

**LEGAL NOTICE
INVITATION TO BID
TOWN OF ELLINGTON**

FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide labor, services and material to assist the Public Works Department under the guidance of the Director of Public Works in the maintenance and care of all public turf areas under the care of the Town of Ellington.

Bids are to be delivered to the Finance Officer, Town Hall. Proposals are to be clearly marked **FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS** and sealed and shall be directed to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington, 55 Main Street
Ellington, CT 06029

Bid proposals for the Contract will be received until Thursday, March 21, 2013 at 2:00 P.M. Bids will then be publicly opened and read aloud in the Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, on or after February 28, 2013.

A pre-bid meeting will be held with the Director of Public Works at **9:30 A.M., prevailing time, on Tuesday, March 12, 2013** in the **Conference Room, Public Works Facility, 21 Main Street, Ellington, CT.** All potential bidders are required to attend. No bid will be accepted from an entity not attending the pre-bid meeting.

No bid may be withdrawn for a period of ninety (90) days after opening of bid without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding and the Town need not necessarily award the contract to the lowest Bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid.

TOWN OF ELLINGTON

By Nicholas J. DiCorleto, Jr.
Finance Officer

NICHOLAS J. DiCORLETO, JR., FINANCE OFFICER
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO BIDDERS

KEY DATES:

Advertisement of Invitation To Bid	February 28, 2013
Mandatory Pre Bid Meeting	March 12, 2013
Bid Opening	March 21, 2013
Bid Award on or before	April 1, 2013

1. SPECIAL NOTICE TO BIDDERS:

A. The Bid Documents comprise the following:

1. Legal Notice/Invitation to Bid
2. Instruction to Bidders
3. Specifications
4. Bid Form
5. Bid Bond
6. Non-collusion Affidavit
7. Draft Contract

2. BID FORM:

A. All bids shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. Bids submitted by all bidders to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", **FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**, and the firm name and address of the bidder.

C. All bidders shall submit one (1) original and two (2) copies of completely executed bid forms and documents which shall include: Bid Form for each building, Bidder's Qualification Statement, Specifications with all requested information, any additional information or proposed substitutions.

1. A Qualification Statement should be generated by the bidder to demonstrate its background, training, qualifications and ability to perform the required maintenance services.

D. The Town of Ellington, Connecticut may consider as informal any bid which contains any alteration or a departure from the Bid Form attached.

E. The contract will be based upon and require the completion of the work according to the Contract Documents, together with all addenda thereto.

F. Each bidder must submit a Bid Bond in the amount of \$5,000 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by bidder's certified check made payable to the Town of Ellington. Only one bid bond is required from a bidder regardless of the number of buildings included in its bid.

3. TIME FOR RECEIVING BIDS:

A. Bids will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, Ellington, Connecticut until 2:00 p.m., prevailing time, on Thursday, March 21, 2013 at which time the bids will be publicly opened.

B. Bids received prior to the time established herein for the receipt and opening of same will be securely kept unopened. The Finance Officer whose duty it is to receive and open all bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a bid not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any bid which is received after the time established herein for the opening of same; regardless of the cause for delay in the arrival of a bid. The same will be returned unopened.

D. Telegraphic or faxed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise.

4. WITHDRAWAL OF BIDS BEFORE DATE OF BID OPENING:

Any bid may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of bids. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

No oral interpretations will be made to any bidder as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a bidder and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029. No inquiry received within five (5) days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications. Said addendum

will be sent as promptly as is practicable, to all persons to whom the Bid Package has been issued. All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

6.1 Each bidder shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum or other document, shall in no way relieve said bidder from any obligations with respect to his bid. No bidder shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Bidders shall raise any such issues by written request under Paragraph 5 hereof. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6.2 A pre-bid meeting to review the work requirements and specifications for this bid with the Director of Public Works at 9:30 A.M., prevailing time, on **Tuesday, March 12, 2013** in the **Conference Room, Public Works Facility, 21 Main Street Ellington, Connecticut.** All potential bidders are required to attend. **No bid will be accepted from an entity not attending the pre-bid meeting.**

6.3 Bidder will be required to provide such supplies and material as may be required to perform maintenance. Material must be billed at cost plus a percentage that must be specified in the bid. The Town reserves the right to provide any or all material from other sources.

6.4 Warranty. Contractor must warrant all of its work to conform to generally accepted industry standards for the type of work performed, to comply with operation and maintenance requirements of tree maintenance and care.

7. AWARD OF CONTRACT:

A. The contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions of the Contract Documents, providing that his bid is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of bids.

B. The successful bidder will be required to execute a contract in form substantially as attached with the Town of Ellington within fourteen (14) days following the Notice of Award.

C. The initial contract will be for three years ending 12/1/15.

D. The Town will have an option to extend the contract for two additional one-year periods with an adjustment in rates based on any change in the CPI.

E. The Town may award a bidder the contract for all of the town sites or may split the contract among bidders so that a bidder may only be awarded one or more buildings and another bidder may be awarded other buildings.

8. SALES TAX AND COST OF PERMITS:

Sales tax does not have to be included in bids or material charges. Contractor must obtain the appropriate tax exempt number from the Finance Office.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Bidders should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance with coverage specified in attachment to these instructions.

9.2 Corporate Resolution or similar, authorizing execution of contract (Sample will be furnished to successful bidder). Note: bidder should be a business entity rather than an individual or sole proprietor to clarify its position as a sub-contractor.

9.3 Opinion of Contractor's counsel opining as to Contractor's legal authority to perform this type of work, legal standing under law, officers or members of contractor and financial standing. (Sample will be furnished to successful bidder).

9.4 In lieu of providing a performance or payment bond, the Contractor will be required to waive any mechanic's lien to which it may be entitled and rely solely upon an arbitration provision of the contract to resolve any disputes and the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

NON-COLLUSION AFFIDAVIT

To the Town of Ellington:

**RE: FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF
AREAS**

As to each bid submitted by the undersigned, this is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or other OWNER; and the BIDDER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

DATED: _____, 2013.

BIDDER:

By _____

SUBSCRIBED and sworn to
before me this _____ day
of _____, 2013.

Notary Public

Note: Only 1 Affidavit need be submitted for all bids.

BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, that _____

(insert full name and address or legal title of Contractor)

Bidder and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Obligee, hereinafter called the Town, in the sum of FIVE THOUSAND and 00/100 (\$5,000.00) Dollars, for the payment of which sum well and truly to be made, the said Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a bid for an Ellington Project entitled "FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS" for one or more designated buildings.

3. NOW, THEREFORE, if the Town shall accept the bid of the Bidder-Principal and the Bidder-Principal shall enter into a Contract with the Town in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this _____ day of _____, 2013.

WITNESS:

BIDDER-PRINCIPAL:

(Name of Bidder)

By _____
(Print Name and Title)

Note: Only 1 Affidavit need be submitted for all bids.

NAME OF SURETY COMPANY _____

By _____

TYPE NAME and AUTHORITY

NOTE: The Bid Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Bid Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

**INSURANCE REQUIREMENTS
FOR ALL CONTRACTORS**

Workers Compensation Insurance:

1. Per Connecticut Statute

Commercial General Liability Insurance (1993 Form or equivalent)

1. \$1,000,000 per occurrence and/or aggregate
2. Include personal injury, bodily injury, property damage, product/completed operations, contractual liability
3. Delete all explosion, collapse and underground exclusions, if applicable
4. Per contract/project aggregate desirable

Motor Vehicle Liability Insurance:

1. \$1,000,000 per occurrence for bodily injury and property damage
2. Includes owned, non-owned and/or aggregate

Professional Liability Insurance (if applicable)

1. \$1,000,000 per claim and/or aggregate

Umbrella/Excess Liability

1. \$1,000,000 per occurrence and/or aggregate

Note! All General Contractors are responsible for assuring that all of its sub-contractors have similar coverage and limits. The Town will rely upon the General Contractor to obtain these assurances as it cannot do so.

General Requirements:

1. Insurer must have an A. M. Best rating of at least A-/VII and be licensed to do business in Connecticut
2. All policies must have a 30 day advance written notice requirement with any such notice to be sent to Nicholas J. DiCorleto, Jr., Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029
3. Certificates of Insurance must be presented at or before signing of any contract
4. The Town of Ellington and such other town agency as may be appropriate shall be named as an additional insured on each policy

TOWN OF ELLINGTON

CONTRACT

FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS

(Project Name)

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

TOWN OF ELLINGTON CONTRACT
FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS
FOR THE TOWN HALL, 55 MAIN STREET

AGREEMENT made as of the _____ day of _____, 2013, between the Town of Ellington, acting herein by Maurice W. Blanchette First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and _____ with a principal office located at _____ hereinafter referred to as "the Contractor".

The Project Coordinator is:
TIMOTHY WEBB, DIRECTOR OF PUBLIC WORKS

The Town and the Contractor agree as follows:

ARTICLE 1:
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This contract as executed by the parties;
- (b) The specifications for the work;
- (c) The Town of Ellington Invitation to Bid, Bidding Requirements, and Instructions to Bidders, including any addenda or additions issued prior to the awarding of the Project bid;
- (d) The Contractor's Bid Form and all documents attached to or included with said bid;
 - 1. Contractor's Qualification Statement;
 - 2. Non-collusion Affidavit of Contractor and Subcontractor, if applicable;
- (e) Insurance Requirements for all Contractors.

ARTICLE 2:
CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and material as identified in the heading of this contract and as described in the Contract Documents, hereinafter referred to as "the Work".

ARTICLE 3:
DATES OF COMMENCEMENT, TERM & OPTION TO RENEW

A. The Contractor shall begin to provide services on _____, 2013 and continue to provide services until December 1, 2015.

B. The Town is granted the option to renew this contract for two additional consecutive periods of one year subject to an adjustment in rates as set forth in Art. 4 provided it gives the Contractor notice of its exercise of this option on or before December 8 of the year prior to the start of the option year.

ARTICLE 4:
CONTRACT SUM

A. The Town shall pay the Contractor for the Contractor's performance of the contract at the rates set forth on Contractor's bid form made a part of this contract.

B. In the event the Town exercises its option to extend the contract for an additional year or years, the rates will be adjusted by that percentage that the Consumer Price Index For All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id CURX100SA0) as published by the US Department of Labor, Bureau of Labor Statistics changes from September, 2011 to the September preceding the option year.

ARTICLE 5:
PAYMENT

Payment of the Contract shall be as follows:

5.1 The Contractor shall render its invoice to the Director of Public Works on a assignment basis detailing the work performed and where hourly rates apply the names of the workers performing the work, the job title of each worker consistent with the bid titles, the number of hours each worked, the rate for each worker in accordance with the bid, total labor charges and a separate list of material supplied with invoices attached plus the bid mark-up. The Town will process the invoice and pay the approved invoice within 30 days of the approval. If the Director takes issue with the invoice, he will address those issues with the Contractor within that 30-day period.

5.2 WAIVER OF MECHANIC'S LIEN. In lieu of providing a performance and/or payment bond, the Contractor hereby waives any mechanic's lien to which it may be entitled and relies solely upon an arbitration provision of this contract to resolve any disputes, the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

ARTICLE 6:
ADDITIONAL PROVISIONS

6.1 Conflicts. Where reference is made in this Agreement to any of the Contract Documents, the reference means that provisions as amended or supplemented by other provisions of the Contract Documents. In the event that any provision of any other Contract Document is so inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and has not relied upon any oral representation of any Town official or employee concerning site condition or job requirements.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Director. If the Director determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.5.1 Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.6 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.7 Non-Assign ability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.8 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors, if any, and all applicable federal, state and local nondiscriminatory employment laws, rules and regulations in effect and applicable for the Project and will **HOLD HARMLESS** the Town of Ellington, its agents, servants and employees from any claim of injury or damage by any of its employees for injury arising out of or in the course of their employment and work at or upon the identified town building not caused by the willful act of a town agent, servant or employee.

6.9 Warranty. Contractor warrants all of its work to conform to generally accepted industry standards for the type of work performed.

6.10 Insurance. The Contractor will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Requirements For All Contractor's" listed in paragraph 1.2(e) and provide the Finance Officer a certificate of such insurance naming the Town of Ellington as an additional insured.

6.11 State Licenses. The contractor must maintain his/her required licenses with respect to pesticides and herbicides.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

CONTRACTOR:

By _____
Maurice W. Blanchette
Its First Selectman

By _____
Its
Duly Authorized

GENERAL REQUIREMENTS/SPECIFICATIONS

FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS

The Town of Ellington, Department of Public Works is soliciting bids for the application of fertilizer and lime treatment to the Town and Board of Education turf areas as directed by the Director of Public Works and in accordance to soil sample results.

The undersigned proposes to furnish all labor, material and services required to complete the work specified below in accordance with this document, and under the terms and conditions hereafter set forth and as directed by the Town.

1) CRITERA FOR BID ACCEPTANCE:

Have the adequate technical and financial resources for performance or have ability to obtain such resources as required during performance.

Have the necessary experience, organization and technical skill in the field of turf management and care

Have a satisfactory record of performance in maintenance and care of turf both athletic and recreational.

State Applicators License for pesticide

The contractor shall own and operate their own equipment for the application of the recommended fertilizer and lime to the turf areas.

**TOWN OF ELLINGTON
DEPARTMENT OF PUBLIC WORKS**

**FERTILIZATION OF ATHLETIC AND RECREATION
TURF AREAS**

The undersigned agrees to furnish and deliver said services according to the specification, at the price bid, as indicated. Provide prices below on a per man-hour percentage basis as requested.

ITEM 1. APPLICATION OF FERTILIZER, 10-10-10/ 10-20-20 AND ORGANIC FERTILIZER FOR ALL SCHOOL AREAS AS DIRECTED BY THE DIRECTOR OF PUBLIC WORKS.

COST PER APPLICATION OF FERTILIZER AND LIME:

Main Street walkway and Town Green: 60,000 S.F./1.37 ac	_____
Center School (Back area): 25,000 S.F/ .57ac	_____
Library: 20,000 S.F/ .459 ac	_____
Windermere School: 120,000 S.F/ 2.75 ac	_____
Brookside Park: 500,000 S.F/ 11.47 ac	_____
High School: front area:	_____
	Soccer Field
600,000	Football Field
S.F/13.77	Practice Field
	Baseball/Softball
	Schwartz Field

Middle School	_____
61,000 S.F/ 1.4 ac	
Crystal Lake School	_____
Pinney Street Fields	_____

Application rates will be based upon soil sample results and applied on a lbs/1000 SF
The application of a liquid fertilizer will be considered.

TOWN OF ELLINGTON
DEPARTMENT OF PUBLIC WORKS

FERTILIZATION OF ATHLETIC AND RECREATION
TURF AREAS

BID FORM

Under penalty of perjury and other remedies available to the Town of Ellington, the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at the dollar amount specified in this Bid Form, subject to and in accordance with all instructions, bidding and contract documents, including any addenda, which are all made part of this bid.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

State Applicator License

Name of Company

Address of Company

City, State, and Zip Code

Telephone Number

Facsimile Number

E-Mail

END OF BID FORM