



Town of Old Saybrook Request for Proposal Water Main Installation Project

The Town of Old Saybrook is requesting proposals from experienced roadway contractors to provide labor and equipment to excavate Route 154 adjacent to the Old Saybrook Department of Public Works site (499 Middlesex Turnpike) for the following purpose:

To install a new 6-inch water line, shutoff, and fire hydrant to the existing Connecticut Water Company (CWS) main currently located on Route 154 opposite the Old Saybrook Department of Public Works (499 Middlesex Tpke) to service the health and safety needs of the buildings and services currently located at this address. The Director of Public Works will assist in recommending pathways for locating the new water lines and fire hydrant on this site.

Proposals must be received by the Town of Old Saybrook in the office of the Finance Director, located at 302 Main Street, Old Saybrook, CT until 4:30 p.m. by **July 18, 2019**. In the event of the closure of Town Hall, bids will be opened at the same time on the following business day that Town Hall is open. The Pre-Bid meeting is mandatory and will be held at 10:00 a.m. on **July 12, 2019**, at the Old Saybrook Town Hall conference room on the main floor to answer questions concerning this proposal.

The Town of Old Saybrook reserves the right to accept or reject any or all proposals, to waive technicalities, or to award the contract to the best qualified bidder other than the lowest bid, and to award the contract as it feels will best serve the public interest.

The town of Old Saybrook is an Affirmative Action/Equal Opportunity Employer, MBE's, WBE's and SBE's are encouraged to submit proposals.

Please note the proposed cost for this project must be submitted by the closing date to qualify your proposal for consideration by this Town.

General Requirements

In order for change orders to be recognized as valid for payment they must be submitted in writing with associated labor, costs of material, overhead and profit to the First Selectman's office review and approved in advance of the change(s) proposed. Change orders must be approved in writing by both parties before payment can be made.

The selected Contractor will be required to review the project schedule for work days and hours on the job site with the First Selectmen's Office, the Director of Public Works and Department of Transportation officials for the State of Connecticut before any work can commence on this project.

The Town reserves the right to alter or delay this project should the Contractor's construction schedule

interfere, or impede the daily usage of Route 154 vehicle traffic nor meet DOT construction regulations. The contractor must secure permits and permission from the Town of Old Saybrook's building department, the CT State Department of

Transportation and the Connecticut Water Company for the installation of new water lines under state highways for this project before any construction will be permitted to proceed on this project.

The Contractor shall assume full liability for State and local town regulations pertaining to work labor practices, hauling, and the proper disposal of construction debris. In addition, the Contractor must coordinate their traffic plan with the Old Saybrook Police Department for review and comment.

In addition:

- **The Contractor is required to file a permit with the Town of Old Saybrook and submit a certificate of insurance before initiating this project with the Town's Building Inspector's Office located on the second floor of Town Hall. (See attached insurance requirements)**
- **The Town's Director of Public Works, and/or Town representative reserves the right to cease the operations of this project should during the daily walk around of the job site it is found to be unsafe and/or to ensure the progression of scope is up to Town's satisfaction and work standards.**
- **The Contractor may work off hours if desired. Discussion and approval with Town officials is required.**
- **The Contractor will be responsible for their employee's safety and maintaining valid insurance and liability coverages for this project. The wearing of appropriate safety foot wear, eye protection and adherence to safety precautions are required to work on Town property. Adherence to existing OSHA regulations and the proper training of workers on this job site are the responsibility of the Contractor.**
- **The Contractor is responsible for reporting accidents involving personnel, vehicles and equipment on the site to the First Selectman Office and the Old Saybrook Police Department for investigation and official reporting purposes.**
- **The Contractor will discuss a site and construction plan with the Director of Public Works to include pedestrian and vehicular movement and employee parking both in and around the entrance to the effected site prior to commencing this project.**
- **The Contractor will guarantee and warrant all workmanship for a period of (1) year from the date of Substantial Completion of this Project which will be determined by the First Selectman. Original guarantees and warranties extended by the manufacturer for individual products used on this project will be executed and provided to the Towns Director of Public Works.**
- **The Contractor is responsible for examining existing conditions, and available support documents which may reasonably affect their work on this project prior to**

submitting a Bid. The Contractor is required to examine the site drawings the Town and the Department of Transportation may possess for this roadway and adjacent town site prior to submitting bids. Failure to do so will in no way relieve the Contractor from completing this project as required. It is not the intent of the Town to identify all existing conditions.

TERMS OF THE AGREEMENT

The Town of Old Saybrook reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Contractor is in default of any prior Town of Old Saybrook contract, or if the proposal limits or modifies any of the terms and conditions and/or specification of this RFP. The Town of Old Saybrook also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town of Old Saybrook will be served.

No change orders will be recognized as valid or will be initiated by the Contractor for this project unless they are submitted in writing with labor, installation costs, overhead, profit and any other related expenses to the First Selectman's office and approved in advance of the change(s) proposed. Change orders must be approved in writing by both parties.

The Town of Old Saybrook reserves the right to correct inaccurate awards resulting from clerical errors. Such action on the part of the Town of Old Saybrook shall not constitute a breach of contract on the part of the Town.

PAYMENTS

The Contractor will submit invoices care of the First Selectmen's Office for the Town of Old Saybrook and upon approval payment shall be made to the Contractor by way of check. Invoices shall be submitted within 30 days of the most recent service date. Final payment will not be made until the job is deemed complete by the Director of Public Works.

TERMINATION IN THE EVENT OF DEFAULT

In the event the Contractor fails to perform in accordance with any of the terms, conditions or obligations of this Agreement, the First Selectman shall notify the Contractor, in writing, and delivered by overnight courier or via United States first class mail, postage prepaid, return receipt requested, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within three (3) calendar days of Contractor's receipt

of written notice from the Town, the Town may, at its discretion, immediately terminate this Agreement. The Town shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Town of Old Saybrook and its officers, representatives, and employees from and against any and all (1) claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Agreement.

The Contractor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the Town of Old Saybrook as an additional insured on the policy and shall provide a copy of the policy to the Town prior to the effective date of the Agreement. The Contractor shall not begin performance until the delivery of the policy to the Town. The Town shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Town is contributorily negligent.

This section shall survive the termination of the Agreement and shall not be limited by reason any insurance coverage.

The Contractor

First Selectman, Town of Old Saybrook

By _____

By _____

Name _____

Name _____

Date _____

Date _____

Town of Old Saybrook Insurance Requirements

The firm selected shall provide a certificate of insurance indicating the following minimum coverage:

- Workers' Compensation – As required by law (if participants are employees)
- Professional Liability – Minimum limits of \$2,000,000 per occurrence. If the policy is on a claim made basis, the policy shall be continually renewed for two years beyond the termination date of this contract and its renewals.
- All insurance coverage shall be primary