

Sullivan Independence Hall 725 Old Post Road

Fairfield, Connecticut 06824 Purchasing Department

(203) 256·3060 FAX (203) 256·3080

BID #2018-89

TRUCK SCALE REPLACEMENT WEIGH STATION – TRANSFER STATION

TOWN OF FAIRFIELD PURCHASING AUTHORITY	Date Submitted	2018.
725 OLD POST ROAD	Date Submitted	2010,
INDEPENDENCE HALL		
FAIRFIELD, CT 06824.		
SEALED BIDS are subject to the standard	Bidder:	
instructions set forth on the attached sheets.		
Any modifications must be specifically	5	
accepted by the Town of Fairfield,	Doing Business As (Trade Name)	
Purchasing Authority.		
Muchal Itu	Address	
First Selectman	Town State 7:-	
Will Loly	Town, State, Zip	
Director of Purchasing	(Mr/Ms) Name and Title, I	Printed
06/12/2018/		
Date	Signature	
	Telephone	Fax

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00AM, Thursday, 28th June, 2018

To provide labor, materials, equipment and all else necessary, to perform work related to the replacement of the truck scale at the Public Works weighing station at the transfer station facility, 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/affiliate or entity under common control who is in 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, and shall be determined by the Town.
- 3. Bid proposals are to be submitted in a sealed envelope and clearly marked "Bid #2018-89" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
- 4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Public Works Department, Solid Waste & Recycling Division, is seeking competitive bids from qualified contractors to provide labor, materials, tools, equipment, and all else necessary, to perform work related to the replacement of the two (2) Emory Winslow twenty-five (25) foot truck scales at the weighing station at the Town's transfer station facility, 530 Richard White Way, Fairfield, Connecticut, as detailed in the attached specifications. The existing weigh station platforms have 3/8" Steel Deck Plates. The two replacements truck scales must have the ability to weigh in five pound increment and transfer the weight information into one single indicator. The replacement systems must also be compatible with the existing PC Scale Software System.

Work shall consist of, but not limited to:

- Supply and installation of an Emery Winslow Hydro-Static special model 84-10050 -10SD-TA truck scale or approve equal.
- Providing a temporary scale, during the installation process. The temporary weigh scale shall be positioned to allow
 for normal truck traffic flow. This temporary scale must also have the ability to be connected to the existing scale
 indicator and computer system and certified (for accuracy).
- Demolish, remove and properly dispose of existing truck scales.

Lump sum proposal shall include all labor, materials, general conditions, profit and overhead.

SCHEDULE

Site access for construction will be available approximately $\underline{2nd July}$, $\underline{2018}$. All work must be completed in a timely manner and completed prior to $\underline{15}^{th}$ August, $\underline{2018}$.

SITE ACCESS

Access to the project site area can be arranged through Mr. Michael J. Zembruski, T. 203.256.302<mark>3</mark>, E-mail: MZembruski@FairfieldCT.org for prospective bidders to scope the existing project site conditions.

All requests for information will be answered in writing as specified below under RFI / Addenda.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Fairfield, Purchasing Department

Attention: Gerald J. Foley, Director of Purchasing

725 Old Post Road, Fairfield, CT 06824 E-mail: GFoley@FairfieldCT.org

NOTE: Written requests for information will not be accepted after 12:00pm on Wednesday, 20th June, 2018.

Response will be in the form of an addendum that will be posted approximately <u>Friday</u>, <u>22nd June</u>, <u>2018</u> at the close of business to the Purchasing Department website: <u>www.fairfieldct.org/purchasing</u>

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

CONTRACT DOCUMENTS

Contract documents may be viewed and downloaded at no cost from the Town of Fairfield, Purchasing Dept website at www.fairfieldct.org/purchasing

Note printed hard copies of Contract Documents are NOT available to be purchased from the Town of Fairfield.

REQUIREMENTS

- A. Prospective bidders are strongly advised to visit the site and verify the scope of the work, including measurements and quantities, prior to submitting a bid. Town reserves the right to increase or decrease the amount of work, as deemed in its best interest.
- B. Price is to include all labor, materials, permits, fees, disposal, etc., required to properly complete the project, including, but not limited to, the following:

Mobilization and Demobilization:

- 1. Mobilization shall include obtaining insurance and bonds, moving all materials and equipment onto the site, obtaining and paying for all permits by other agencies if applicable, furnishing temporary construction utilities if applicable, and installing construction signs as required for the proper performance and completion of the work.
- 2. Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of any temporary construction utilities and turnover of project to the City.

Construction

- 3. Demolish and remove all existing platform lane scales.
- 4. Clean area to accept, install, and setting of (2) new scale module products.
- 5. Remove and retrofit Tunnel Scales to accept (2) new steel deck weighing modules and (1) new steel deck dead span.
- 6. Install new continuous side barrier with rubber belting to deflect debris to center of scale, in order to avoid debris build up underneath scale. Side barrier will run along both walls, be fastened to both wall sides (drill & held to walls each side), and will be draped over the edge of both scale sides.

Wire & Calibrate

- 7. All product communication.
- 8. All Transfer Station existing equipment included within communication.
- 9. Installation of all new product smart sectional controllers and pit power supplies. Includes all installation of all new communication cable (stainless steel sheathed).
- 10. Final communication of all new products with the City's existing instruments and existing PC scale software system.
- 11. Adjust product bumper bolts to product specifications and calibrate scale to HB44 standards and place into commercial service and file all paperwork with local County Weights & Measures.
- 12. No changes to Transfer Station operation upon completion.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- D. The successful bidder MUST secure all required permits prior to commencing work on the site. Upon application for a building permit (where specified and as required) the Town of Fairfield will waive the cost of the permit.
 - NOTE: The Town is not able to waive the State of Connecticut Education Fee.
- E. The awarded contractor will have access to the site as indicated under "SCHEDULE" and agreed upon at award of contract. All work must be completed in a timely manner. Access hours shall be from 7:00AM to 4:00PM, Monday through Friday, except for public holidays.
 - At the Contractor's option, he/she may access the site on holidays, Saturdays and Sundays, if the Contractor pays the cost (including all overtime) of the Town staff for this time. All work time must be coordinated with the Director of Solid Waste and Recycling and or his designee.
- F. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield.

INSTRUCTION TO BIDDERS

PRICES

Prices quoted must be firm for acceptance by the Town of Fairfield for a period of ninety (90) days, upon public opening of all bids. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

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.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by Director of Solid Waste and Recycling and or his designee and paid for by the Contractor.

OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Owner, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

METHOD OF DOING WORK

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Town, employees of public utilities, residents adjacent to the work and general public.

The Contractor shall employ only competent employees to do work and whenever the Owner shall notify the Contractor, in writing, that any employee on the work is, in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield and/or Board of Education to protect the Owner's property and goods and interests.

EXECUTION OF AGREEMENT

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder, to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business days after notice of award and receipt of Agreement forms from the Owner.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.

Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith. The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

EXTRA WORK

The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he/she proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and

appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

- 1. Owner: The Owner shall mean the Town of Fairfield (Town) or any duly authorized official thereof acting in an official capacity.
- 2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
- 3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

DRAWING CONFLICT

In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

- 1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
- 2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2018-89" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Department, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
- 3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

PROTESTS

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 Director of Purchasing, prior to the closing date for the bids.

EXCEPTION TO SPECIFICATIONS

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.

EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings (where provided) carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website at www.fairfieldct.org/purchasing

The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

CHANGE ORDERS

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

SPECIFICATIONS

TRUCK SCALE SPECIFICATION FOR PLATFORM- 50' x 10' Steel Deck - PIT TYPE Flush with Grade Design Consisting of two (2) Individual 25' x 10' Separate Scales

1.0 DESCRIPTION

The term CONTRACTOR referred to in these specifications shall include the Scale Manufacturer, and Installing Scale Dealer.

The CONTRACTOR shall include the furnishing and installation of the truck scale weigh system(s) described in the succeeding paragraphs. All material and equipment shall conform to the Plans and Specifications.

The CONTRACTOR must Read, Accept, and Sign the Guaranty statement (pages 12 of this specification), and include this page as a component of their bid submittal materials.

Where a definite material or product description is specified, it is not the intent to discriminate against an "or equal" product. It is the intent to set a definite minimal standard. Open competition is expected and desired but, in all cases, complete supporting data must be submitted with the bid package on all substitutions and exceptions proposed. Samples and/or documentations shall be submitted for comparison and test when requested.

No substitutions or exceptions shall be made unless authorized in writing. If the Contractor intends to provide an "or equal" product, he shall make this fact known to the Owner (Town of Fairfield) and it should be clearly outlined in the bid package. Otherwise, the CONTRACTOR will be required to furnish materials and products as called for in these specifications. Should substitutions be accepted and should these substitutions prove defective or otherwise unsatisfactory for the service intended, the CONTRACTOR shall replace the unsatisfactory substitutions with the material and equipment as called for in these specifications at no additional cost to the Owner (Town of Fairfield).

2.0 GENERAL SPECIFICATION

- 2.1 The Contractor shall provide a bid submission for (1) Steel Deck 50' x 10' Platform certified Truck Scale. Consisting of two (2) Individual 25' x 10' Separate Scales for Installation in existing pit at specified location. The scale shall be: Emery Winslow Hydro-Static Special Model 84-10050-10SD-TA or Approved Equal.
- 2.2 The truck scale shall have a capacity of 100 Tons (200,000lbs). The Scale overall shall be 50' long, 10' wide, and 18" in height. The Scale shall consist of two 25' x 10' Truck Scales.
- 2.3 The CONTRACTOR shall utilize existing Digital Indicator, in order to maintain the minimum graduation size of 5 lbs.
- 2.4 The CONTRACTOR shall provide certified engineering drawings for the Scale outline.
- 2.5 The CONTRACTOR shall modify the Foundation according to the Scale Manufacturer's Certified Drawings.
- 2.6 Materials handling equipment to lift heavy scale structures shall be provided by the CONTRACTOR.
- 2.7 Installation, start-up and calibration shall be the CONTRACTOR'S responsibility
- 2.8 The CONTRACTOR shall provide a Temporary Scale to be used during Existing Pit Modifications. This Scale will be a Minimum of 50' x 10' and installed at location deemed necessary by the Town of Fairfield to allow for the normal Truck Traffic flow to continue to be weighed. The Temporary scale will be connected to the Existing Indicator and Computer System, and Certified.

3.0 WEIGHBRIDGE SPECIFICATION - Pit Type Scale with Heavy Duty Steel Deck.

- 3.1 The weighbridge shall be designed specifically for a 50' x 10' Steel Deck PLATFORM installation, The Total overall Platform length will be 50'L x 10'W Consisting of two (2) Individual 25' x 10' Separate Scales.
- 3.2 The weighbridge shall be prepared for a 3/8" Steel Deck.
- 3.3 The weighbridge shall have a maximum capacity of 200,000 lbs.
- 3.4 The minimum dual axle capacity shall be 100,000 lbs.
- 3.5 The minimum sectional capacity shall be 100,000 lbs.
- 3.6 The weighbridge shall have a minimum clearance underneath the scale of 2'6".
- 3.7 The weighbridge shall be free flowing in all 360 degrees.
- 3.8 The weighbridge shall provide easy Top access to the load cells.
- 3.9 All exposed steel members shall be painted to surface preparation specification SSPC-SP-6 Shot Blast cleaning and a minimum of two (2) coats of corrosion resistant acrylic enamel applied to a 4 to 6 mil. Film thickness.

4.0 LOAD CELLS (Shall be new and unused)

- 4.1 The load cells shall be Hydraulic, and non-electronic.
- 4.2 The load cells shall be NTEP certified.
- 4.3 The load cells shall be compression type, of minimum 75,000 lbs. capacity each.
- 4.4 The load cells shall be manufactured out of grade 304 stainless steel.

- 4.5 The load cells shall be immune to electrical damage, including lightning or electrical surges and shall also be immune to damage from welding currents on or around the weighbridge, at anytime during the life of the scale.
- 4.6 The load cells shall be immune to water, either power hoses used for cleaning under the weighbridge or total submersion under water for long extended periods of time.
- 4.7 The Loads shall be connected to the Summing Device with Stainless Tubing.
- 4.8 The load cells shall be electrically inert, and shall be safe without safety barriers in hazardous environments.

5.0 LOAD CELL SUMMING NETWORK

- 5.1 The Summing Network shall be located in the scale house or control room. Summing Network shall not be located underneath the weighbridge.
- 5.2 The Summing Network shall be isolated from electrical surges or lightning that may strike the weighbridge.
- 5.3 Hazardous environments require the Summing Network to be mounted in a NEMA IV enclosure.
- 5.4 Sectional adjustments shall be located in scale house totalizer for ease of calibration.
- 5.5 The Stainless Steel Hydro-Static Load Cells will be connected to the Totalizer with Stainless Tubing to protect against water damage.

6.0 DIGITAL WEIGHT INDICATOR

6.1 Utilize existing weight indicator if at all possible.

7.0 COMPUTER SYSTEM and Associated Software.

7.1 Existing, P.C. Scale Software

8.0 UTILIZE EXISTING PIT FOUNDATION & APPROACHES - Modify Existing Piers to accommodate new scale.

- 8.1 The Contractor shall remove existing Scale for off site disposal.
- 8.2 The CONTRACTOR shall provide modifications according to the Manufacturers Certified drawings, and the Soil Bearing requirements will be the responsibility of the OWNER.

9.0 INSTALLATION, TEST, CALIBRATION & STATE CERTIFICATION

9.1 The CONTRACTOR shall furnish Installation, Test, & State Certification of all of the equipment in this specification.

10. FREIGHT

10.1 The CONTRACTOR shall be responsible for freight to the jobsite, and removal, unloading and setting in place all equipment, existing, temporary and permanent, included in this specification.

11.0 GUARANTY – [include guaranty documentation statement (page 12) with your bid submission]

11.1 The Hydraulic load cells shall be Guaranteed For Life against damage from lightning, Rodents, or water. The Hydro Static load cells shall further be Guaranteed for Ten (10) years against defects in material and workmanship.

The successful (bidder) Contractor/ Scale Company and Scale Manufacturer shall replace any Load Cell or Electronic Ancillary devices damaged by water or lightning that are located under the Truck Scale Weighbridge for the entire life of the scale at absolutely no cost to the Customer TOWN OF FAIRFIELD, for labor, travel or materials.

Guarantees (by the manufacturer / Successful Bidder) for the load cells covering water / lightning are required in the bid, in writing. Warrantees covering water / lightning, for the load cells are not acceptable.

- 11.2 The weighbridge shall have a (5) year warranty against defects in material and workmanship.
- 11.3 Intentionally left Blank.
- 11.4 Intentionally left Blank.
- 11.5 The summing network shall be warranted for (2) years against defects in material and workmanship.
- 11.6 The Bid Price shall include the "LIFETIME GUARANTEE for the Hydro Static Load Cells", as specified in Par 11.1above.

The Owner (Town of FAIRFIELD) shall not be responsible to purchase any additional service contract, at additional cost, to cover the "Lifetime GUARANTY" for all Load Cells & Electronic Ancillary devices located under the Truck Scale Platform.

BID PROPOSAL FORM

PAGE 1 OF 1

PROPOSAL TO:

Town of Fairfield, Purchasing Department First Floor, Sullivan Independence Hall 725 Old Post Road, Fairfield, Connecticut 06824

<i>I</i> ,				have received the following contract docu	ıments,
	Document #2018-89 enda through	posted at www.fa	uirfieldct.org/purchasii	ng and have included their provisions to:	
Supply all and guardi	labor, materials, too rail as required, con	ols, equipment, per nstruct new concr	rmits, taxes and insur ete walks and bitumi	ances, etc., to demolish existing concrete, p nous concrete pavement, install new guard all include <u>July, 2018</u> construction schedule.	
Base Bid: S	\$	/LS(Writte	en Amount)		Dollars
Scale Man	ufacturer	,	,		
Work shal	l be completed	days after rece	eipt of written notice	to proceed / purchase order.	
State any an	nd all exceptions that i	may apply and to the	e Contract Documents a	and attach to this page.	
				terials, equipment, tools, mobilization, delivery t from which Owner is exempt) and insurances.	
				or omissions of which he/she is aware, either diet Documents are listed herewith in this Bid For	
For addition	onal work upon req	uest:			
Hourly Ra	tes: Supervisor \$	/hr Forema	n \$/hr Jou	rneyman \$/hr Apprentice \$	/hr
Mark-up o	over Cost for Mater	ials shall be	_% for any additional	work where requested.	
CHECKL	Cover page, compl Addenda acknowle Signed and submitt List of references v List of all subcontr Price submitted con Bid Bond or equal	edged (where issued ted with modified pro- where projects perfor ractors identifying ea	ormed of comparable size ach trade, hourly rates, age Rates, if total projections.	ze and scope within the past three years.	
Name	Titl	le	Signature	Date	

GUARANTY DOCUMENTATION

PAGE 1 OF 1

PROPOSAL TO:	Town of Fairfield, Purchasing Department First Floor, Sullivan Independence Hall 725 Old Post Road, Fairfield, Connecticut 06824
	Guaranty for the Lifetime of the scale, that we e Load Cells, or Electronic Ancillary Devices located under the Truck Scale weighbridge, later or rodent damage, at absolutely no cost to the Town of Fairfield,
electronic ancillary device, located lost, either by Lightning or Water	arer, and Installing Dealer will pay to the Town of Fairfield \$1,000.00 per load cell or d under the Truck Scale Platform) each time a Load Cell or Electronic Ancillary Device is damage during the entire life of the Truck Scale. A maximum of \$8,000.00, per Failure 00 Per Failure incident (for Ancillary Devices) to cover the cost of "Down Time", which is sed until repairs are made.
all liabilities from damages incurre	akes the Contractor, Scale Manufacturer, & Installing Scale Dealer responsible for any and ed due to lightning, Rodents, and water damage for all load cells, and ancillary devices, rm of the Truck Scale, for the entire Lifetime Guaranty period of the Truck Scale.
	sentations, omissions, or falsifications in the foregoing statements, and answers, and that all correct, to the best of my knowledge.

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

BID PROPOSALS

Bid proposals are to be submitted in a <u>sealed envelope</u> and clearly marked on the outside "<u>BID #2018-89</u>" including all outer packaging such as DHL, FedEx, UPS, etc. 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, 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.

OUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Mr. Gerald J. Foley, Director of Purchasing: GFoley@FairfieldCT.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received <u>no later than as indicated in the bid documents</u> 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 ninety (90) 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.

BID BOND

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.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

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. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. 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.

PERFORMANCE AND LABOR AND MATERIAL BOND

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 the Contractor where 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.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570 a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

- 1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
- 2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

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 over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, <u>including for non-payment of premium</u>, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

<u>Worker's Compensation Insurance</u>: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

<u>Automobile Insurance</u>: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

<u>Umbrella/Excess Policy:</u> An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

<u>Pollution Liability Insurance</u>: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

<u>Subcontractor's Insurance</u>: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

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. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.dol.gov/whd/govcontracts/dbra.htm

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

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 specifications (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 06-6001998.

Exempt from State Sales Tax under State General Statues Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide details of most recently performed and completed projects of equal scope:

REFERENCE #1:			
Project Location		Contract Price	Completion Date
Owner / Architect	Contact Person	Phone	E-mail
Description of the Work			
REFERENCE #2:			
Project Location		Contract Price	Completion Date
Owner / Architect	Contact Person	Phone	E-mail
Description of the Work			
REFERENCE #3:			
Project Location		Contract Price	Completion Date
Owner / Architect	Contact Person	Phone	E-mail
Description of the Work			
-			

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details.

Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:	
Name of Company	Fed ID #
Contact Person	Title
Company Address	Phone
Trade	E-mail
Rates: Supervisor \$/hr Foreman \$/hr Journeyman \$	/hr Apprentice \$/hi
SUBCONTRACTOR #2:	
Name of Company	Fed ID #
Contact Person	Title
Company Address	Phone
Trade	E-mail
Rates: Supervisor \$/hr Foreman \$/hr Journeyman \$	/hr Apprentice \$/hr
SUBCONTRACTOR #3:	
Name of Company	Fed ID #
Contact Person	Title
Company Address	Phone
Trade	E-mail
Rates: Supervisor \$/hr Foreman \$/hr Journeyman \$	/hr Apprentice \$/hr
SUBCONTRACTOR #4:	
Name of Company	Fed ID #
Contact Person	Title
Company Address	Phone
Trade	E-mail

NOTE: All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

Rates: Supervisor \$_____/hr Foreman \$_____/hr Journeyman \$____/hr Apprentice \$____/hr