 AM on May 17, 2019

Sealed bids will be received by the Superintendent of Schools at Dr. Helen Baldwin Middle School, 45 Westminster Road, Canterbury, CT 06331, until 2:00 PM prevailing time on May 29, 2019, when they will be opened publicly and read aloud.

One (1) copy of the Contract Documents will be available for review at the Office of the Superintendent of Schools, Town of Canterbury, CT, Monday, Tuesday, and Wednesday between the hours of 9:00AM and 5:00PM, and Thursday between the hours of 9:00AM and 6:30PM.

Copies of these Contract Documents are available for purchase at the office of Anchor Engineering Services, Inc., located at 41 Sequin Drive in Glastonbury, Connecticut, 06033 Monday through Friday 8:30AM through 4:00PM for a non-refundable fee of fifty dollars (\$50.00) for each set purchased, in the form of a check or money order made payable to Anchor Engineering Services, Inc. Please call ahead (860-633-8770) and allow 24 hours' notice if purchasing a set of Contract Documents. Alternatively, electronic copies of the Contract Documents may be obtained by emailing satkin@anchorengr.com.

Bid security in the form of a surety bond, certified or bank check, or a letter of credit, payable to the Town of Canterbury is required in the sum of 5 percent (5%) of the base Bid. Bid security shall be subject to the condition provided in the Instructions to Bidders. Upon award of the contract, the successful bidder must furnish a Performance Bond and a Payment Bond equal to 100% of the contract price, in accordance with the Contract Documents. All bonds must be from sureties registered in the State of Connecticut.

No Bidder may withdraw his bid for a period of sixty (60) days after the date of bid opening.

The Town of Canterbury reserves the right to accept or reject any or all bids or options, 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 Canterbury.

Tom Millerd - Director of Facilities
Town of Canterbury, Connecticut

TAB B

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION:

The Town of Canterbury, CT is soliciting sealed bids for the proposed Oil Tank Removal/Replacement project for the Canterbury Elementary School located at 67 Kitt Road in the Town of Canterbury, Connecticut. This project generally consists of the removal and disposal of the existing underground FRP heating fuel storage tank (UST), replacement of the UST in kind, inspection of existing piping and appurtenant equipment, replacement of those systems found to be unsuitable for continued use, and reconnection of the fuel supply system.

The work described above includes furnish all labor, materials, equipment and incidentals required to remove and dispose of one existing 6,000-gallon underground heating fuel oil storage tank, evaluate the associated appurtenances (including piping up to the existing valve pit, monitoring equipment and appurtenances) for reuse, remediate the resultant excavation as deemed necessary, install a new 6,000 FRP UST, connect the replacement tank to existing appurtenances, back fill the "clean" excavation and restore the site to existing conditions as shown on the Drawings and as specified herein as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the Contract Documents.

2. GENERAL:

Sealed bids will be received by the Superintendent of Schools at Dr. Helen Baldwin Middle School, 45 Westminster Road, Canterbury, CT 06331, until 2:00 PM prevailing time on May 29, 2019. Bids received after the bid opening will be returned unopened.

A mandatory pre-bid meeting will be held at the project site on 67 Kitt Road in Canterbury, CT at 10:00 AM on May 17, 2019.

All questions from prospective bidders must be submitted to the Anchor Engineering via fax (860-633-5971) or email (sarkin@anchorengr.com) no later than May 22, 2019 at 4:00 PM. Questions after this time will not be responded to.

3. CONTRACT DOCUMENTS:

These Contract Documents include a complete set of proposal forms which are not to be detached from the Contract Documents, filled out or executed. For the convenience of the bidders, separate copies of bid forms are furnished for that purpose.

4. BIDS:

Bids shall be enclosed in a sealed envelope clearly marked "SEALED BID – CANTERBURY ELEMENTARY SCHOOL OIL TANK REMOVAL/REPLACEMENT" along with the name of bidder organization, date and time of bid opening in order to guard against premature opening of the bid.

All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including "Instruction to Bidders". All bids must be regular in every respect; no interlineations, ditto marks, excisions or special conditions shall be made or included in the bid form by the bidder organization.

The Owner may consider as irregular any bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind and, at its option, may reject same. The blank spaces in the bid must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the bid may be rejected. The Bidder shall sign his bid correctly. If the bid is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or by a corporation, the bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

A Non-Collusion Affidavit shall be completed and returned with the submitted bid. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such Bidder is interested. Bids in which the prices are obviously unbalanced may be rejected.

5. ADDENDA & INTERPRETATIONS:

Any request from a prospective bidder for interpretation of meaning of Contract Documents shall be made in writing to the office of Anchor Engineering Services, Inc., 41 Sequin Drive, Glastonbury, Connecticut 06033, and to be given consideration must be received at least seven (7) days prior to date fixed for opening of bids. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of the Contract. Such requests may be sent via facsimile to the office of Anchor Engineering Services, Inc. at (860) 633-5971. Not later than three (3) days prior to date fixed for opening of bids, Addenda will be mailed or delivered to all parties recorded as having obtained Contract Documents. It is the responsibility of the Bidder to verify that all Addenda have been received and incorporated into the submitted bid. Failure of any Bidder to receive any such Addenda shall not relieve Bidder from any obligations under his bid as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. SITE CONDITIONS:

All information on the Drawings or in the contract Documents relating to subsurface conditions, utilities, and other structures is from best sources available at present to the Owner. All such information and drawings of existing construction are furnished only for the information and convenience of bidders.

At the date fixed for opening of bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the Work; and has read

and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

The Owner and the Engineer assume no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

7. BIDDER'S QUALIFICATIONS:

The Owner shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge his Contract. After bid opening, Bidder shall be prepared to furnish the Owner with all written evidence as may be required for this purpose (e.g., financial data, previous experience, present commitments) within five (5) days after Owner requests such evidence. Each bid must contain evidence of Bidder's qualification to do business in the State of Connecticut or covenant to obtain such qualification prior to award of the contract.

Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the Bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence and complete the work at the rate or time specified, and that he is not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work.

8. MODIFICATION:

Any Bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids, by submitting an appropriate document duly executed in a manner that bid must be executed and delivered to the place where bids are to be submitted. After opening of bids, no Bidder may withdraw his bid for a period of sixty (60) days. Owner may, in its sole discretion, release any bid prior to that date.

9. REJECTION OF BIDS:

The Owner also reserves the right to reject any or all bids, for any reason it deems advisable, and to award Contract to any of the Bidder organizations, regardless of amount of bid.

10. TIME OF COMPLETION & LIQUIDATED DAMAGES:

The Bidder must agree to fully complete all work within the number of consecutive calendar days of the issuance of the Notice to Proceed set forth in the Agreement. The Bidder must agree also to pay as liquidated damages the sum set forth in the Agreement for each consecutive calendar day thereafter.

Work Schedule The Contractor shall coordinate with the Board of Education, Director of Facilities, the Fire Marshal, and the Engineer prior to the start of any work associated with this Contract.

The Town and Board of Education wish to complete the project in the summer of 2019. Work should start as soon as possible. All contract work shall be completed **no later than August 20, 2019**. Liquidated damages in the amount of **\$1,000.00** per calendar day will be assessed for each day the project is not completed, unless a time extension is approved by the Town of Canterbury.

The Contractor will notify the Connecticut Department of Energy and Environmental Protection (DEEP) at least thirty (30) days prior to the tank removals on forms prescribed by the DEEP.

Bidders are directed to review all information contained within the Supplementary Conditions relative to work schedule considerations.

11. AWARD OF CONTRACTS:

If the Contract is awarded, Owner will give successful bidder a Notice of Award within twenty (20) days after the day of bid opening. The successful bidder shall then execute and deliver to the Owner, within ten (10) days after notification of the award, three (3) executed Agreements in the form provided by the Owner. If the successful bidder fails to comply with the requirements of these documents within ten (10) days of receiving said Notice, that bidder shall forfeit bid security and, at the option of the Owner, the Award may become null and void. The Owner may then proceed to Award the Contract to another of the Bidders.

12. BID SECURITY:

Each bid must be accompanied by a surety bond, certified or bank check, or a letter of credit, in the amount of 5% of the total of the bid. Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after bid opening, whereupon the bid security furnished by such Bidders will be returned. Bid security with bids which are not competitive will be returned within seven (7) days of bid opening.

13. SCHEDULE OF VALUES:

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Engineer, before the Agreement is executed.

14. SECURITY FOR FAITHFUL PERFORMANCE:

In addition to the Agreement, the successful Bidder shall also provide, within the time stipulated, a Construction Performance Bond by a company satisfactory to the Owner in an amount equal to One Hundred Percent (100%) of Estimated Total Contract Price recorded in the bid section of

Anchor Engineering Services, Inc.

Town of Canterbury, CT
Elementary School Oil Tank Removal/Replacement

the Contract as executed, and a Construction Payment Bond in like amount will be required from the successful Bidder for faithful performance of the Contract.