

WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203-341-1002



BID # 23-001 –BOE
UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL

SPECIFICATION COVER SHEET

VENDOR MUST ENCLOSE TWO COPIES OF THIS SPECIFICATION COVER SHEET and TWO COPIES OF THE BID SPECIFICATIONS PRICING SHEETS WHEN RESPONDING TO THIS BID.

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport. The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:

NAME OF BID: UNDERGROUND OIL TANK REMOVAL – KINGS HIGHWAY ELEMENTARY SCHOOL

TYPE OF BID: Sealed BID BID # 23-001-BOE

BID CLOSURE DATE: Received Until: DATE: Tuesday, May 10th TIME: 11:00 A.M.

LOCATION TO FORWARD BID: Elio Longo, Chief Financial Officer

Westport Board of Education

110 Myrtle Avenue, Room 300

Westport, CT 06880

BID SECURITY: Bid Security Required _____ % BID Security Not Required

PREVAILING WAGE: Required _____ Not Required Not Required

FORMS TO COMPLETE BID: Submit two copies of the Bid Specification Sheets and Proposals

Identify Name of BID and BID Number on Envelope:

BID # 23-001 UNDERGROUND OIL TANK REMOVAL – KINGS HIGHWAY ELEMENTARY SCHOOL

LENGTH OF TIME PRICES WILL BE HONORED: 120 Days

START DATE: July 5, 2022

COMPLETION DATE: August 1st, 2022

THERE WILL BE A MANDATORY WALK THROUGH ON TUESDAY APRIL 19, 2022 AT 1:00 P.M. AT KINGS HIGHWAY ELEMENTARY SCHOOL, (125 Post Road West, Westport, CT 06880)

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Notice is hereby given that sealed bids on the following will be received at the Office of the Chief Financial Officer until:

DATE 05/10/2022 at 11:00 a.m.

At which time they will be publicly opened and read aloud:

BID # 23-001 - BOE

**UNDERGROUND OIL TANK REMOVAL
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The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport.

Questions regarding this bid should be directed to Theodore Hunyadi, Director of Facilities, at 203-341-1271.

I have read and understand the bid requirements of this bid specifications included for my review herein:

Signature of Company Representative

Date

TYPED NAME AND TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: (Please print clearly or attach business card): _____

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DRUG-FREE PLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the place and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the place, the firm's policy of maintaining a drug free place, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the place no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free place.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____ Date: _____

Print Name: _____ Telephone #: _____ Fax #: _____

Company: _____ Email: _____

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CONDITIONS FOR BIDDING

1. The Board of Education reserves the right to reject any bid if it is deemed to be in the best interests of the Town of Westport, Connecticut, Westport Board of Education and its students.
2. The Board of Education reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Board of Education reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Board reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.
3. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself as to the requirements of the bid specifications and any controlling conditions which may exist.
4. Bidders may not withdraw their bid for a period of 120 days from the date of bid opening. The Board of Education and the bidder may mutually agree to extend the time limit.
5. In determining the ranking of responsible bidders, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide future service/supplies/equipment.
6. It is anticipated that the goods will be needed for the current school year, but the Board of Education reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
7. All bid prices are to include the complete costs, which include inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your bid.

Deliveries must be made inside building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.
8. The Board of Education of the Town of Westport supports efforts to reduce the use of illegal drugs in the place. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Board of Education for the procurement of commodities or contractual services which are bid, a bid received from a business which has certified that it has implemented a drug-free place program shall be given preference in the award process. The drug-free place program certification is attached and is to be submitted with the bid package by the bidder along with other bid documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of Westport regarding bidding procedure.

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CONDITIONS FOR BIDDING (CONTINUED)

9. **ALTERNATIVES:** When proposing an alternate item, indicate the brand and model identification on the bid specification sheets. To have alternates considered, complete specifications and catalogues describing the product must accompany the bid. The Westport Board of Education reserves the right to request equipment samples on specific items.
10. **SUBSTITUTIONS:** Indicate on the Specification Sheet substitutions identified by name or catalogue number and the net difference in cost to the Westport Board of Education. Listed substitutions will be considered for approval only after the award of contract; the Board reserves the right to require the originally specified material or equipment at the price submitted by the bidder in his bid, notwithstanding the fact that the bidder may have based a price for a specific item on a proposed substitution. In this regard, the determination shall be made in good faith, on the basis of the quality and type of the article listed. Any benefit in price reduction due to a substitution shall accrue to the Board.
11. **FORM AND STYLE OF BID:** All blanks on the Specification Form, except where otherwise requested, shall be filled in by typewriter or manually in ink.
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official bid or quotation specification sheets. All such warranties shall inure to the benefit of the Board.
See attached specification cover sheet to be used.
13. The "Contract" shall consist of these specifications, any addenda thereto, and a purchase order to be issued by The Westport Public Schools.

LENGTH OF TIME PRICES WILL BE HONORED: 120 DAYS
START DATE: Tuesday, July 5th, 2022
COMPLETION DATE: August 1st, 2022

The contract working period shall be from Tuesday July 5th, 2022, with completion date Monday, August 1st, 2022.

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport School System. The vendors bidding on this contract also agree, for themselves, their heirs, executors, administrators, successors and assigns, to release, acquit and forever discharge the Westport School System, the Westport Board of Education, the Town of Westport, their officials, employees and representatives from and against any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way arising out of or relating to any former client of the bidder contacted by or on behalf of the Westport School System, the Westport Board of Education and/or the Town of Westport to obtain an opinion regarding any project or work performed by your company. The above release shall also include and apply to any former client contacted.

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INSURANCE REQUIREMENTS

Vendors/Contractors/Users of Town Properties

The Vendor/Contractor/User of Town Property shall purchase and maintain for the life of the contract, from a company or companies with an A.M. Best rating of A- (VII) or better, insurance as required below. Such insurance will protect the WBOE and the Town from claims set forth below which may arise out of or result from the Vendor/Contractor/User of Town Property obligation under the contract, whether such obligations are those of the Vendor/Contractor/User of Town Property or those of a subcontractor or any person or entity directly or indirectly employed by said Vendor/Contractor/User of Town Property or by anyone for whose acts said Vendor/Contractor/User of Town Property may be liable.

A. Workers Compensation:

Vendor/Contractor/User of Town Property shall provide workers compensation insurance required by law with employers liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation. If the work is on the water, the Longshore and Harbor Workers Compensation Act coverage is required.

B. Commercial General Liability Insurance:

Vendor/Contractor/User of Town Property shall provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name WBOE and the Town as an additional insureds and include ISO Form CG 2010 (07/04) and CG 2037 (07/04).
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by WBOE and/or the Town.
- The policy shall contain a waiver of liability in favor of the WBOE and the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the WBOE and/or the Town.

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INSURANCE REQUIREMENTS (CONTINUED)

C. Commercial Automobile Insurance:

Vendor/Contractor/User of Town Property shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name WBOE and the Town as additional insureds.

D. Umbrella or Excess Liability Insurance:

Vendor/Contractor/User of Town Property shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

E. Errors & Omissions Insurance:

If the agreement is for professional services, the Vendor/Contractor/User of Town Property shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The policy shall name WBOE and the Town as additional insureds.

F. Educators Errors & Omissions Insurance:

If the agreement is for educational services, the Vendor/Contractor/User of Town Property shall provide educator errors & omissions for liability resulting arising out of any breach of duty, neglect, error, misstatement, or omission committed in the course of their duties. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The policy shall name WBOE and the Town as additional insureds.

G. Contractors Pollution Liability:

If the agreement includes work involving abatement, removal, clean-up or handling of any pollutant or hazardous material, the Vendor/Contractor/User of Town Property shall provide pollution liability insurance, including products and completed operations and contractual liability coverage of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate for this project. The policy shall name WBOE and the Town as additional insureds and waive subrogation in favor of WBOE and the Town.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide WBOE with certificates of insurance prior to execution of the contract by WBOE and the successful bidder, describing the coverage and prior to 30 days of any renewal. The certificate will include a copy of the additional insured and contractual liability endorsements.

(Note contract should provide that the contractor is obligated to provide the Town with updated certificate.)

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HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The Vendor/Contractor/User of Town Property shall fully indemnify, defend and hold harmless the Westport Board of Education and the Town of Westport and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the contract and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of individuals and entities indemnified hereunder. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with the contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in the contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that WBOE and the Town shall be endorsed on the Contractor's policies of insurance as additional insureds.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under Paragraph A containing an endorsement that covers this agreement to indemnify, defend and hold harmless WBOE and the Town or any of their officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by WBOE and/or the Town is excess.

The Vendor/Contractor/User of Town Property insurance carrier will waive all rights of subrogation against WBOE and the Town, and all of their respective officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

Signature

Date

Company Name

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**UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL
BID # 23-001 - BOE**

SCOPE OF WORK

The Westport Public Schools is seeking a qualified vendor for the underground oil tank removal at Kings Highway Elementary School located at 125 Post Road West, Westport, CT

LOCATION / CONTACT

LOCATION	CONTACT PERSON	CELLPHONE NUMBER	ADDRESS
Facilities Department	Ted Hunyadi Director of Facilities and Security	203-505-9216	1 Canal Street, Westport, CT
King's Highway Elementary School	Bill Broadhurst Head Custodian	203-943-9437	125 Post Road West, Westport, CT

SPECIFICATIONS

1. **Introduction.** The services to be provided by a Subcontractor, under this subcontract, includes the removal of one 10,000-gallon capacity, double-walled, fiberglass underground storage tank (UST) containing #2 heating oil, associated underground piping (supply/return and vent), and UST pit wells. The UST is registered with the Connecticut Department of Energy and Environmental Protection (CT DEEP). The UST is owned and operated by Westport Public Schools (WPS). The UST is currently beneath a concrete pad. This project will be subject to competitive bidding by WPS, by obtaining bids from qualified UST removal contractors.
2. **Project Location.** Services are to be performed at the following location: Kings Highway Elementary School, 125 Post Road West, Westport, Connecticut, 06880. All charges for personnel and/or equipment mobilization to, and demobilization from, the site must be included in the Contractor Pricing Schedule. Contractors will be required to attend a pre-bid site walk prior to bidding. The site walk will be subsequently scheduled by WPS.
3. **Project Schedule.** The estimated start date for this project is July 5th, 2022. The Contractor must have all personnel and equipment onsite and ready to begin work by 8:00 a.m. on the start date. Equipment and supplies for the project may be staged onsite starting July 1st, 2022. The estimated duration of the project is 10 days. The Subcontractor shall exert its best efforts to perform the work in a productive manner and adhere to the schedule established by the WPS Director of Facilities or designated Site Supervisor.
4. **Description of Services.** The Contractor is responsible for furnishing all personnel, equipment, supplies, and materials necessary to perform the following task(s) on a lump-sum basis:
 - a. Provide 30-day notification of UST removal in accordance with CT DEEP, using CT DEEP Form DEEP-UST-NOT-002. The notification must be submitted to CT DEEP at least 30 days before beginning permanent closure (by the removal method) of the UST. Contractor will provide copy of the completed form and proof of CT DEEP submittal to WPS no later than 1 month prior to project start date.
 - b. Obtain a mechanical permit application from the Westport Building Department in advance of the UST removal. Contractor will provide a copy of the mechanical permit to WPS no later than 2 weeks before the project start date.

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SCOPE OF WORK (CONTINUED)

- c. Contact the Westport Fire Marshal's office and prepare a Westport Fire Department removal or abandonment of UST form. The form and Fire Marshal's office notification must be made at least 48 hours in advance of the UST removal. The Contractor will provide a copy of the Westport Fire Department's form to WPS no later than 2 weeks before the project start date of 2022. The Contractor shall contact "Call Before You Dig — Connecticut" and a private marking contractor. Both a public and private mark out will be required prior to excavation to mark all public, as well as WPS, underground utilities. Utilities in the area are expected to include electrical, water, and natural gas.
- d. Remove contents from the UST. Note that the UST contents are planned to be burned down by WPS in advance of the UST removal, but the UST may contain up to 500 gallons of residual fuel, water, and/or sludge. Non-hazardous contents will be transported to a Connecticut permitted-waste facility for disposal. Recoverable product, sludge, and/or water will be managed as Connecticut Regulated Wastes and transported offsite for fuel blending or disposal. It is assumed any UST contents encountered will be "non-hazardous waste". Purge the UST of petroleum vapors with a minimum of 150 pounds of dry ice. Using a calibrated gas meter (supplied by the Contractor), the atmosphere inside the UST after adding dry ice must be reduced to below a Lower Explosive Level of 5% and below a Maximum Oxygen Content of 5%, before the UST is to be removed from the ground. Disposal records, such as waste manifests/shipping papers, will be provided to WPS.
- e. Remove the concrete pad and manholes over the UST and dispose of concrete offsite as construction and demolition debris. Remove the overburden soil covering the USTs and segregate visibly contaminated soil, if present, from non-visibly contaminated soil. Soil excavated will be stockpiled for later anticipated use as backfill, provided the soil results in concentrations below the CT DEEP Remediation Standard Regulations.
- f. After again verifying that the Lower Explosive Level/Maximum Oxygen Content are holding below 5% (please note that additional dry ice may be necessary depending on time lag), excavate and remove the UST from the UST pit, supply/return piping, and position at grade level. Block the UST for safety and raise one end of the UST. Cold cut (no hot work) a hole in each end of the UST then rinse (with water) the inside of the UST to the maximum extent practicable. Remove all petroleum-contact rinse water from the UST and dispose offsite accordingly. The UST and supply/return piping are to then be sheared up onsite and disposed (or scrapped) offsite in accordance with CT DEEP permanent UST closure requirements, and other applicable guidelines. The piping that extends beneath the paved parking lot to the building, will be flushed of contents and removed. Piping run is estimated at 100 feet, as well as the UST vent from the building wall. Remaining piping connections to the building will be cut/capped immediately outside the building, or as near as the foundation will allow. Fuel pumps and piping located inside the mechanical equipment room will be left in place, as well as the current tank leak detection system, and is not included in this project. The Contractor shall provide proof of proper disposal and/or recycling of the UST, concrete pad, and all other fiberglass or steel components to WPS.
- g. The Contractor will provide assistance to WPS and or their designated environmental Contractor, related to collection of soil samples. Soil sampling analysis will be performed by WPS and is not part of this contract.
- h. Upon receipt of the analytical results of the UST pit soil samples from the Connecticut Certified Lab (after the soil has been determined to be below the applicable remediation standards), and direction from WPS, backfill the excavations to surface grade using clean backfill (UST pit backfill soil containing constituent levels less than applicable CT DEEP cleanup standards and additional clean gravel backfill materials). The Contractor will provide documentation as to the source of the clean backfill to WPS. The Contractor shall use virgin materials from a Connecticut sourced quarry. The use of previous industrial or residential site materials is prohibited.

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SCOPE OF WORK (CONTINUED)

- i. The work site/excavation is to be marked off and always protected from fall hazards with barriers when the Contractor is not present onsite, or while awaiting soil sample results. The Contractor shall provide steel vehicle plates to cover the trench across the driveway. Soil stockpiles shall be covered by a minimum of 6-millimeter polyethylene sheeting and secured. The Contractor is responsible for providing all materials required to make the worksite safe, as per applicable guidelines, and protect soil stockpiles from contact with storm water.
 - j. The contractor is responsible to re-pave all damaged parking lot pavement due to the UST removal. Processed stone fill materials should be used and be placed in 6-inch lifts and compacted appropriately. The Contractor shall provide for WPS review their proposed paving design specification. Pavement design will include a 6-inch minimum aggregate/process layer, a 2-inch asphalt base layer, and a 2-inch asphalt surface layer or approved equal design. All aggregate repairs will be guaranteed by the Contractor for a minimum of 1-year against settling or cracking. The trench across the drive, associated with piping removal, shall be saw-cut and re-paved using same methods as above.
 - k. Provide ez-file notification to CT DEEP (after review/approval by WPS) when the UST closure has been completed.
5. **Applicable Documents.** The following documents shall apply to services performed under this subcontract:
- a. CT DEEP — Notification of Scheduled Permanent Closure of Underground Storage Tanks
 - b. Town of Westport — Building Permit Application
 - c. Westport Fire Department — Removal or Abandonment of Underground Storage Tanks
 - d. RSCA Sec 22a-449(d)-107(b) Permanent Closure
 - e. Site plan showing location of UST
6. **Personnel/Firm Qualifications.** Contractor shall have previous experience with UST removals and show proof of being a current CT DEEP-licensed UST contractor. The Site Supervisor must have Occupational Safety and Health Administration 40-Hour Hazardous Waste Operations Emergency Response Training, per 29 Code of Federal Regulations (CFR) 1910.120, and subsequent 8-hour refresher training. Connecticut licensed non-hazardous waste transporter.
7. **Equipment Requirements.** Not applicable.
8. **Mobilization and Demobilization.** Subcontractor shall coordinate with the WPS Director of Facilities to confirm the date and time by which the Contractor's personnel and equipment are required to be mobilized to the site and ready to begin work. Project demands may change on relatively short notice due to uncertainties associated with the work.
9. **Project Management.** The Contractor shall appoint a Site Supervisor to be the single point of contact and liaison between the Contractor and WPS for all technical requirements associated with this contract. The Site Supervisor shall be responsible for all work performed by the Contractor and its employees while on the job site, including but not limited to the following: project planning, scheduling and execution, supervision of personnel, quality of work, and compliance with health and safety requirements.

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SCOPE OF WORK (CONTINUED)

10. **Site Access and Security.** WPS will assist the Contractor with obtaining all necessary security badges and/or vendor passes needed to perform at the work site. Access and security shall be controlled by the property Owner; Contractor's employees may be subject to vehicle and/or personal search. The Contractor shall be required to comply with all security and access requirements promulgated by the Owner at each work site. The Contractor shall not permit its employees to have any firearms, alcohol, or illegal substances in their possession while on any work site. Work vehicles owned or leased by Contractor will be allowed on work sites, but personally owned vehicles may be restricted. All vehicles must be operated by a licensed driver and must have a current registration certificate and proof of insurance.
11. **Health and Safety.** As part of the mobilization activity, a health and safety meeting will be conducted upon the Contractor's arrival at the work site, and daily thereafter. Planned work activities, potential contaminants, and the location/routes to nearby medical facilities will be discussed. Depending upon the project, a site-specific health and safety plan may be required; if needed, this will be provided by the Contractor's Site Supervisor and will follow the requirements as presented in 29 CFR 1910.120(b)(4). When provided, the health and safety plan must be distributed to, and discussed with, all contractor personnel onsite; the health and safety plan must be signed by all personnel prior to commencing work. The Contractor's personnel are required to have completed the Occupational Safety and Health Administration health and safety training in accordance with 29 CFR 1910 or 29 CFR 1926, as applicable, including refresher training. Contractor's employees must have in their possession and use all personal protective equipment (PPE) required for the work activities to be performed (i.e., steel-toed boots, hard hat, hearing protection, safety glasses, gloves). The Contractor shall discuss applicable health and safety requirements with the WPS Project Manager prior to mobilization and shall ensure that all employees reporting to the work site are in compliance with all training and PPE requirements. A safety inspection will be performed by the Contractor's Site Supervisor prior to field activities to ensure that their crew is in compliance with the training and PPE requirements. Additionally, a documented weekly safety inspection will be performed by the Contractor's Site Supervisor for their activities for the project duration. The results of those inspections shall be made available to WPS upon request. The Contractor owned/leased equipment shall be inspected by the operator, as necessary, to ensure that the equipment is in a safe and operable condition.
12. **Standby.** Work activities shall be coordinated to minimize any idle or standby time. At some work sites, unforeseen logistical problems may be encountered due to various reasons, which may result in idle time. Work stoppages due to severe weather or other "acts of God" shall not constitute standby time, unless the WPS representative suspends work temporarily while waiting for conditions to improve and requires the contractor to remain onsite. WPS-approved standby time shall be compensated at the rate set forth in the Pricing Schedule.

SELLER'S PRICING INSTRUCTIONS:

- Contractor shall provide a fixed firm price (lump sum) bid for the work scope. Deviations from the scope of work document requirements shall be noted by the Contractor in their bid.
- Contractor shall provide a per-gallon unit rate for additional non-hazardous waste which exceeds 500 gallons.
- Contractor shall provide unit rates for additional soil removal in event of contamination. Provide cost per ton.
- Contractor shall provide day/hourly rates for crew in the event of standby time or need for additional services.
- Contractor shall provide unit pricing for additional contaminated soil removal and clean fill if required due to site contamination.
- Contractor shall provide proof of insurance at time of bid and again at time of commencement of work. Minimum liability insurance coverage of \$2,000,000.
- Contractor shall provide an option for additional paving and provide unit prices for additional optional paving.
- Payment will be made only for actual quantities of items delivered and services satisfactorily rendered, as can be verified from field logs or other documentation by authorized WPS field personnel.

**WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203-341-1002**



SCOPE OF WORK (CONTINUED)

HOURS OF SERVICE

School Summer Hours: Monday to Friday 7:00 am to 7:00 pm, with the exception of July 4th, school will be closed due to holiday scheduled. Please check with school head custodian for hours of operation.

****END OF SCOPE OF WORK SECTION****

**WESTPORT BOARD OF EDUCATION
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Safety

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State and Local regulations.

References

Each Bidder shall include phone numbers and contact persons of the companies and/or Cities or Towns where they have done similar projects.

Termination

The Contract may be terminated by the Westport Public Schools if at any time, work is unnecessarily delayed, or willful violations of Contract conditions exist, or the conditions are being executed in bad faith. The Westport Public Schools' written termination notice to the Contractor will allow five (5) days thereafter to commence corrective measures satisfactory to the school system. In the event of non-compliance, the Westport Public Schools shall notify the Contractor in writing to immediately discontinue any further work and vacate the buildings, ceasing any rights to plant and material. Subsequently the Westport Public Schools shall take the necessary action to complete the remaining contract work.

Equal Opportunity – Affirmative Action

The successful Contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each Contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each Contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this Contract.

Awards

The Chief Financial Officer reserves the right to reject any or all bids, or the bids for any one or more commodities or contractual services included in any or all bids, to waive any informality in bids and unless otherwise specified to buy any part or the whole from one or more bidders when it is to the Board of Education's best interest to do so.

Payment

Invoices for the Westport Public Schools can be submitted to:

Email at: purchasing@westportps.org, wpsfacilities@westportps.org

Or by mail to:

Westport Public Schools,

Accounts Payable Department,

P.O.Box 312, Westport, CT 06880.

WESTPORT BOARD OF EDUCATION
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203-341-1002



UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL
BID # 23-001 - BOE

REFERENCES

Each Bidder shall include phone numbers and contact persons of the companies and/or Cities or Towns where they have done similar projects.

1. REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

2. REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

3. REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

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UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL
BID # 23-001 - BOE

BID FORM

The undersigned, attesting to be a duly authorized representative of the Company, hereby proposes to furnish all services required to perform the scope of work in accordance with the project specifications, for the price indicated below.

COMPANY NAME & ADDRESS:

TELEPHONE:

EMAIL ADDRESS:

REPRESENTED BY:

(Name & Title)

DULY AUTHORIZED:

PROJECT START DATE OF WORK

JULY 5TH, 2022

PROJECT COMPLETION DATE OF WORK

AUGUST 1ST, 2022

BID PRICE

KINGS HIGHWAY ELEMENTARY
10,000 GALLON OIL TANK REMOVAL

\$ _____

**WESTPORT BOARD OF EDUCATION
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WESTPORT, CT 06880
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**UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL
BID # 23-001 - BOE**

EEOC COMPLIANCE

Conn. Gen. Stat. Sec. 4a-60:

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the involved;

The contractor agrees, in all solicitations or advertisements for employees placed for or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

The contractor agrees to provide each labor union or representative of ers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contact or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 46a-68e (requiring contractor to file compliance reports with the commission) & 46a-68f (requiring compliance reports contain information on labor union practices) and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures or the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56;

The contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials.

Conn. Gen. Stat. Sec. 4a-60(a):

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate of permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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203-341-1002**



**UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL
BID # 23-001 - BOE**

EEOC COMPLIANCE (CONTINUED)

The contractor agrees to provide each labor union or representative of ers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 4a-60a and with each regulation or relevant order issued by the commission; The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56.

****END OF NOTIFICATION TO BIDDERS****

**WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203-341-1002**



**UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL
BID # 23-001 - BOE**

ADVERTISEMENT

TO: All Interested Bidders
FROM: Theodore Hunyadi, Director of Facilities and Security
DATE: April 1, 2022
SUBJECT: **SPECIFICATIONS AND BID FORMS
WESTPORT PUBLIC SCHOOLS
BID # 23-001-BOE
UNDERGROUND OIL TANK REMOVAL
KINGS HIGHWAY ELEMENTARY SCHOOL**

For questions regarding the bidding procedure, contact Ted Hunyadi, Director of Facilities and Security for Westport Public Schools at (203) 341-1271 or by email to: thunyadi@westportps.org

THERE WILL BE A MANDATORY WALK THROUGH ON TUESDAY APRIL 19, 2022 AT 1:00 P.M. AT KINGS HIGHWAY ELEMENTARY SCHOOL, (125 Post Road West, Westport, CT 06880)

Bid packages are available in our website: <https://www.westportps.org/district/business-office/bids>, or
State of CT Administrative Services: <https://portal.ct.gov/DAS/CTSource/BidBoard>

Sealed bids can be mailed anticipated and will be received in the office of the Chief Financial Officer, Westport Public Schools, 110 Myrtle Avenue, Room 300, Westport, CT no later than Tuesday, May 10th, at 11:00 am. At which time said Bids shall be publicly opened in room 307 for Bid# 23-001-Underground Oil Tank Removal-Kings Highway Elementary School.

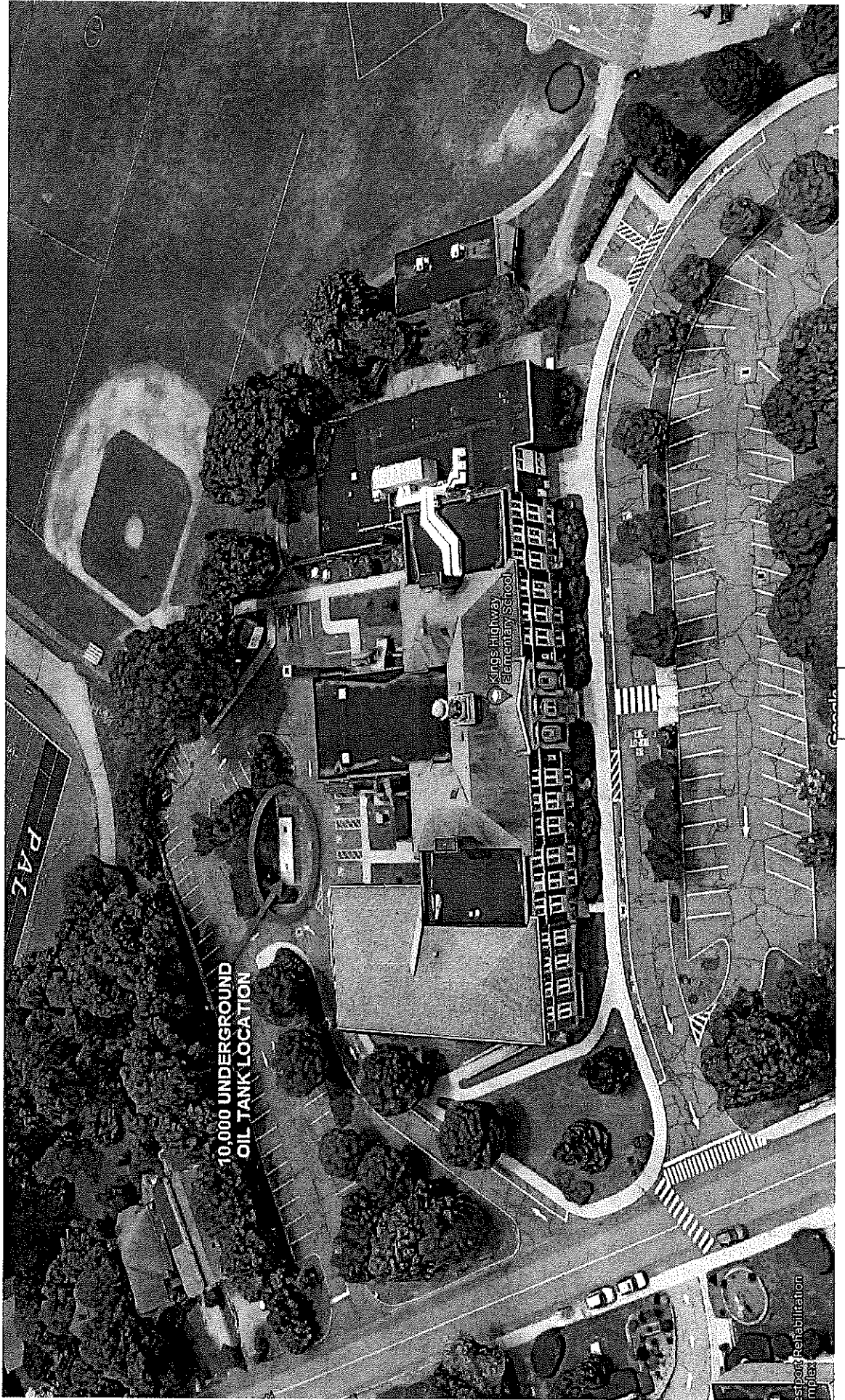
Interested vendors must submit 2 copies of bid. All bid envelopes shall be clearly marked:

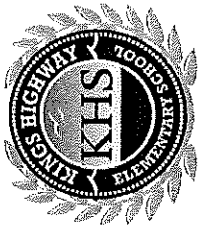
BID # 23-001-BOE, UNDERGROUND OIL TANK REMOVAL – KINGS HIGHWAY ELEMENTARY SCHOOL



KINGS HIGHWAY ELEMENTARY

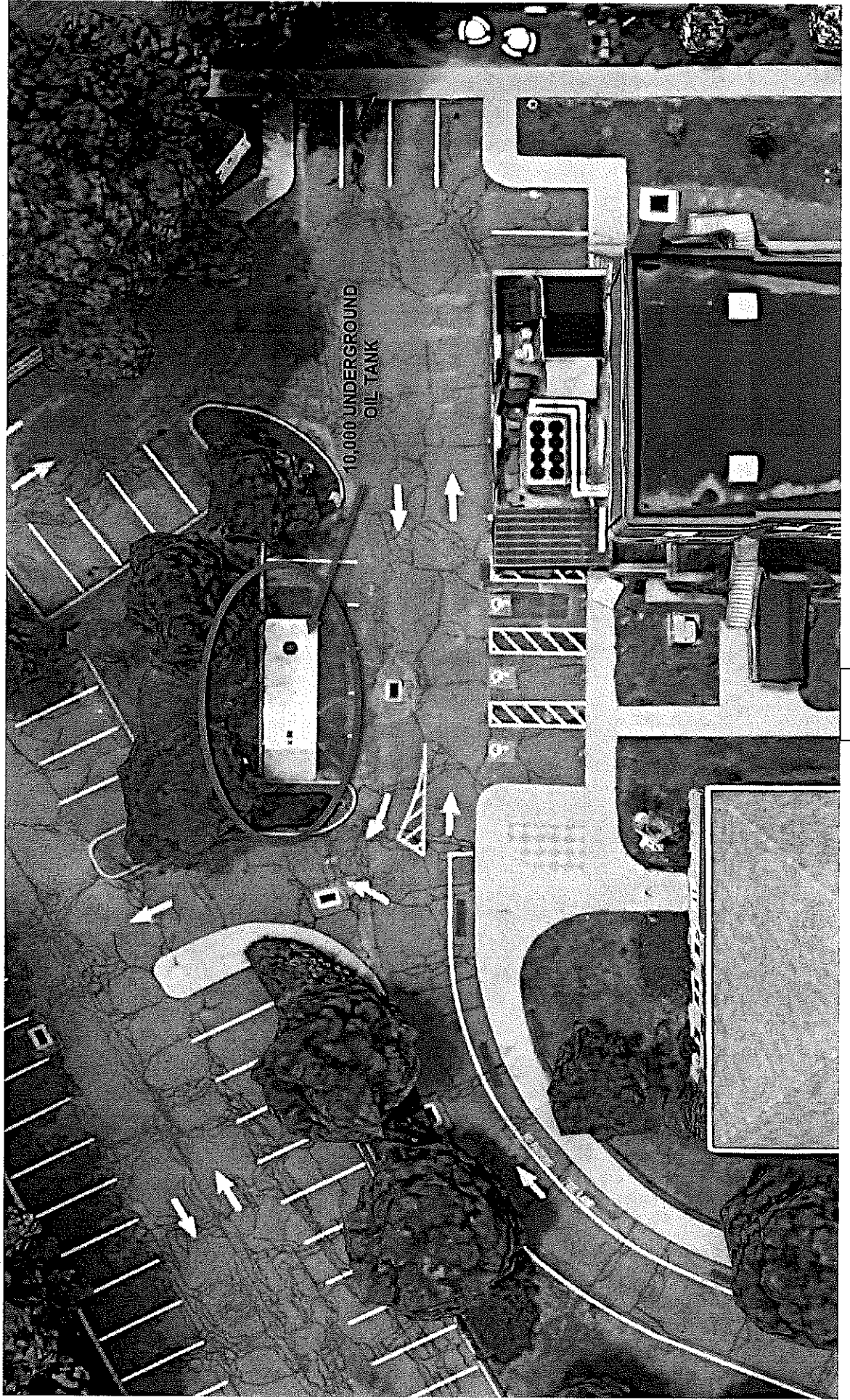
FOR FIELD REFERENCE ONLY

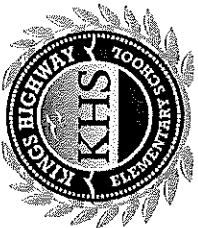




KINGS HIGHWAY ELEMENTARY

FOR FIELD REFERENCE ONLY





KINGSHIGHWAY ELEMENTARY

FOR FIELD REFERENCE ONLY

