

**TOWN OF TRUMBULL
REQUEST FOR QUOTATION**

FURNISH AND INSTALL A GUIDERAIL AT HARVEST HILL ROAD

BID # 5905

DUE:

JULY 27, 2011 @ 3:00 PM

GENERAL INSTRUCTIONS TO BIDDERS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed bids to furnish and install a GUIDERAIL at HARVEST HILL ROAD in accordance with the specifications and requirements as detailed in this request. All qualified and interested parties (hereinafter referred to as bidder, contractor or vendor) are invited to submit bids under the terms and conditions set forth as follows:

1. PREPARATION FOR PROPOSALS

An original and three (3) exact copies of the Bid shall be submitted in a sealed envelope. The sealed envelope containing a Bid must be plainly marked on the outside as "**PROPOSED GUIDERAIL HARVEST HILL ROAD**" and the envelope should bear on the outside the name of the Bidder, address, and license number if applicable. No oral, telephone or telegraphic responses will be considered. Bids 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 bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.

2. BID SUBMISSION

a) Bid responses are to be completed (unless directed otherwise in the specifications), printed, signed (in ink) by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

BID # 5905 DUE: JULY 27, 2011

Purchasing Agent, Town of Trumbull
5866 Main Street, Trumbull CT 06611

- b) All Bids must be made on the enclosed Bid Proposal form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid proposal form must be fully completed and executed when submitted. Please be advised that the person 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 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.

3. BID 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 bid amount only) shall be publicly opened and read aloud. A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened. No bidder may withdraw a bid within ninety (90) days after the actual bid opening.

4. TOWN OPTIONS

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town. The award shall be made after careful consideration of all factors including but not limited to price.

5. PRICING

All prices quoted must be firm for a one year period following the proposal opening; nothing elsewhere in this request shall abrogate this firm period.

6. 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 bid price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

7 TIME IS OF THE ESSENCE

The Town considers the required delivery date(s) to be of utmost importance. Consideration may be given to the bidder that offers the most favorable delivery date.

8 SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the bidder must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the bidder is bidding according to all specifications.

9 INQUIRIES & ADDENDUMS

- a) **All technical inquiries regarding this request may be directed to Stephen M. Savarese, PE, LS (203)452.5053. No inquiries shall be responded to that are received after July 22, 2011.**
- b) Answers to questions the Town deems to be in the interest of all bidders will be made available in writing, email or by Fax as appropriate to all bidders.
- c) The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of this request; the Town further reserves the right to request additional information from any bidder at any time after proposals are opened.
- d) **It is the sole responsibility of a bidder 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. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.**

10 ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a bidder, vendor, 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.

11 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.

12 FEDERAL AND STATE WORK REGULATIONS AND STANDARDS

- a) 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.
- b) Applicable laws and regulations relating to State and Federal employment practices, nondiscrimination, safety and health regulations shall be complied with by the contractor.

13 INSURANCE

The successful bidder 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:

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

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 bidder (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 bidder (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.

14 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.

15 BID, PERFORMANCE AND PAYMENT BONDS

- a) A Bid Bond payable to the Owner must accompany each Bid for ten (10%) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder 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 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 Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the Bidder 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.

16 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 \$500.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

17 TERM OF SERVICE

The period of performance for this requirement is from **July 29, 2010 through August 26, 2010**. THE SUCCESSFUL BIDDER MUST HOLD HIS PRICE FIRM FOR THE FULL TERM OF THE PERIOD NOTED ABOVE. Quoted prices will be considered firm for the period unless the bidder modifies the time limit, in a letter in writing, at the time of the bid submission.

19 LOWEST RESPONSIBLE BIDDER

- a) The Town shall determine the "lowest responsible qualified bidder" on the basis of the Bidder submitting the lowest "Total Bid", 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) Bids will be compared on the basis of the "Total Bid" of the items listed in the Bid and on basis of the Bidder's experience and competence.
- c) If the Lowest Total Bid 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 bidder", the Town will issue a Notice of Award to the successful Bidder.

- d) The Bidder designated by the Town as the “lowest responsible qualified bidder” 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 bidder 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 bidder to be in default, in which case the Bid Guarantee shall become the property of the Town.

20 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) No purchase shall be made from nor shall services (other than services as an official, 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.
- c) Selected bidder agrees to warranty all work completed for this requirement.
- d) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the bidder to perform the work required. Each bidder shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the bidder is properly qualified, the Town reserves the right to reject the bid of said bidder.

**TOWN OF TRUMBULL
REQUEST FOR QUOTATION**

PROPOSED GUIDERAIL HARVEST HILL ROAD

BID # 5905

DUE:

JULY 27, 2011 @ 3:00 PM

REQUIREMENTS, TERMS & CONDITIONS, SPECIFICATIONS,

ITEM 1 – PROSECUTION AND PROGRESS

TIME RESTRICTIONS

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be allowed to perform any work that will interfere with existing traffic operations on the project roadway as follows:

- The Contractor will be allowed to work Monday through Friday, 7:00 am to 4:00 pm, or later, if approved in writing by Town as needed.
- The Contractor will not be allowed to perform any work that will interfere with existing traffic operations on Town or State Roadways.
- The Contractor will commence on or after August xx, 2011 and be completed by September xx, 2011.

During all other times

The Contractor shall maintain and protect traffic as shown on the accompanying "Limitation of Operations" charts, which dictate the minimum number of lanes that must remain open for each day of the week.

CONSTRUCTION STAKING

Survey benchmarks and coordinated electronic drawings will be provided by Town of Trumbull, Public Works Department, Survey Division, upon award of contract to contractor. The contractor shall perform all required construction staking from the provided data. This work will be paid for under "Preliminary Items".

SEDIMENT AND EROSION CONTROLS

The Contractor shall provide proper erosion and sediment control measures, in accordance with Connecticut guidelines and as further detailed within the plan set. This work will be paid for under "Preliminary Items".

ITEM 2 – MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall maintain and protect traffic as follows and as limited in ITEM 1 – PROSECUTION AND PROGRESS.

SIGNING: The Contractor shall maintain all signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate existing signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer. The temporary relocation of any existing signs and supports, and the furnishing, installation and removal of any temporary supports and foundations, shall be paid for under the item "Maintenance and Protection of Traffic." When all work is completed, the Contractor shall return all signs to their original location.

PLACEMENT OF SIGNS: Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

WORK ZONE SAFETY MEETINGS

- A) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of Town Engineer, or assigned designee, Municipal Police, the Contractor (Project Superintendent) and the Traffic Control

Subcontractor (if different from the prime Contractor to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

- B) A Work Zone Safety Meeting Agenda, (see below), shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the Engineer.

WORK ZONE SAFETY MEETING AGENDA

- a) Review Project scope of work and time.
- b) Review Item 1, Prosecution and Progress of the Special Provisions.
- c) Review Item 2, Maintenance and Protection of Traffic of the Special Provisions, including "Work Zone Safety Procedures".
- d) Review Contractor's schedule and method of operations.
- e) Review areas of special concern: ramps, turning roadways, construction entrance, etc.
- f) Open discussion of work zone questions and issues.
- g) Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

ITEM 3 – STRUCTURES

Items of work as identified and detailed on plan sheets directly reference Connecticut DOT Form 816, supplements and amendments.

ITEM 4 – UTILITIES

DESCRIPTION

Note that the Contractor shall notify the appropriate utility company prior to adjusting any privately owned facility. The Contractor shall also make contact with Call Before You Dig, 1-800-922-4455 and with the Engineer no less than 48 hrs prior to commencement.

UTILITY CONTACT INFORMATION

Southern Connecticut Gas	John Carle	(203) 795-7760
United Illuminating	Duncan Loomis	(203) 926-5251
SBC	Warren Wolf	(203) 383-6613
Aquarion Water	Jeffrey Farrell	(203) 337-5853
Charter Communications	Mat Bell	(314) 965-0555
Town of Trumbull Sewer	Joe Solemene	(203) 452-5048

ITEM 5 - RESTORATION

DESCRIPTION

The contractor shall replace and/or restore to the condition existing immediately prior to construction or better than this condition, all signs, pavement, topsoil, lawns, bushes, shrubs, trees, fences, walls, walks, driveways, curbs, incidental works, or any and all other property removed or harmed in any way by reason of work done under this contract.

ITEM 6 - CONSTRUCTION DETAILS

Details are provided in the plan set located on the Town of Trumbull Website (www.trumbull-ct.gov) in the Purchasing Department Section – BID NOTICES Bid # 5905.

**TOWN OF TRUMBULL
REQUEST FOR QUOTATION**

PROPOSED GUIDERAIL HARVEST HILL ROAD

BID # 5905

DUE: JULY 27, 2011 @ 3:00 PM

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Engineering Department, Town of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to furnish and install the GUIDERAIL at HARVEST HILL ROAD, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications, Drawings and all Contract Documents, within the time set forth therein, and at the prices stated on the Bid Schedule.

By submission of this Bid, each Bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed", and to fully complete the Project within Fifty (50) consecutive calendar days thereafter.

Bidder further agrees to pay as liquidated damages, the sum of (\$300.00) three hundred dollars for each consecutive calendar day thereafter till completion of the full contract as provided in the General Conditions. Bidder further agrees that he will provide and sustain the required Bonds and Insurance Policies as required.

Bidder acknowledges receipt of the following Addendum:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder shall execute the formal contract attached within five (5) days and deliver a Surety Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of _____ Dollars (\$) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Company Name

By (Signature)

Address

Print Name

Company Name

Title

Date

Telephone/Fax

BID PROPOSAL (Continued)

THE UNDERSIGNED AFFIRMS AND DECLARES that in regard to all conditions affecting the work to be done and the labor and materials required, this bid (proposal) is based on his investigations and findings, and the Town of Trumbull and the Engineers and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates, borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Trumbull or the Engineers or their officers, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions; nor has any representation or warranty been so made that the estimated quantities to be used for comparison of bids will even approximate the actual quantities or materials and work which the Contractor may be required to furnish or perform.

BID SCHEDULE

ITEM	ITEM/DESCRIPTION	PROPOSED TOTAL COST
1	Preliminary Items - (Includes Construction Staking, Sediment and Erosion Control Measures, Maintenance and Protection of Traffic, Removal and Disposal of Existing Wood Posts)	\$ _____
2	Structures -Guiderail, Guiderail Anchors	\$ _____
3	Restoration	\$ _____
4	TOTAL	\$ _____

Lead time for cooling tower delivery: _____ Days after receipt of order (ARO)

Anticipated time for completion: _____ Days after receipt of order (ARO)

Above Price Shall Remain Firm for: _____ Days

Work shall commence _____ days after receipt of Purchase Order

The quality of workmanship is guaranteed for a period of _____ year(s) from acceptance.

Note any and all exceptions or clarifications :(use additional pages as necessary)

 Company Name

 By (Signature)

 Address

 Print Name

 Company Name

 Title

 Date

 Telephone/Fax

 email

 24 Hour Telephone

BID PROPOSAL (Continued)

THE BIDDER SHALL STATE THE NAMES 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 Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder _____
(Fill in Name)

By _____
(Signature and Title)