



Department of Public Works

Invitation to Bid

Mowing & Grounds Maintenance Services Litchfield Ct,

The Town of Litchfield is accepting bids for mowing and grounds maintenance services for the Litchfield Town Hall, Litchfield Community Field, Bantam Annex Facility, Northfield Community Field and Municipal Parking Lot. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. Bids will be received at the Office of Public Works, 101 Russell Street, Litchfield, CT, 06759 until 9:00 a.m. on April 25, 2023 and will be opened and read publicly at that time in said office. The bid is available at the Town of Litchfield web site www.townoflitchfield.org. There is a mandatory site walk beginning at the Litchfield Community Field, 58 North Street, Litchfield, CT. on April 11, 2023 at 9:00 a.m. If you attended the Mandatory walk on February 21, 2023 you do not have to attend on April 11th.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a contractor to provide the necessary mowing and trimming equipment and labor for grass mowing, trimming and grounds maintenance at the Litchfield Town Hall, Litchfield Community Field, Bantam Annex Facility, Northfield Community Field, and Municipal Parking Lot.

All Bidders shall observe the following instruction and specifications:

2. General Provisions

Site Walk: April 11, 2023 at 9:00 at Litchfield Community Field

Final Questions cut off: April 18, 2023

Bid Opening: April 25, 2023 at 9:00 at Public Work Office

Board of Selectman select winning bid: May 2, 2023

Successful bidder notified via email: May 3, 2023

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms must be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Non Collusion Form
- E. Non Discrimination Form

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works by e-mail to be received no later than April 18, 2023 at 3:30 pm. Any questions received after that date and time will not be answered. Contact information is as follows:

Raz Alexe, Director of PW's
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder 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. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids 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. Bid Security

A bid bond or certified check is not required for this bid

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. 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.

10. 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 Bidder must get written approval from the Director of Public Works.

11. 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 Bidder may quote binding discounts, which will be considered when making the award.

12. Delays

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

13. 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 of obligations thereunder, without written consent of the Town.

14. 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.

15. 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.

16. 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 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.

17. Payment Requests, Retainage and Guarantee Period

Contractor must submit a payment request for payment once each month for work done and materials delivered and installed on the site.

18. 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	\$ 2,000, 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

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

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

Coverage:

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 .

19. Environmental Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

21. 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.

21. 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.

23 Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning **July 1, 2023** until **April 15, 2025**. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond **April 15, 2025** if deemed to be in the best interest of the Town.

Technical Specifications

1. Scope of Work

The contractor will provide work in accordance with the conditions and schedules as noted below in addition to the Bid Terms and Conditions which is part of this package:

Price of mowing to be a lump sum per cut, all inclusive of each cutting and trimming and other general ground maintenance for the various locations. All work to be performed under the direction and supervision of the Director of Public Works or designated agent.

2. Scheduled Work

Scheduled work will not commence until authorized by said person(s). Mowing and trimming of fields will be typically one time per week but may be up to two times per week or may be less frequent, depending on the time of the season and other considerations, at the discretion of the Town.

All work schedules are to be verified by the Director of Public Works - Annex, Town Hall, Municipal Parking Lot or the Park & Recreation Coordinator - Litchfield Community Field and Northfield Community Field, or representative. **Said representative to be notified after each cut and trim via email.**

3. Unscheduled Work

Unscheduled cut and trim services may be necessary due to playing field usage. All unscheduled cut and trim services must be approved in writing, prior to any work being done, by the Director of Public Works.

4. Grounds Maintenance

Grounds Maintenance work will be contracted on an hourly basis. The laborer, provided by the Contractor, will work under the direction of the Director of Public Works or a designated agent and must be qualified to perform the following tasks on an as needed basis:

- Rototilling or raking of playing fields
- Preparation and lining of playing fields
- Watering playing fields when approved by Public Works
- Seeding and liming of field areas
- Routine maintenance such as trash cleanup after games

It is estimated that the hours required for these tasks will range between **six** and **twelve** hours per week during the playing season and much less after June 30th. The hours per week contracted labor will be at the sole discretion of the Town. The hours of the day will also vary. The laborer must be available to work for the Town between the hours of 6:00 a.m. and 9:00 p.m. with only a 24-hour notice. The Town reserves the right of not accepting any portion of the Bid.

5. Hand Tools

The Contractor must provide all necessary hand tools for the laborer to provide the basic field and grounds maintenance tasks outlined. The equipment used for the rototilling of the playing fields will be contracted at a separate hourly rate for the use of the Contractors tractor or rototiller (see Bid Schedule). The Contractor's laborer must be qualified to perform this work and to be experienced with the required equipment.

6. Damage

The Contractor will be responsible for any loss or damage that may happen during cutting and trimming and will make good any defects or faults that may occur. Reasonable care must be taken to prevent damage to surrounding structures and vegetation.

7. Equipment

Bidders to list equipment to be used for cutting, trimming and grounds maintenance on the qualifications for bidder form attached. The Town will provide all necessary grounds and field maintenance materials.

Note:

- This Bid and Contract will supersede any and all previous agreements for this work.
- All company vehicles are to have Company's name on them.
- All employees are to wear shirts or jackets with companies name on them.
- All trucks are to be equipped with safety equipment to meet State requirements .

Qualifications of Bidder

The bidder will be experienced in the kind of work to be performed, having the necessary equipment therefore and sufficient capital to properly execute the work, within the time allowed. A bid may be rejected if the bidder cannot show that he has the necessary capital and experience.

- A. The location, character, cost, date of similar work previously completed by the undersigned within the past five years, and names of engineers or officials that were responsible for the projects. At least three (3) comparable installations will be included as follows:

- B. The equipment that will be available for performing the work under this contract is as follows
:

- C. Name, title and previous experience of Foreman who will be in responsible charge of work on a daily basis:

- D. The financial resources of the undersigned with reference to show his financial ability are as follows:

- E. The undersigned has failed to complete satisfactorily the following contract, including also those, which the surety has participated:

(If there have been no contracts which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the bidder will definitely so state.)

Name of Bidder _____

Address _____

Date _____

Phone _____

Email _____

Bid Schedule

Mowing and Grounds Maintenance Services

Having carefully examined the Bidding Documents and Specifications and Plans provided for review at the Public Works Department Administrative Office, and having examined the existing sites and their conditions with regard to the work required under this contract, the undersigned will contract to provide all necessary equipment and labor to provide mowing and trimming services to the Town of Litchfield for the period **July 1, 2023 to April 15, 2025** in accordance with the Contract Documents and all addenda for the following prices:

1. MOWING AND TRIMMING

Litchfield Town Hall

Price -Labor & Equipment per cut & trim

Litchfield Community Field

Price-Labor & Equipment per cut & trim

Bantam Annex Facility

Price-Labor & Equipment per cut & trim

Northfield Community Field

Price-Labor & Equipment per cut & trim

A. **Note:** Cuts will be done at 7 day intervals starting around April 15, or on an as needed basis if in a drought as decided by the Director of Public Works or designee. The last Mowing will be done by the end of October.

B. **Note:** Before mowing all garbage must be picked up to avoid shredding it and making more of a mess.

2. **Cost of Double Ground Hard Wood mulch per yard spread \$ _____**

3. **Material Markup is as follows cost plus 10% Max.**

4. **Price per weeding for each location Late Spring and Late Summer.**

Litchfield Town Hall

Price-Labor & Equipment\$

Bantam Annex Facility

Price-Labor & Equipment\$

Municipal Parking Lot

Price-Labor & Equipment\$

Litchfield Community Field

Price-Labor & Equipment\$

5. Price per Cleanup for each location Spring and fall.

Litchfield Town Hall	<hr/> Price-Labor & Equipment\$
Litchfield Community Field	<hr/> Price-Labor r & Equipment \$
Bantam Annex Facility	<hr/> Price-Labor & Equipment\$
Northfield Community Field	<hr/> Price-Labor & Equipment\$
Municipal Parking Lot	<hr/> Price-Labor & Equipment\$

6. Pruning Shrubs and Trees Late Summer.

Litchfield Town Hall Laborer-Grounds Maintenance Max	<hr/> Price-\$/hr. 2 Workers 3 Hrs.
Litchfield Community Field Laborer-Grounds Maintenance Max	<hr/> Price-\$/hr. 2 Workers 5 Hrs.
Bantam Annex Facility Laborer-Grounds Maintenance Max	<hr/> Price-\$/hr. 2 Workers 4 Hrs.
Northfield Community Field Laborer-Grounds Maintenance	<hr/> Price-\$/hr.2 Workers 3 Hrs. Max
Municipal Parking Lot Laborer-Grounds Maintenance	<hr/> Price-\$/hr.2 Workers 3 Hrs. Max

7. Price for Lining Athletic fields before games contractor to provide product.

Litchfield Community Fields	<hr/> Price-\$
Northfield Community Fields	<hr/> Price-\$

8. PROVIDE LABOR ONLY, AT ALL SITES, AS NEEDED.

Laborer

Grounds Maintenance

Price-Per hour\$

9. Price for mulching each location.

Litchfield Town Hall

Price-Labor & Material \$

Municipal Parking Lot

Price-Labor & Material\$

Litchfield Community Field

Price-Labor & Material\$

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.

Title: _____ Phone: _____

Fax: _____ Address _____

Email: _____

Date: _____

Signature: _____

Printed Name: _____



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.

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-60a(a)(1) as amended.

Authorized Signatory

Date

Printed Name



NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the
(Firm Name)

accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; 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 Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder 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 _____

Signatures of Named Principals:



NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the person who is the Bidder 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 Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder 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 named individual)



NON-COLLUSION AFFIDAVIT

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

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:

(Persons Name)

That they are the _____ of the corporation who

(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; 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 Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder 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)



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)

) ss:

COUNTY OF)

Signed:_____

Print Name:_____

Title:_____

Company:_____

Address:_____

Subscribed and sworn to before me on
this _____ day of _____, 20__.

Notary Public