



Town of Trumbull, Connecticut

REQUEST FOR PROPOSAL, CONDITIONS, SPECIFICATIONS,  
SPECIAL PROVISIONS AND DRAWINGS

REQUEST FOR PROPOSAL (REBID)  
RFP 6069

CONSTRUCTION OF A POOL FILTER HOUSE  
BEACH MEMORIAL POOL  
BEACH MEMORIAL ROAD, TRUMBULL, CT

PRE-PROPOSAL MEETING: JULY 2, 2014 at 9:30AM  
PROPOSAL DUE DATE: JULY 15, 2014 at 3:00PM

PREPARED FOR THE TOWN OF TRUMBULL BY:



**ANTINOZZI ASSOCIATES**  
ARCHITECTURE & INTERIORS

271 Fairfield Avenue  
Bridgeport, CT  
203.377.1300

TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>PAGE</u>
NOTICE TO PROPOSERS	3
GENERAL INSTRUCTIONS	4
STATEMENT OF BIDDER (PROPOSER) QUALIFICATIONS	7
PROPOSAL FORMS	13

<u>Division</u>	<u>General Requirements</u>
<i>Section No.</i>	<i>Title</i>
01100	Summary of Work
01250	Contract Modification Procedures
01290	Payment Procedures
01310	Project Management and Coordination
01320	Construction Progress Documentation
01330	Submittal Procedures
01500	Temporary Facilities and Controls
01600	Product Requirements
01700	Execution Requirements
01731	Cutting and Patching
01732	Selective Demolition
01770	Closeout Procedures

End of Table of Contents

*NOTICE TO PROPOSERS*

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSALS  
DUE: JULY 15, 2014 @ 3:00PM  
RFP 6069**

**CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL**

Sealed proposals for the construction of a pool filter house at Beach Pool will be received at the office of the Purchasing Agent, 5866 Main Street, Trumbull, CT.

Proposal documents may be obtained (at a cost to you) from Digiprint, 25 Ferry Blvd., Stratford, CT 06615, (203-375-1228). The consulting engineer for this project is: Paul Lisi, Antinozzi Associates, Bridgeport, CT (203-377-1300).

A Pre Proposal meeting will be held on **TUESDAY JULY 2, 2014 @ 9:30 AM** at the pool facility located on Beach Memorial Road, Trumbull, CT.

Proposal (Bid Bond) Security is required in the amount of ten percent (10%) of the base proposal and shall be in the form of a Certified Check or Bond. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the Base Proposal.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

Robert Chimini  
Purchasing Agent

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSALS  
CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL  
RFP 6069 DUE: JULY 15, 2014 @ 3:00PM**

**GENERAL INSTRUCTIONS**

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for the **CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL**, in the Town of Trumbull in accordance with the specifications and requirements detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer.

**A Pre proposal meeting meeting will be conducted for interested parties on TUESDAY JULY 2, 2014 @ 9:30 AM at the POOL FACILITY LOCATED ON BEACH MEMORIAL ROAD, TRUMBULL, CT.**

**1. PREPARATION FOR PROPOSALS**

An original and three (3) exact copies of each Proposal shall be submitted in a sealed envelope, and addressed to: Purchasing Agent, Town of Trumbull, in a sealed envelope and plainly marked on the outside as **"CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL"**. The envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened

**2. PROPOSAL SUBMISSION**

- a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:  
**PROPOSAL # 6069 DUE: JULY 15, 2014**  
Trumbull Town Hall – Attn: Robert Chimini, Purchasing Agent  
5866 Main Street, Trumbull CT 06611
- b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project
- c) The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.
- d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

**3. PROPOSAL RESPONSE TIME**

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

**4. TOWN OPTIONS**

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

**5. TAX EXEMPT**

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

**6. SPECIFICATIONS**

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

**7. INQUIRIES & ADDENDUMS**

- a) All technical inquiries regarding this request may be directed to Pau Lisi – Antinozzi Associates (203-377-1300 ([PLisi@Antinozzi.com](mailto:PLisi@Antinozzi.com) ) or Allen White, Town of Trumbull, Facilities, (203) 452.5070 ([awhite@trumbull-ct.gov](mailto:awhite@trumbull-ct.gov)). No inquiries shall be responded to that are received after July 11, 2014.
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d) **It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website ([www.trumbull-ct.gov](http://www.trumbull-ct.gov)) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.**

**8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

Any assignment or subcontracting by a proposer, bidder, supplier, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

**9. HOLD HARMLESS CLAUSE**

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

**10. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE**

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

**11. INSURANCE**

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

<b>Commercial General Liability</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
Bodily Injury Liability	\$2,000,000	\$5,000,000
Property Damage Liability	\$1,000,000	\$5,000,000
Personal Injury Liability	\$1,000,000	\$5,000,000
<b>Comprehensive Auto Liability</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
Including coverage of owned, non owned & rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees that fifteen (15) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen’s Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage “B”)

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor’s and each Subcontractor’s insurance.

**12. CONFLICT OF INTEREST**

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

### 13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

- a) A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.
- b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

### 14. LIQUIDATED DAMAGES:

- a) Non-compliance with the scheduled completion date of the Contract shall result in engineering charges as follows:
- b) The Contractor shall pay liquidated damages of \$250.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

### 15. LOWEST RESPONSIBLE PROPOSAL

- a) The Town shall determine the "lowest responsible qualified proposer" on the basis of the Proposer submitting the lowest "Total Proposal", responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications .
- b) Proposals will be compared on the basis of the "Total Proposal" of the items listed in the Proposal and on basis of the Proposer's experience and competence.
- c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the "lowest responsible qualified proposer", the Town will issue a Notice of Award to the successful Proposer.
- d) The Proposer designated by the Town as the "lowest responsible qualified proposer" to whom the contract is awarded shall execute the Contract and submit the following documents:
  - i. Performance Bond
  - ii. Labor, Payment and Materials Bond
  - iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
- e) In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

### 16. MISCELLANEOUS

- a) All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
- b) Selected proposer agrees to warranty all work completed for this requirement.
- c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.

**STATEMENT BIDDERS QUALIFICATION STATEMENT**

**Submitted by:**

Name of Organization \_\_\_\_\_

Name of Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

**Submitted to:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Project Name and Description (if applicable)

\_\_\_\_\_

\_\_\_\_\_

**Contractor's General Business Information**

Check If:

Corporation Partnership Joint Venture Sole Proprietorship

**If Corporation:**

a. Date and State of Incorporation

\_\_\_\_\_

\_\_\_\_\_

b. List of Executive Officers

Name Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If Partnership:**

a. Date and State of Organization

\_\_\_\_\_  
b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited Other (describe): \_\_\_\_\_

**If Joint Venture:**

a. Date and State of Organization

\_\_\_\_\_  
b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk\*)

**If Sole Proprietorship:**

a. Date and State of Organization

\_\_\_\_\_  
b. Name  
and Address of Owner or Owners

- \_\_\_\_\_  
1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If a joint venture list each participant's projects separately).
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).
3. Name of surety company and name, address, and phone number of agent.

\_\_\_\_\_  
4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes \_\_\_ No \_\_\_

If yes, show names and addresses of affiliated companies.

\_\_\_\_\_  
5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes \_\_\_ No \_\_\_

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes \_\_\_ No \_\_\_

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes \_\_\_ No \_\_\_

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

\_\_\_\_\_  
\_\_\_\_\_

10. If required, can your organization provide a bid bond for this project? Yes \_\_\_ No \_\_\_

11. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000 \_\_\_\_\_ \$2,000,000 to \$5,000,000 \_\_\_\_\_

\$5,000,000 to \$10,000,00 \_\_\_\_\_ \$10,000,000 or more \_\_\_\_\_

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

\_\_\_\_\_

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Account Manager \_\_\_\_\_

Telephone \_\_\_\_\_

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Date Commission Expires







**TOWN OF TRUMBULL  
REQUEST FOR PROPOSALS  
CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL  
RFP 6069 DUE: JULY 15, 2014 613 @ 3:00PM**

**PROPOSAL**

(TO BE ON BIDDER'S LETTERHEAD)

To: Purchasing Agent  
Town of Trumbull  
5688 Main Street  
Trumbull, CT 06611

Project: BEACH MEMORIAL PARK  
POOL FILTER HOUSE  
BEACH MEMORIAL ROAD  
TRUMBULL, CONNECTICUT

Date: \_\_\_\_\_

Submitted by:  
(full name)

\_\_\_\_\_  
(full address)

**1. OFFER**

Pursuant to and in compliance with the Invitation to Bid relating thereto, the Undersigned,

\_\_\_\_\_  
himself/herself with the conditions present and carefully examined all the documents (including the drawings and specifications dated March 4, 2013), General Instructions, Bid Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by Antinozzi Associates hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in accordance with said documents for the above mentioned projects to the satisfaction of the Architect and Owner for the stipulated sum of

Base Bid (in words) \_\_\_\_\_

Base Bid (in figures) \$ \_\_\_\_\_

Enclosed herewith is the Bid Guaranty (10% of Base Bid minimum), which is in the form of:

( ) Bid Bond                      ( ) Certified Check

All State of Connecticut taxes are excluded from the Bid Sum.

**PROPOSAL (Continued)**

**2. ACCEPTANCE**

- This offer shall be open to acceptance for ninety (90) days from the Bid opening date.
- If this Bid is accepted by the Owner within the time period stated above, Undersigned will:
  - Execute this Agreement within ten days of receipt of acceptance of this Bid.
  - Furnish the required bond (s) within ten days of receipt of acceptance of this Bid.
  - Commence work within seven days after written Notice to Proceed or Contract signing.
- If this Bid is accepted within the time stated, and the Undersigned fails to provide the required Bond(s), the Owner may charge against the Undersigned the difference between the amount of this bid and the amount for which the contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.
- In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**3. CONTRACT TIME**

If this Bid is accepted, the Undersigned will commence all the work per the contract documents within one week from the Notice to Proceed and shall receive satisfactory inspection by the appropriate municipal entities per the project phasing outlined in Specification Section 01100. Is it additionally understood that liquidated damages, in the amount of **\$250 per calendar day**, will be assessed for failure to complete the project within the project phasing timelines.

**4. CHANGES TO THE WORK**

Equitable adjustments for Changes in the Work will be net cost plus a percentage feed in accordance with the General Conditions.

**5. ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

Addenda # \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**6. BID FORM SIGNATURE (S)**

The Corporate Seal

\_\_\_\_\_  
(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer) (Title)

(Seal)

\_\_\_\_\_  
(Authorized signing officer) (Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**PROPOSAL (continued)**

**THE PROPOSER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS.**

**PROPOSED SUBCONTRACTORS**

If none, write "None" \_\_\_\_\_.

---

---

\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

---

---

\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

---

---

\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

---

---

\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

\*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

**Proposer** \_\_\_\_\_  
(Fill in Name)

**By** \_\_\_\_\_  
(Signature and Title)