



## Department of Public Works

### Invitation to Quote

### Pavement Markings – Parking Lots

### Litchfield, Connecticut

The Town of Litchfield is accepting bids for pavement marking at specified Town of Litchfield parking lots. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department. Bids will be received at the Public Works Office, 101 Russell Street, Litchfield, CT, 06759 until **9:00 a.m. on March 16, 2023** and will be opened and read publicly at that time in said office. The bid is available for downloading from the Town of Litchfield web site: [www.townoflitchfield.org](http://www.townoflitchfield.org).

### Instructions to Contractors

#### 1. Intent

The intent of these specifications is to obtain a Contractor to apply Pavement Markings. The Contractor shall have adequate licenses, equipment, and materials for this project to insure completion within ten (10) business days from the agreed upon starting date.

All Contractors shall observe the following instructions and specifications:

#### 2. General Provisions

Final Questions: March 9<sup>th</sup>, 2023 at 3:30

Bid Opening: March 16, 2023 at 9:00 a.m.

Return the quote in an envelope clearly marked and including the following:

- A. Quote
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Non-Collusion
- D. Non-Discrimination

#### 3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting quotes should be directed **in writing** via email to Raz Alexe, Director of Public. All questions shall be submitted no later than **March 9<sup>th</sup>, 2023** close of business. Contact information is as follows:

Raz Alexe, Director of Public Works  
ralexe@townoflitchfield.org

**4. Basis of Award**

It is intended this Contract shall be awarded to the Contractor that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

**5. Notice of Award**

The Town shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid.

**6. Award of Contract**

The Town reserves the right to reject any and all quotes for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid.

**7. Scope of Work Change**

The Town reserves the right to change the scope of the project after the bid is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Director of Public Works or his designee.

**8. Substitution of Named Brands**

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Contractor must get written approval from the Director of Public Works.

**9. Price, Discounts, and Payment**

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Contractor may quote binding discounts, which will be considered when making the award.

**10. Delays**

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works.

## **11. Liquidated Damages**

The amount of five hundred dollars (\$500) is agreed upon as liquidated damages and shall be paid for every day the Contractor exceeds the allowable contract time for completion, ten (10) business days. This sum shall be paid by the Contractor to the Town or withheld from final payment to the Contractor. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

## **12. Assignment of Contract**

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein or obligations thereunder, without written consent of the Town.

## **13. Acceptance of Subcontractor**

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

## **14. Basis of Payment**

Payment for this work shall be at the lump sum bid for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

## **15. Payments for Extra Work**

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved by the Director of Public Works or his designee, to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material must be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A. Unit Prices or combination of unit prices.
- B. A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works.
- C. Actual costs plus ten percent (10%) for overhead and profit.

## **16. Insurance (Due when bid awarded)**

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

### Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

### Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 100,000 aggregate
Medical Expenses	\$ 10,000 per person

Coverages:

Premises/Independent Contractors

Contractual/Completed Operations/Products

Contractual/Liability will be Broad Form

XCU (explosion/collapse/underground utilities)

Comprehensive Broad Form Liability endorsement or Equivalent

Broad Form property Damage Liability

### Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverages:

All owned/non owned/hired/borrowed

Contractual liability to be included

**Contractors must name the Town of Litchfield as an additional named insured on all certificates.** All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

## **17. Environmental. Health and Safety Compliance**

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor's employees must have all required Occupational Health and Safety Administration, Environmental Protection Agency, Connecticut Department of Environmental Protection and Connecticut Department of Health training and certifications. Copies of all applicable training records shall be submitted as part of or in addition to a Health and Safety Plan to the Director of Public Works prior to commencing the project. **Safety Data Sheets** must be submitted prior to commencing work for all materials used prior to beginning the project.

## **18. Permits**

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

## **19. Hold Harmless Agreement**

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

## **20. Supplemental Agreement**

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

## **24. Length of Contract**

The Town of Litchfield is requesting quotes for the time period beginning **July 1, 2023 through June 30, 2025**. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond July, 2025 if deemed to be in the best interest of the Town.

## Technical Specifications

### 1. Scope of Work

All painting shall be performed in a neat and workmanship like manner. Lines shall be sharp and clear with no feathered edges or fogging. Precautions shall be taken to prevent tracking by tires of the striping equipment, pedestrians using the walkways, and traffic. The contractor is responsible for any over spray resulting in damage to buildings, automobiles or other town or personal property. It shall be the responsibility of the contractor to let the town contact know if weather conditions are not acceptable for painting.

### 2. Drawings, Codes, and Standards

Refer to the State specifications, 12.09.03-Construction Methods, in the CT DOT form 817 manual. Materials must conform to the M.07 Specifications using the CT DOT manual and see Article M.07.30 for glass beads.

### 3. Layout

Most of the pavement markings are overlays. **Some price adjustment could occur as quantities differ from the specification sheets because of updates.** The Town stencils, when available, must be used to help keep uniformity within the Town and properly cleaned before being returned at the end of the project. Attached is a list of all parking lots and additional areas requiring marking and also serves as the Contractors schedule.

### 4. Traffic Control

It will be the responsibility of the Contractor to supply any necessary traffic control, signs, cones or barricades necessary to complete the project.

### 5. Time of Work

The Center of Town area, Town Hall, and Town Hall Annex must be done during the night hours to minimize disruption for any business or governmental agencies. The other areas can be done during daylight hours.

**Bid Schedule**  
**Pavement Markings**  
**Parking Lots**  
**July 2023 - June 2025**  
**Town of Litchfield**

See Bid Schedule Pavement Markings – Parking Lots for itemized price listing.

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Contractor \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_  
(Signature) (Title)

\_\_\_\_\_ Name – Typed: \_\_\_\_\_

Date \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## **HOLD HARMLESS AGREEMENT**

The Contractor named below agrees that it will indemnify and hold harmless the Town of Litchfield and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law, unless and to the extent caused by the Town of Litchfield's negligence or its willful acts.

## **SUPPLEMENTAL AGREEMENT**

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT    )

COUNTY OF                    )

ss:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Subscribed and sworn to before me on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public





## NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

### AFFIDAVIT FOR CORPORATION CONTRACTOR

STATE OF \_\_\_\_\_

COUNTRY OF \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn, deposes and says:  
(Person's Name)

That they are the \_\_\_\_\_ of the corporation who  
(Official Title of Cooperate Officer or Agent)

Is the Contractor submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Contractor; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Contractor has not directly or indirectly, induced or solicited any other Contractor to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Contractor has not in any manner sought by collusion to secure said Contractor any advantage over any other Contractor; and that said Contractor has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ My Commission expires \_\_\_\_\_

Notary Public  
(Seal)

\_\_\_\_\_  
(Signature of Cooperate Officer or Agent)



## NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

### AFFIDAVIT FOR INDIVIDUAL CONTRACTOR

STATE OF \_\_\_\_\_

COUNTRY OF \_\_\_\_\_

\_\_\_\_\_  
(Person's Name) Being first duly sworn, deposes and says:

That they are the person who is the Contractor submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Contractor has not directly or indirectly, induced or solicited any other Contractor to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Contractor has not in any manner sought by collusion to secure said Contractor any advantage over any other Contractor; and that said Contractor has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
(Seal) My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Signature of named individual)



## TOWN OF LITCHFIELD

### NONDISCRIMINATION CERTIFICATION

#### Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

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#### Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

#### Representation of an Entity:

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of \_\_\_\_\_,  
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_ has a  
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## TOWN OF LITCHFIELD

### NONDISCRIMINATION CERTIFICATION

#### Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

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#### Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

#### Representation of an Individual:

I, \_\_\_\_\_, of \_\_\_\_\_,  
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name