

# CONTRACT DOCUMENTS

**Contract No.13-33**

**Tractor Mounted Boom Mower**

**PREPARED BY THE  
BOROUGH OF NAUGATUCK  
Department of Public Works**

October 2013



**BOROUGH OF NAUGATUCK**

## **INVITATION TO BID**

### **Borough of Naugatuck**

Sealed bids will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office (located in the basement), 229 Church Street, Naugatuck, CT 06770, on **Monday, October 28, 2013 at 11:00 a.m.**, at which time and place all bids will be publicly opened and read aloud for supplying The Borough of Naugatuck with the following:

### **Contract # 13-33** **Tractor Mounted Boom Mower**

*Copies of the bid documents may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable fee in the form of a check or money order payable to the Borough of Naugatuck in the amount of \$50.00 per set. Bid documents can also be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>*

*All firms obtaining bid documents must submit contact information by e-mail to [whozer@naugatuck-ct.gov](mailto:whozer@naugatuck-ct.gov) and [jstewart@naugauck-ct.gov](mailto:jstewart@naugauck-ct.gov). Contact information must be submitted three days in advance of the bid opening to be considered. No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.*

The Borough of Naugatuck reserves the right to reject any and all bids.

An Affirmative action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

**Contract No. 13-33; Tractor Mounted Boom Mower**

**SECTION A**

**INFORMATION FOR BIDDERS**

Borough of Naugatuck

1. Engagement of the Contractor

The Borough of Naugatuck requests that sealed bids be submitted to Supply and Deliver Tractor Mounted Boom Mower.

2. Scope of Services

The supply a John Deere 5085E-4WD complete with a Mid Mount 17 ft reach Boom Mower

Please direct any and all questions to: James R. Stewart  
Naugatuck Public Works Dept.  
246 Rubber Avenue, Naugatuck, CT 06770  
jstewart@naugatuck-ct.gov  
Tel: (203) 720-7071

3. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Contractor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.

Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

4. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its

Contractors, and of persons either directly or indirectly employed by Contractor, as it is for the acts and omissions of persons directly employed by Contractor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Contractor that all subcontractors and material men have been paid or may require waiver of mechanics' liens from any and all subcontractors and material men.

The Contractor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Contractor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

#### 5. Termination of Contract

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Contractor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Contractor under this document shall, at the option of the Borough of Naugatuck, become its property.

#### 6. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, City Hall, 229 Church Street,

Naugatuck, CT 06770.

#### 7. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

#### 8. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

#### 9. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

#### 13. Right to Reject

The Borough reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Borough.

**SECTION B**  
**PROPOSAL**

**Contract No. 13-33; Tractor Mounted Boom Mower**

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. . . Which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

**Company Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Town/City:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contract No. 13-33; Tractor Mounted Boom Mower**

**Bid Price**

John Deere 5085E-4WD Tractor      \$ \_\_\_\_\_  
As specified

17 foot minimum Boom Installed  
Model Bid \_\_\_\_\_ \$ \_\_\_\_\_

Flail Head minimum Installed      \$ \_\_\_\_\_  
Model Bid \_\_\_\_\_

**Additional Options:**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Bid Price**      \$ \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**SECTION C**

**REFERENCES**

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: \_\_\_\_\_

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

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2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

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3. Does the Bidder plan to sublet any part of this work; and if so, give details:

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\_\_\_\_\_  
Bidder



**17' MID-MOUNT ARTICULATED BOOM  
ARTICULATED BOOM**

It is the purpose of this specification to describe a mid-mounted, articulated, hydraulically powered boom mower for cutting grass and brush along roadsides and other areas that are not accessible to conventional mowing equipment.

The unit bid shall be the manufacturer's current production that meets or exceed the following minimum specifications. Only a standard production machine can be bid on these specifications and a supplier will not be allowed to modify his standard production unit in order to meet these specifications.

**Acceptable Models shall be**

**Tiger "Bengal" Mid-Mount Boom Mower Model BB-18 With 50" Flail Head with Optional Medium Brush and Grass Flail  
or Alamo Versa 17' Boom with 60" Heavy Duty Grass Flail**

**FRAME:**

The main frame shall be mounted between the front and rear wheels of the tractor and braced to the front axle housing and rear axle.

**HYDRAULIC RESERVOIR:**

Hydraulic reservoir  
Counterweight supplied

**KING POST:**

The king post shaft size  
King Post yield strength  
The bearings shall be tapered roller, 3" I/D. and greaseable.

**BOOM ARM (TWO PIECE):**

**Length of Boom**  
primary boom dimensions  
yield strength  
Outer boom dimensions  
yield strength  
Horizontal swing angle of Boom

		Supplied		Exception, Deviations, Answers
		Yes	No	
				Gallons
				LBs
				Inches
				lbs per square inch
				Feet
				lbs per square inch
				lbs per square inch
				Degrees







