

Winter Salt – For Snow & Ice Control

NAUGATUCK, CONNECTICUT

Contract No. 11-19

CONTRACT DOCUMENTS

**PREPARED BY THE
BOROUGH OF NAUGATUCK
CONNECTICUT**

October 2011



BOROUGH OF NAUGATUCK

**Borough of Naugatuck
INVITATION TO BID**

Sealed proposals will be received by the Purchasing Office, Borough of Naugatuck, Town Hall, 229 Church Street, Naugatuck, CT 06770 until **Monday, October 24, 2011 at 11:00 A.M.** for supplying the Borough of Naugatuck with the following products and services:

Contract No. 11-19; Winter Salt-For Snow & Ice Control

Immediately following the above time and date sealed bids will be publicly opened and read at the Town Hall.

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site http://www.naugatuck-ct.gov/Public_Notices.htm All firms obtaining bid documents must submit contact information by e-mail to whozer@naugatuck-ct.gov Contact information must be submitted three days in advance of the bid opening to be considered.

Bid documents may also 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.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply The Borough of Naugatuck reserves the right to reject any and all bids.

60 - 1.4 - Equal opportunity clause.

(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.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

Contract No. 11-19; Winter Salt-For Snow & Ice Control

1. Proposals Received

Sealed proposals for the Building Renovations will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until **Monday, October 24, 2011 at 11:00 A.M** local time. Immediately following, the bids will be publicly opened and read.

Proof and evidence of subscription to a legal drug and alcohol testing program as further described herein shall also be submitted along with each bid. Bids may be deemed unacceptable and rejected if the aforementioned requirements are not fulfilled. Material Safety Data Sheet (MSDS) shall be submitted prior to award of contract. Bid Bonds are not required.

2. Location and Description of Work

Contract No. 11-19; Winter Salt-For Snow & Ice Control

Delivery of Winter Salt-For Snow & Ice Control

3. Schedule of Construction and Time of Completion

- 3.1 The Material will be delivered to the Department of Public Works site at 211 Spring Street, Naugatuck, CT.
- 3.2.1 Delivery must begin within 2 days after the order is placed and must be continuous until the tonnage ordered has been supplied. The bid amount may or may not be ordered all at once. Failure of the Contractor to achieve satisfactory progress shall be grounds for cancellation of the contract.
- 3.3 All deliveries trucks must accompanied by a certified weigh ticket.
- 3.4 Payment will be based upon the net weight recorded (heavy or incoming truck weight minus the light or outgoing truck weight)
- 3.5 Deliveries which are not weighed will be rejected without prejudice and will not be paid for by the Borough of Naugatuck.

4. Sampling, Inspection and Testing:

- 4.1 The Borough of Naugatuck reserves the right to take samples of the materials that are used or to be furnished under this contact.
- 4.2 It is the intent of these specifications to secure work which will meet the requirements of the State of Connecticut Department of Transportation Specifications as further described herein, and shall be the basis for properties of materials, methods of construction, methods of measurement and criteria for payment, except as specifically modified or amended by the specifications.
- 4.3 The source of supply of each of the materials specified shall be approved by the Borough of Naugatuck before delivery is started. Only material conforming to the requirements of these specifications and approved by the Director of Public Works shall be used in the work. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the contractor shall furnish approved materials from other sources. Material that, after approval of the source, has in any way become unfit for use will not be accepted by the Borough of Naugatuck. All materials being used are subject to inspection, test or rejection any time during the preparation and use.
- 4.4 The Public Works Department reserves the right to re-test any materials which have been tested and accepted at the source of the supply, after the same have been delivered, and to reject any materials, which when delivered, do not meet the requirements.

5. Drug and Alcohol Testing Requirements:

- 5.1 The Contactor shall comply with all State and Federal laws, statues, rules and regulation relating to the work, including the U.S. Department of Transportation drug and alcohol testing requirements.
- 5.2 Contractor shall submit evidence and proof of subscription to a drug and alcohol testing service with its bid to the Borough of Naugatuck. Bids submitted without such proof shall be rejected without prejudice.
- 5.3 The Contractor shall be required to continue drug and alcohol testing throughout the duration of this Contract.
- 5.4 The Contractor agrees to hold harmless and indemnify the Borough of Naugatuck for all violations of the Connecticut General Statutes Section 14-261b.
- 5.5 The Contractor in entering a Contract with the Borough of Naugatuck, warrants that the Contractor is in compliance with Connecticut General Statutes Section 14-261b and will remain in compliance throughout the duration of this Contract.
- 5.6 The Contractor shall bear sole responsibility or mandating, verifying, and confirming, that all subcontractors employed by the Contractor, are in compliance with Connecticut General Statutes Section 14-261b.
- 5.7 Regardless of definitions or interpretations of Connecticut General Statutes Section 14-261b, any subcontractor employed by the Contractor shall not be deemed a driver or employee for or of the Borough of Naugatuck.
- 5.8 Regardless of definitions or interpretations of Connecticut General Statutes Section 14-261b, the Contractor shall not be deemed a driver or employee for or of the Borough of Naugatuck.

6. Qualification of Bidders

A Bidder shall be a contractor who is experienced in the construction of the projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

7. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

8. 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.

9. 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.

10. 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 Mayor. Upon such notice, the Proposal will be handed to him unopened.

11. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and

Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

12. 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 \$750,000 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 \$1,500,000 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 \$750,000 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 \$1,500,000 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.

13. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right of way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements, within the Boroughs' right of way.

14. 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 Owner will furnish the successful Bidder a sales tax exemption number.

15. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

16. 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 Owner.

17. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

18. Right to Reject

The Owner 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 Owner

SECTION B

PROPOSAL

Borough of Naugatuck

Contract No. 11-19; Winter Salt-For Snow & Ice Control

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 Owner 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 Owner; 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 undersigned agrees that he shall execute the Contract within the ten (10) days after the date of award, and shall commence work within the ten (10) days after date of the Notice to Proceed and shall progress therewith to its entire completion within the time stipulated in the Contract.

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.

Seal
(if bid is by a Corporation)

Firm or Corporation _____

By: _____
(Duly Authorized)

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Date _____

PROPOSAL FORMS

Contract No. 11-19; Winter Salt-For Snow & Ice Control

The undersigned hereby agrees to furnish the Borough of Naugatuck with **Contract No. 11-19; Winter Salt-For Snow & Ice Control**, meeting the specifications and conditions of the Borough of Naugatuck, as stated in the bid documents.

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the Borough is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Bid Item quantities for unit price bid items are not guaranteed. Final payment will be based on actual delivered quantities. Items not specifically identified for payment in the Bid Form shall be assumed to be included in the work effort of other bid items and shall not be paid or requested for payment separately.

This bid was determined on the basis of the following unit prices:

1. Price per TON of *Rock Salt Delivered to Naugatuck* \$ _____/ton
1. Price per TON of Ice B' gone *Rock Salt Delivered to Naugatuck* \$ _____/ton
2. Location of and address of primary Stockpile; _____

3. Travel Time from stockpile to Naugatuck; _____ Min.

Contractor shall submit evidence and proof of subscription to a drug and alcohol testing service with its bid to the Borough of Naugatuck. Bids submitted without such proof shall be rejected without prejudice.

Bid price shall remain constant for 8 months following the bid opening

SECTION C

REFERENCES

The Bidder is required to fill out the following form to enable the Owner 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) projects of similar nature to the project described herein that the Bidder has completed, with name, address, and telephone number of a reference for each project. Include approximate construction cost:

3. List projects presently under construction by the Bidder, dollar amount of the contract, and percent completed:

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

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

6. List equipment Bidder owns that is available for this project:

7. List equipment the Bidder plans to rent or purchase for this project:

Bidder _____

SECTION D

Technical Specifications

Snow and Ice Control Salt

Quantity:

Bids shall be based on the delivery of approximately One thousand (1,000) tons of material to the Department of Public Works Site at 211 Spring Street, Naugatuck Ct. This quantity is approximate only and the Borough reserves the right to increase or decrease the quantity with no change in the unit price.

Quality:

The salt shall meet all Connecticut Department of Transportation, specifications for road deicing salt. The State of Connecticut, Department of Transportation, Form 814, 1988 shall apply. References made in these specifications will be to the referenced Form 814.

If the contractor's supply is depleted the Borough will purchase from the next acceptable bidder.