

**TOWN OF TRUMBULL
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL
STREAM RESTORATION FOR 25 DOGWOOD LANE**

GENERAL INSTRUCTIONS TO BIDDERS

BID NUMBER 6258

Due: SEPTEMBER 12, 2017 at 2:00PM

The Town of Trumbull, Connecticut (hereinafter referred to as Town), through the Office of the Purchasing Agent, will accept sealed bids for **STREAM RESTORATION AT 25 DOGWOOD LANE** in accordance with the specifications and requirements contained in this request.

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer. It is the sole responsibility of the contractor/ vendor to check the Towns website for this addendum.

1. PREPARATION OF PROPOSALS

- a. Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and two (2) EXACT COPIES. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.
- b. Bidders may also submit, under separate cover with their proposal, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded
- c. No oral, telephonic, or faxed proposals will be considered. Corrections, deletions, or additions to bids may be made by wire, provided such wires are received in correct and comprehensive form prior to the opening time of bids, and confirmed by letter. No telephone corrections, deletions, or additions will be accepted. The Town reserves the right to reject any or all bids, and to waive any or all formalities in connection therewith.

2. BID SUBMISSION

Bids are to be submitted in a sealed envelope addressed as follows:

Bid: 6258 Due: SEPTEMBER 12, 2017 @ 2:00PM
KEVIN BOVA
Purchasing Agent
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

Please be advised that the person(s) 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 delivery period requested.

3. BID TIME

- a) Bids shall be received at the office of the Purchasing Agent Kevin Bova, Town Hall, prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud. Any bids submitted or received after the advertised hour shall not be accepted, opened or read.
- b) 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.

4. TOWN OPTIONS

- a) The TOWN reserves the right to reject any and all bids and does not bind itself to accept the lowest bid or any proposal for this work or any part thereof, and shall have the right to ask for new bids for the whole or parts, should it desire to do so.
- b) If your proposal does not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal is in accordance with the required specifications.

5. TAXES

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

6. INQUIRIES

All inquiries regarding this request shall be answered up to the close of business on **September 5, 2017**, after which time no additional questions will be accepted. To ensure consistent interpretation of certain items, 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. Inquiries of a technical nature may be directed to **Mr. Frank Smeriglio, PE (203-452-5050)**; all others may be directed to Kevin Bova, Purchasing Agent (203.452.5042).

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.

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 Purchasing Department Website www.trumbull-ct.gov. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

7. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of Award in writing and followed by Town Contract and a purchase order.

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting the selected 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 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 Contract, 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 AND STANDARDS

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. The Contractor shall comply with all of the Connecticut General Statutes and comply with the EEO requirements.

11. 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 Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

- Worker's Compensation
- Contractor's Public Liability and Property Damage
- Automobile Insurance

General Liability	Each Person	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$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 Automobile Liability			
Bodily Injury	\$1,000,000	\$1,000,000	\$5,000,000
Property Damage		\$1,000,000	\$1,000,000

Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) day's prior notice of such change or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611.

In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Owner's Purchasing Department.

12. ADENDUMS

It is the responsibility of the bidder to verify prior to final submittal of a bid or bid if any addenda to this request have been issued. Any addenda to this request shall be posted on the Town of Trumbull website www.trumbull-ct.gov under the Purchasing Department's section. Bidders may also call the Purchasing Department directly 203.452.5042 for inquiries regarding addenda.

13. PRICING AND TERM

All prices quoted are to be firm for a period of **one (1) year** following bid opening. Special Consideration will be given to responses with extended firm price dates. The Town is always interested in any and all cost reduction opportunities.

The Town requires firmed fixed prices for a period of one (1) year following Quotation opening and nothing elsewhere in this Quotation shall abrogate this firm period. The Town may renew the term of the award for this requirement for an additional twelve (12) months, at the price stated in the Quotation Response Form by giving the contractor at least thirty (30) days written notice.

14. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid Any appearance of impropriety or conflict of interest and Public officials cannot circumvent the intent of this ordinance by receiving Town work through a bid waiver, as proscribed by the Trumbull Town Charter.

16. LIQUIDATED DAMAGES

The work task will have a negotiated start date and completion time. Contractor further agrees to pay as liquidated damages, The sum of **(\$500.00) Five hundred dollars** for each consecutive calendar day thereafter from negotiated completion time the Work shall be done in 28 calendar days or less after 28 days the 500.00 a day for liquidated damages will take effect. If the lowest bidder who is awarded this Bid cannot complete the assigned task in manner acceptable to the town, The Town of Trumbull reserves the right to utilize the next lowest bidder to award additional tasks.

**TOWN OF TRUMBULL
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL
STREAM RESTORATION FOR 25 DOGWOOD LANE**

BID NUMBER 6258

Due: SEPTEMBER 12, 2017 at 2:00PM

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

1. General Description of Work

The Town of Trumbull is soliciting prices to perform stone restoration work on the stream at 25 Dogwood Lane in accordance with the specification below:

ITEM #1 – Clean, and Restore stream:

- Hand remove existing stones on both sides of the stream between the wood bridge and Dogwood Lake (refer to area A on the Attachment 1).
- The weir stones at the exit point of the Lake and stream entrance must remain.
- Hand remove minimum of 1-3 inches of dirt material necessary to set new and/or existing stone on each side of the stream from the wood bridge to Dogwood Lake (area A, Attachment 1). Contractor to dispose of excess material.
- Remove grass weeds from the bottom and sides of the stream from the wood bridge to Dogwood Lake (area A).
- Install filter fabric on the sides of the stream from the wood bridge to Dogwood Lake (area A).
- Contractor to control water in the stream. Contractor to phase work accordingly to not remove all stones at once and create an un-stabilized area.
- Re-install existing and new stones along both sides of the stream from the wood bridge to Dogwood Lake (area A) with joints tighter than existing. Contractor to evaluate existing joints and create tighter joints.
- Install stone dust to lock in the stones.
- Materials shall not be transported from the road to the stream with large equipment. Motorized equipment shall not be used.
- Contractor shall restore all disturbed lawn area from road to the swale with topsoil, grass seed, fertilizer and hay (this item shall not be measured for payment. Costs of labor to restore lawn area shall be included in the price for Item #1.
- This item shall be measured for payment based on measuring along the centerline of the stream actually restored. Payment for this item to include all work described above (both sides of stream, removal of grass weeds and labor for grass restoration)

ITEM #2 – Material Allowance:

- Supplement the existing stones where needed with new "Wall Rock" from BC Sand & Gravel (or equal) to match existing stones. Payment for stone dust, added stones shall be paid as part of an allowance. Payment shall be based on actual cost plus 10%.
- Grass seed, fertilizer and hay shall be paid as part of the allowance. Payment shall be based on actual cost plus 10%.
- Cost to transport the materials to the jobsite shall be included in Item #1.

Contractor can provide alternate means of stream restoration for the owner's approval. Prior to work, Contractor shall provide town with proposed vendors for approval.

Town to provide Inland Wetlands Permit for the project.

2. Workmen

The contractor will supply competent, faithful, skilled and experienced mason/ laborer per crew to perform the required work. If at any time a Town Public Works Official (or their designee) shall notify the contractor that an assigned operator is apparently incompetent or unfaithful, such operator shall be discharged promptly and shall not be employed again on the job.

3. Cleanup

Upon suspension or completion of the work, the contractor shall remove all materials, equipment and rubbish, and shall leave the premises surrounding the roadway in a neat and orderly condition.

4. Experience

Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience in masonry work, channel restoration, or similar projects. Accordingly, a list of at least four (4) places where this type of work has been performed during the past five (5) years shall be furnished, including contact persons and phone numbers. (See the attached References sheet.)

5. Equipment

No motorized equipment shall be used unless its approved by the Town Engineer. All machines must be capable of efficient, reliable operation. Actual operation of equipment may need to be witnessed/verified by a Public Works Official upon and prior to awarding a purchase order for this requirement. The equipment owned by the contractor will be indicated on the bid, together with the equipment available by lease.

6 Traffic

Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety.

7. Other

If the low bidder is unable to respond, the Town reserves the right to assign the task to the next lowest unsuccessful bidder on the condition that they are to perform work at the same contract rates as the low bidder. Such unsuccessful bidder will be obligated to comply with all provisions of the Agreement between the Town and the successful bidder and all requirements of the Purchasing Agent. The prices shall be good for a 1 year period.

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PROPOSAL FORM

THE UNDERSIGNED AFFIRMS AND DECLARES that this Bid is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this Bid for the request contained herein and certifies that this Bid meets all the specifications and conditions requested herein. Any alternate Bids are presented in a similar format to those requested and are attached herein Having received the specifications prepared by the Town the undersigned hereby submits the following Unit Prices to perform the work outlined for the subject project, and attests that this bid meets all the specifications and conditions stated in this Request for Proposal as follows:

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 # _____, _____, _____, _____, _____

DESCRIPTION	QTY	Unit Price	Extended
<u>ITEM #1 – Clean and Restore Stream</u>	70 LF	\$ _____ /LF	\$ _____
<u>ITEM #2 – Material Allowance</u>	1	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
		TOTAL	\$ _____

TOTAL AMOUNT OF BID: \$ _____ in Dollars

TOTAL AMOUNT OF BID _____

In words

 Company Name

 by (Signature)

 Address

 Print Name

 Town-City Zip

 Title

 Date

 Telephone

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REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least Four (4) clients in the past five (5) years (attach any other client references if desired). **PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

CLIENT 1:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 2:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 3:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

CLIENT 4:

Organization Name: _____
Contact Name: _____ Phone: _____
Service Dates: _____
Project(s): _____

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THE PROPOSER SHALL STATE THE NAMES OF ALL PROPOSED SUBCONTRACTORS (to be submitted with proposal)

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)