

BID#2008-89

**TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824**

**Date Submitted _____, 2008
Delivery _____ days after receipt or order.
Terms: Cash discount _____% _____ days.**

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business as (trade name)

Address

Town

State

by Authorized Representative

Print Name

Telephone number

Fax number

E-mail Address (es)

First Selectman

Director of Purchasing

Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, first floor, Sullivan Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to.

11:30 A.M. THURSDAY, MARCH 27, 2008

To provide labor, materials, equipment and all else necessary for **EXTRUDED CONCRETE CURBING THROUGHOUT TOWN** as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in the arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. The Town of Fairfield on sixty (60) days advance written notice, may renew the 2008 Extruded Concrete Curbing contract for one, two, or three successive annual terms on the same terms and conditions including price, as the 2008 Extruded Concrete Curbing contract.

**SPECIFICATIONS
EXTRUDED CONCRETE CURBING**

The Town of Fairfield (Town) is seeking competitive bids from qualified Contractors to provide all labor, material, equipment and all else necessary for extruded concrete curbing. The objective of this specification is to procure in place concrete curbing on existing streets and parking lots. It is to include new as well as replacement curbing. Street assignments may not be contiguous, nor on consecutive dates.

LOCATIONS: Sections of curbing along the street will be replaced as needed. Primary streets included are those in the asphalt paving program.

BASE SURFACES: Curbing is to be placed on existing asphalt and concrete surfaces. Surfaces will vary and include newly placed and compacted asphalt, existing asphalt, and milled or ground concrete curbing. Prior to placing the curbs on the pavement, the pavement shall be prepared as follows: clean pavement thoroughly (high-pressure water washing or abrading) and apply adhesive. Pavement shall be free of all dust, loose material and/or oil.

The extruded curb shall be bonded to the existing pavement by anchoring extruded concrete curbing to existing pavement or applying Sika Latex, Lara Crete 40 or Concrevice Paste LPL or approved equal asphalt adhesive, designed to bond new concrete to existing pavement. The manufacturer's instructions must be followed for adhesive and bonding.

MILLING: Existing concrete curbing shall be removed by mechanical milling down to the elevation of the existing pavement. Where extruded curbing is to be on the existing curbing adjacent to the old asphalt pavement, the depth of the cut cannot exceed one (1) inch below the existing pavement nor shall the removal extend past one (1") inch outside the face of the adjacent curbing. Where the extruded curbing is to be placed on top of the new asphalt pavement extending over the old concrete curbing, the old curbing is to be milled to the elevation of the old pavement plus or minus one (1") inch. The Contractor shall remove and dispose of any concrete debris, soil etc., generated by the milling operation and the street swept clean.

CURB CONSTRUCTION: The concrete shall be designed to include approximately 75% State approved concrete sand and 25% 3/5" rock. The concrete shall contain a minimum of 620 pounds of cement (6.5 sacks) per cubic yard, yielding concrete that will exceed 4,000 PSI in 28 days. The concrete shall be produced according to ASTM C94 Ready Mixed Concrete or ASTM C685 Concrete produced by volumetric continuous mixing. The concrete shall contain a minimum of one pound of fiber reinforcement per cubic yard. The extruded curb shall be bonded to the existing pavement by using approved concrete to asphalt adhesive or a two-component epoxy; manufacturer's instructions must be followed. The control joint shall be installed at nine-foot intervals and more often on radii, so as to minimize shrinkage cracking. The finished curb will be coated with a curing compound, which has been designed to seal the surface and form a water proofing membrane.

A sample and the manufacturer's specifications shall be submitted for approval. Concrete mixture shall be submitted to the Superintendent of Public Works for approval.

START OF CONSTRUCTION: The Contractor shall begin construction within ten (10) days of written notification by the Town.

PAYMENT: Payment shall be by the actual lineal feet of curbing constructed as measured in the field by the Contractor and a representative of the Town. The Contractor may submit invoices for payment monthly or at the completion of an assigned section or sections of curbing.

**EXTRUDED CONCRETE CURBING
PROPOSAL**

MILLING:

1 foot – 500 feet \$ _____ L.F.

501 feet – 1,500 feet \$ _____ L.F.

1,501 feet– 5,000 feet \$ _____ L.F.

5,001 feet and over \$ _____ L.F.

INSTALLATION OF EXTRUDED CURBING

1 foot – 500 feet \$ _____ L.F.

501 feet – 1,500 feet \$ _____ L.F.

1,501 feet– 5,000 feet \$ _____ L.F.

5,001 feet and over \$ _____ L.F.

BRAND OF ADHESIVE _____

BRAND OF CURING COMPOUND _____

BRAND OF COLD WEATHER PROTECTION _____

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2008-89" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Sullivan Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions and specifications should be directed to:

**Rebecca A. O'Connell, Bid Specialist, phone 203-256-3060, fax 203-256-3080
Email: roconnell@town.fairfield.ct.us**

Inquires must reference date of bid opening, requisition or contact number, and must be received no later than seven (7) calendar days prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of One Hundred and Twenty (120) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be **NET-DELIVERED TO DESTINATION**. Bids quoting other than F.O.B. Destination may be rejected.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified.

BID BOND (Not required for this project)

The **BID BOND** furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

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THE CONTRACTOR

The Contractor for the work described shall be **thoroughly familiar with the requirements of all specifications**. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment or materials required, or difficulties encountered, which could have been foreseen had such an examination been carefully made, will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

PERFORMANCE AND LABOR AND MATERIAL BOND (Not required for this project)

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that a supplier required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

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INSURANCE COVERAGE

The successful bidder will be required to furnish a Certificate of Insurance naming the Town of Fairfield as the additional insured. **The insurance is to be suitable Contractor's Liability and Worker's Compensation, thereby making the Town of Fairfield harmless from all eventualities that may occur relative to this Bid and the resulting purchase order or contract.**

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the town, whether temporary or permanent, **shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00)**, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer/employee/member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions).

If applicable, the bidder further declares that the site has been inspected as called for in the specification (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority, prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

- Federal Tax Exemption 06-75-0063-K
- Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A. No exemption certificates are required and none will be issued.