

Town of Colchester
And
Colchester Public Schools
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Mary Bylone
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeffrey Burt
Superintendent of Schools

(860) 537 - 7208
FAX: 537 - 1252

Bid # 2020-07

Request for Proposals
Fire Company One – Fuel Oil Tank Replacement

BID # 2020-07

Bids shall be addressed to 1st Selectman, Mary Bylone, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. July 9, 2020.**

Bids shall be submitted in a sealed envelope clearly marked, “2020-07 Fire Company One –Fuel Oil Tank Replacement” Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:05 P.M. July 9, 2020.**

Any questions concerning this bid may be answered by contacting James Paggioli, Town of Colchester Director of Public Works, at (860) 537-7288.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.

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RFP #2020-07
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____ - _____

FAX #: _____ - _____

EMAIL: _____

REPRESENTED BY: _____
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

BASE BID

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Lump Sum price for Removal and Disposal of Existing 4000 Gallon U/G Storage Tank	_____
2	Lump Sum price for Installation of 3000 Gallon A/G ConVault Fuel Oil Storage Tank, Including All Accessories, Piping, Concrete Pad, etc (see scope)	_____

Total of Base Bid Amount Written in words:

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Bidders Name (print)

Authorized Signature

Bidders Address:_____

Bidders Phone

Bidders FAX

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General Specifications

All bids must be submitted on the enclosed "Bid Form" *No Exceptions*. Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets.

Scope: This contract shall be defined as, but not limited to:

- a. The general scope of the project is as follows: The existing building of Fire Company One at 52 Old Hartford Road is steel framed, metal sided and sloped metal roof building, typical of the pre-engineered metal buildings constructed in 1987-1988. As part of the construction an 4000 gallon steel U/G fuel tank was installed. The life-span of the existing U/G tank has been surpassed and in order to comply with DEEP U/G tank regulations, the tank must be removed. There are no known fuel leakage issues that the Town is aware of. The Town is wishing to minimize its potential future issue in regards to underground storage tank regulations. For replacement the Town is proposing to have installed a 3000 gallon Above Ground ConVault tank to be installed and connect to the existing service lines entering the building. The 3000 Gallon Tank is on site presently and owned by the Town of Colchester. Said tank is one year since fabrication.
- b. Should funds allow or become available, additional work may be added to the project. The Town also reserves the right to deduct estimated work as required. The quantities listed are estimated for the envisioned work at the Fire Company One.
- c. The work shall consist of furnishing all materials, shoring, fall protection, labor, supervision, equipment, tools, supplies, crane services, and all other expenses in order to conduct the work.
- d. Bidders are required attend any mandatory pre-bid meetings and to perform on site inspections of the areas where systems are to be installed in accordance to the instructions at the pre-bid meeting, and be familiar with the work areas. Site inspections are to be coordinated with staff. No unwarned site inspections shall be permitted. No additional payments shall be made for work that should be apparent to competent installers. Should conflict occur between contractor and project staff in regard to location of equipment, project staff shall have the final determination.
- e. Quality of workmanship shall be in accordance with generally accepted industry standards and materials system warrantee shall be provided to the Town upon completion and acceptance of the work. Contractor shall be aware that the Fire Company is a publicly utilized Emergency Response facility and make a necessary consideration to maintain public access during construction and scheduling of work. Contractor shall coordinate work scheduling and activities with the Chief of the Colchester Fire Department in order to maintain the facilities ability to respond to calls during the construction process. Contractor shall also be responsible for the protection of finish work prior to acceptance and opening an area to the public.

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- f. Bidders are to comply with all applicable laws and regulations in regard to construction activities, i.e. NFPA, OSHA standards, fall protection, Material Protocols, A.D.A. Regulations, C.B.Y.D., etc. All work shall be performed and completed in accordance with the requirements of CFR Parts 260 through 268, 280 and 281, 29 CFR Part 1910.120, 29 CFR Part 1926, Regulations of Connecticut State Agencies (RCSA) Sections 22a-449(d)-1, 22a-449(d)-107, and 22a-449(c)-100 through 119, and all other applicable state and federal regulations.
- g. The contractor shall provide, prior to the start of work, written documentation including all permits verifying that all proposed off-site disposal locations for tank system, fuel and tank bottom sediment/sludge, petroleum impacted soils, piping and associated appurtenances, and other materials, are licensed and permitted in accordance with all codes, laws, regulations, and standards. Approval from the Town of the proposed disposal facilities shall be required prior to mobilization to the site.
- h. At completion, the Contractor shall provide to the Town with written documentation (Closure Report) for all waste, including, but not limited to, tank, tank contents, wastewater and soil disposed as follows: 1) Certificate of Destruction/Recycling/Treatment for tank and piping, fuel oil, sludge, waste liquid from tank cleaning, and petroleum impacted soils with quantities of product and materials disposed identified; 2) Bills of lading for tank and piping; and 3) Nonhazardous Waste manifest for nonhazardous waste petroleum products (i.e.. Fuel Oil), wastewaters from tank cleaning, and petroleum impacted soils. Said report shall be suitable for filing with State of Connecticut DEEP.
- i. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).
- j. The bidder should be aware that the Town may employ third party inspectors to monitor the work or may utilize its own staff. Required excavation protection is required to be in good working order and the contractor will be required to provide access to the work area during construction.
- k. All Manufacturer's Specifications and Installation guidelines shall be provided with the bid response for all components to be utilized.

Specific Scope of Work:

Item 1 – Removal and Disposal of Existing 4000 Gallon No.2 Fuel Oil Tank shall include the following:

- 1) Contractor to transfer any useable product into the existing 1000 gallon A/G tank that is on-site as a temporary measure.

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- 2) Removal of all contents and appurtenances associated with the tank (manways, fuel piping, vent piping, any tank and monitoring devices, etc). Removal of overlying materials including soil and asphalt paving is required. Removal of tank bottom slab or concrete anchors is not required, unless explicitly directed by the Town in order to address potentially petroleum contaminated soils. Said sampling shall be conducted by qualified LEEP and tested at a certified lab in order to compile with required tank closure reporting. Contractor shall provide for all costs of testing/reporting within the bid. Contractor to use care in maintaining existing supply lines from the tank to the building in order to re-use these lines for the new tank.
- 3) Remove petroleum-impacted soil, if encountered, as directed by the Town.
- 4) The Town of Colchester will provide specified backfill materials for former tank location pit and provide compaction for either a pre-cast concrete slab applicable for the support of the tank (as provided by Conn Vault/United Concrete Products).
- 5) All work shall be performed and completed in accordance with the requirements of CFR Parts 260 through 268, 280 and 281, CFR Part 1910.120, 29 CFR Part 1926, Regulations of Connecticut State Agencies (RCSA) Sections 22a-449(d)-1, 22a-449(d)-107, and 22a-449(c)-100 through 119, and all other applicable state and federal regulations.

Item 2 Installation of 3000 Gallon A/G ConVault Fuel Oil Storage Tank

- 1) Contractor shall obtain precast slab for the existing 3000 A/G tank from United Concrete Products. It is recommended that the slab delivery coincide with the placement of the 3000 gallon A/G tank upon set slab. The location of the new tank is to be at grade in the same location as the former U/G tank. Neoprene pads are required under the tank feet.
- 2) The tank shall be properly grounded, and have provided and installed a) clock gauge with overfill alarm, b) vents and e-vents, c) overfill protection valve, d) solenoid valves, e) inventory and phase separation probes, f) any required spill containment devices, g) ground - side fill system hardware and piping shall be used in order to minimize required access to the top of the tank.
- 3) It is the intention for the supply lines that exist to the building to be reused. Should additional work be required for connection, such work will be conducted after approval by the Town of Colchester at agreed to pricing.
- 4) Transfer of remaining usable product from Temporary Tank to 3000 gallon A/G Tank once installed and operational. (if required.)

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USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall undertake, at his/her own expense:

1. To take every precaution against injuries to persons or damage to property. There may be children and staff present during the hours the Contractor may be working. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.
2. To store his/her apparatus, materials, equipment and supplies in such orderly fashion at the site of work as will not unduly interfere with the normal operation of the Colchester Fire Department, the progress of the Contractor's work or the work of others.
3. To clean frequently all refuse, scrap, and debris caused by his/her operations and to legally dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
4. Before final payment, to remove all surplus materials and debris of any nature resulting from his/her operations and to legally dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

Time for Completion of Work Scope

Work shall be completed within 90 days from date of written Notice to Proceed. All bonds and insurance certificates shall be provided within 10 days of the opening of the bid and prior to a bid award.

Contractor to be aware that there may be weekdays during that period they are unable to conduct work due to Holidays or Elections being conducted and shall plan work and protection of work accordingly.

Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

Bond Requirement and Guarantee

The bidder selected to perform work under this contract is required to provide a Payment and Performance Bond in the full amount of the work awarded. Original signed and sealed copies of bonds shall be provided to the Town prior to the Notice to Proceed being issued.

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INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000 General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3.. Broad Form Property Damage.
- 4. Independent Contractors.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or

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property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by vendor due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

Invoicing: Contractor shall prepare invoicing for payment for completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work that has been completed, inspected and approved as above.

References: Vendor must supply three (3) references where similar work was performed within the last 3 years.

Attachments: Site Drawing

