

**BOROUGH OF NAUGATUCK REQUEST FOR PROPOSALS
FOR REMEDIATION AND PLUMBING REPAIR**

Scope: The Central Avenue School is a year round preschool built in the 1950's. A water leak developed in overhead piping in the basement bathroom. Inspection found that the subject pipe was piping originally installed when the building was built, wrapped with asbestos insulation and ceiling tiles below the pipe were found to contain asbestos also. The piping is considered brittle, hence the need to replace.

As the pipe in question is a main for the lower level, it needs to be replaced. However, the lower level of this school is not used so a full asbestos remediation is not required as it is proposed that the replacement piping be suspended below the ceiling for the length necessary to replace the length of the pipe. Remediation will be required for those areas where suspension support for the piping will pass through the ceiling. Remediation will also be required for the ceiling and piping that needs to be replaced or closed once work is completed.

Material Survey: A hazardous building material survey of the lower level was performed by TRC, a copy of the report is attached.

Designated Work Period: Because this school operates on a year round basis, work is being required during a one week shut down period. Work is to commence on Friday August 18 at 1pm, access to the building will also be available on Saturday August 19 for 10 hours. Work is expected to be completed by Thursday August 24th, end of day. Before completing work, the Borough requires air and any other testing to be completed before end of business Thursday.

Funding: This project is being funded solely by the taxpayers of Naugatuck with monies from a 5 year capital projects bonding. No state grant funds are involved.

Alternate proposals: The Borough will consider any alternate solutions proposed by the bidder that yields a safe and cost effective solution to this problem.

Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. **Workmen's Compensation Insurance:** With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's

compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$10,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$10,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$5,000,000 for all damages during the policy period.

E. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

G. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

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.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal

laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Borough.

Please direct any and all questions to: Robert Butler

Borough of Naugatuck Controller

229 Church Street, Naugatuck, CT 06770

rbutler@naugatuck-ct.gov

Tel: (203) 720-7027

A bid bond for five percent (5%) of the base bid cost is required and must accompany each proposal.

Bids must be held firm for ninety (90) days beyond the bid opening date.

The successful bidder must file a one hundred percent (100%) Performance Bond, and a Certificate of Insurance with the Borough within ten (10) days of notice of bid award.

The Bidder shall include references for the work to be performed and a short company history and description. Bidder shall also supply copies of any licenses required to perform the work requested.

SECTION B

PROPOSAL

Central Avenue School Plumbing & Remediation

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. The Borough however will consider any alternative proposals submitted.

Company Name: _____

Street Address: _____

Town/City: _____

Telephone: _____

Email Address _____

Name _____

Signature _____ **Date** _____

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.

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

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