

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2014-20	Golf Course Netting Installation Minnechaug Golf Course	February 12, 2014 @ 11:00 a.m.

The Town of Glastonbury is currently seeking bids for the installation of golf course netting and poles at Minnechaug Golf Course, 16 Fairway Crossing, Glastonbury, Connecticut.

Bid Forms and Specifications may be downloaded at no cost from the Town's website at www.glastonbury-ct.gov or picked up at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level).

An optional pre-bid site inspection will be held at 11:00 a.m. on Thursday, February 6, 2014. Interested bidders should meet at the Minnechaug Golf Course, 16 Fairway Crossing, Glastonbury, CT 06033

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

INFORMATION FOR BIDDERS
Golf Course Netting Installation – Minnechaug Golf Course

GL-2014-20

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost unless otherwise specified.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. **If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.**
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED: Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid.** The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. **THIS ITEM WAIVED:**A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.

12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.
16. **Non Resident Contractors (IF APPLICABLE)**

Upon award the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more.** The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 - Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.

18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. For technical questions regarding this Bid, please contact Raymond E. Purtell, Director of Parks and Recreation, at (860) 652-7687, email ray.purtell@glastonbury-ct.gov. For administrative questions regarding this Bid, please contact Mary F. Visone, Purchasing Agent at (860) 652-7588, email purchasing@glastonbury-ct.gov . **The request must be received at least three (3) business days prior to the advertised response deadline. All questions, answers, and/or addenda, as applicable, will be posted on the Town’s website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). It is the respondent’s responsibility to check the website for addenda prior to submission of any proposal**
20. **It is the responsibility of the bidder to check the Town’s website before submitting bid for any addendums posted prior to bid opening.**
21. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.

1. Workmanship, Materials and Employees:

- a) Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Director of Parks and Recreation of the Town of Glastonbury acting personally or through any assistants duly authorized.
- b) The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same.
- c) The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

2. Superintendent: The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

3. Preconstruction Meeting: A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. It will be the obligation of the Contractor to arrange such a meeting.

4. Insurance:

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer’s Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Bidder shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

5. **Permits:** All permits, licenses, and fees required for the performance of the contract work, except for those described in the Detailed Construction Specifications, shall be secured and paid for by the Contractor.
6. **Property Access:**
 - a) The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
 - b) The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.
 - c) The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported in writing to the Engineer.
7. **Protection of the Public and of Work and Property:**
 - a) The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.
 - b) The Contractor shall adequately protect adjacent private and public property.

- c) The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.
8. **Existing Improvements:** The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as nearly as practical, all improvements on public property.
9. **Separate Contracts:** The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.
10. **Inspection of Work:**
 - a) The Town shall provide sufficient personnel for the inspection of the work.
 - b) The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
 - c) If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
 - d) Reinspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reinspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.
11. **Right to Increase or Decrease Work:** The Town shall have the right to increase or decrease the amount of work herein specified as may be required.
12. **Right of Engineer to Stop Work for Weather Conditions:** Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the property in proper condition during the time the work is suspended as herein provided, without cost to the Town.

13. Contractor to be Responsible for Imperfect Work or Materials: Any unfaithful work or imperfect material shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to perform the work in the proper manner herein specified.

14. Town May Notify Contractor if Work is not Carried on Satisfactorily:

- a) If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations of the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will insure the completion of the work in the time specified.
- b) If, within five (5) days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.
- c) Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

15. Deductions for Uncorrected Work:

- a) If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.
- b) The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town.

1. Related Documents

- a) The general provisions of the contract including General Construction Specifications and other general requirement sections apply to the work specified in this section.
- b) The extent of work is described herein.

2. Location

The project location is at Minnechaug Golf Course, 16 Fairway Crossing, Glastonbury, CT 06033.

Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract.

Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, Addendum or other documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to the Contract.

3. Bidder's Use of Premises

- a) As this golf course is expected to be open for business and in operation, the Bidder shall coordinate installation of the netting system with the Owner. Work shall be scheduled to minimize disruption to golf course operations and to minimize the amount of time that the netting is not available to protect the adjacent residential areas.

The Bidder shall confine his apparatus, storage materials, supplies, equipment and operations to the areas bounded by the Contract and on-site limits as directed by the Owner. Coordination with the Owner is essential in this matter.

4. Time for Completion

- a) All of the work required under the terms of this Contract shall be fully complete and to the satisfaction of the Owner no later than May 15, 2014.
- b) Because time is of the essence, the Bidder shall complete the installation as soon as possible after receipt of a Notice to Proceed as weather conditions allow.

5. Plans and Specifications at the Site

- a) The Bidder shall maintain at the site, one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, schedules, and instructions, in good order and marked to record all changes made during construction. These shall be available at all times to the Owner or his authorized representative.

6. Owner's Representative

- a) Wherever in this Contract the word "Engineer" is used, it shall be understood as referring to the Director of Parks and Recreation of the Town of Glastonbury acting personally or through any assistants duly authorized in writing. All correspondence and questions shall be directed to Raymond E. Purtell, Director of Parks and Recreation, 2143 Main Street, Glastonbury, CT 06033, (860) 652-7687; Fax (860) 652-7691; ray.purtell@glastonbury-ct.gov.

7. Submittals

- a) Material Safety Data Sheets will be submitted for all products, as appropriate, prior to starting work.
- b) A shop drawing shall be submitted which graphically illustrates the golf course netting system. The drawing shall show the pole spacing, heights, netting, and guying.

8. Existing Improvements

- a) The Bidder shall make certain of the exact location of all underground utilities prior to initiating work under this contract.
- b) The Bidder shall take steps to protect the adjacent first tee from damage by equipment, materials and supplies used to install the net and pole(s).

9. Basis for Payment

- a) This work shall be paid for at the lump sum and unit prices quoted for each item upon satisfactory completion of the work. Bidders shall not include Federal excise taxes or State of Connecticut Sales Taxes, on which the Town is exempt. Should the amount of work be increased or decreased as a result of a change to the Contract, the unit prices submitted as part of the bid proposal will serve as the basis for any change in contract price.

10. Permits

- a) The Bidder is required to obtain whatever building permits that are required in order to complete the work. All Town permit fees will be waived.

11. Cleanup

- a) The Contractor is responsible for the cleanup of all debris and waste products generated by the project. Special care must be taken during the installation to minimize disruption of and disturbance to the grounds and lawn areas.

1. Scope of Work

The scope of the work includes the installation of a new golf course netting system as described herein. The system is located along the right side of the first tee.

- a) Remove existing netting, cable and hardware from four 40' poles with extensions. Remove one 40' pole.
- b) Furnish and install one new 50' high, Class 2, wooden utility pole, southern yellow pine, penta treated.
- c) Furnish and install approximately 150 linear feet of 42' high netting on 50' high class 2 wooden poles with a wind line placed every 50' made of 5/16 high strength coated steel cable. Install rib line of polyester rope down each pole to panelize the net. The net shall extend between three poles approximately 150' wide.
- d) Anchor and guy as appropriate.

2. Materials

The Bidder shall furnish and install the following materials.

- a) Perimeter rope type netting and snaps, as manufactured by Redden Nets, a division of Redden Marine Supply, Inc., 1411 Roeder Avenue, Bellingham, WA 98225-29162, (800) 426-9284, or approved equal.
- b) Class 2 Wood poles as manufactured by J. Baster, San Mateo, California, (800) 780-7073, or approved equal.
- c) All guy wires, cables, anchors, wire, rope, snap-hooks, staples, and miscellaneous fittings as needed to properly install the netting system.

3. Submittals

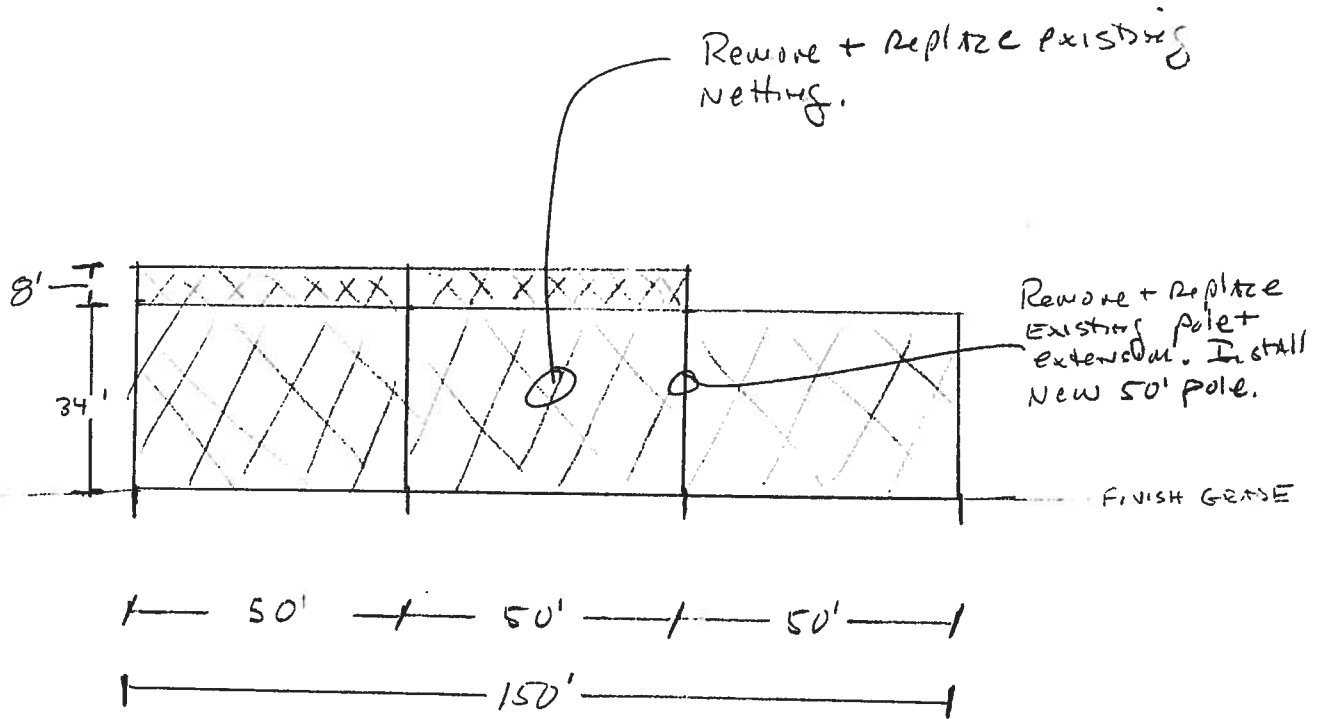
- a) Submit shop drawings and material specifications for approval by the Owner.

DETAILED SPECIFICATIONS

Golf Course Netting Installation – Minnechaug Golf Course

GL-2014-20

Furnish and install approximately 150' linear feet of 42' high netting on 50' class 2 wooden poles as depicted below. All dimensions to be confirmed in the field by Bidder.



NOT TO SCALE

TOWN OF GLASTONBURY
2155 Main Street
Glastonbury, Connecticut 06033

Proposal of _____
(hereinafter called “bidder”), organized and existing under the laws of the State of _____, doing
business as _____.

To the Town of Glastonbury (hereinafter called “Town”).

In compliance with your invitation to Bid the Bidder hereby proposes to furnish materials and/or services
as per Bid Number GL-2014-20 in strict accordance with the Bid Documents, within the time set forth
therein, and at the prices stated below.

By submission to this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as
to their organization that this bid has been arrived at independently without consultation, communication,
or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence this contract on a date to be specified in the Notice to Proceed
and to fully complete the project within _ consecutive calendar days thereafter.

The Bidder acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

It is the responsibility of the Bidder to check the Town’s website for any Addendum before submitting the bid.

BID PROPOSAL
Golf Course Netting Installation – Minnechaug Golf Course

GL-2014-20

TOWN OF GLASTONBURY BID / PROPOSAL

GL-2014-20

DATE ADVERTISED: January 28, 2014 **DATE / TIME DUE:** February 12, 2014 at 11:00 AM

NAME OF PROJECT: Golf Course Netting Installation – Minnechaug Golf Course

LOCATION: Minnechaug Golf Course, 16 Fairway Crossing, Glastonbury, CT 06033

DESCRIPTION: Furnish and install approximately 150' linear feet of 42' high netting on 50' class 2 wooden poles as described in Bid GL-2014-20.

TOTAL OF BID: \$ _____
Numeric Amount

Total of Bid Written Amount \$ _____

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.**

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)
Attest