CONTRACT DOCUMENTS

Contract No.13-09A

General Construction Equipment, Labor & Material Rates and Turf Maintenance Products

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

June 2013

BOROUGH OF NAUGATUCK

Bid Documents

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 **Thursday, June 27, 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 # 13-09A
GENERAL CONSTRUCTION EQUIPMENT,
LABOR AND MATERIAL RATES and, TURF MAINTANANCE PRODUCTS

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 and *jstewart@naugatuck-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.

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.

Bid Documents

Borough of Naugatuck

Contract # 13-09A

GENERAL CONSTRUCTION EQUIPMENT, LABOR AND MATERIAL RATES, TURF MAINTANANCE PRODUCTS

1. Instructions to Bidders:

The attached bid form should be completed and enclosed in envelopes (outer and inner) both of which shall be sealed. The following should be printed on each envelope: "BID TITLE".

Bids should be mailed or delivered to:

Purchasing Office, Town Hall
Borough of Naugatuck
229 Church Street
Naugatuck, CT 06770

The following information shall be submitted with each bid.

1. A list of references and similar projects completed with in the last 5 years.
2. List of materials and specifications for material and products supplied and installed.

2. GENERAL:

2.1 The Vendor offers and agrees to assign to the public purchasing body all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property, or intangibles of any kind pursuant to a public purchasing contract of subcontracting. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contracts without further acknowledgment by the parties.

2.2 Any item not supplied in accordance with these specifications or of inferior quality must be corrected in a satisfactory manner at the Vendor's expense.

2.3 If the Vendor wishes to claim that any instructions given him in connection with a specific order for items purchased hereunder requires cost above and beyond what the specifications and instructions contained herein provide, he shall, within five (5) days after receipt of such instructions, and in any event before proceeding to make delivery, submit his protest thereto in writing to the Borough Engineer of the Borough of Naugatuck stating clearly and in detail, the basis of his objection. No such claim shall be considered valid unless so made.

2.4 The Borough of Naugatuck reserves the right to require a bidder to furnish satisfactory evidence of his ability to furnish the materials and work upon which his bid is based.

2.5 The Vendor shall not sublet, sell, transfer, assign or otherwise dispose of the work, or any portion thereof, or of his right, title or interest therein, to any person written approval of the Town.

2.6 Questions should be directed to:

James R. Stewart, P.E. & L.S.
Director of Public Works
246 Rubber Ave.
Naugatuck, CT 06770
(203) 720-7071

3. Special Bid Terms and Provisions:

3.1 The person, persons, or corporation selected to undertake the execution of the work under these specifications is herein designated as the "Vendor".

3.2 Should the specifications appear contradictory in any particulars, or should there be apparent errors, the Vendor shall refer the matter to the Director of Public Works for explanation or correction and shall abide by his decision.

3.3 All material is to be of high quality. Should the Vendor introduce any material different from the sort of quality herein described or reasonably implied in the specifications, it shall be immediately removed if so ordered at anytime during the progress of the work.

3.4 The Vendor will be held responsible for his work and is to protect it from injury by rain, snow, frost or any other cause. When finished, deliver it up in a perfect and undamaged state without exception.

3.5 If the Vendor claims that any instructions given him involve extra cost or extension of time, he shall, within five (5) days after receipt of such instructions, and in any event before proceeding to execute the work, submit his protest in writing to the Borough of Naugatuck stating clearly and in detail the basis of his objection. No such claim shall be valid unless so made.

3.6 The Borough of Naugatuck is exempt from the payment of taxes imposed by the Federal Government and the State of CT. Such taxes should not be included in the bid.

3.7 In the signing of the attached proposal, the Bidder certifies that same is submitted on his own behalf, that he is the only person or persons interested in this proposal as principals and that it is made without collusion with any person, firm or corporation, and that he is not acting as any agent for any other corporation, and that he is not acting as any agent for any other bidder who is also submitting a bid against this invitation.

3.8 In the signing of the attached proposal, the bidder certifies that he has familiarized himself with the nature and extent of the Contract Documents, work, site locality, and all local conditions, laws and regulations and permits that in any manner may affect cost, progress, performance or furnishing of the Work.

3.9 The Vendor shall agree to comply with the requirements of State of Connecticut Executive Order No. 3 promulgated to promote equal employment opportunity and non-discrimination throughout the labor force in Connecticut.

3.10 The Vendor shall give all notices and comply with all laws and regulations applicable to furnishing and performing the work. Except where otherwise expressly required by law or regulation, the Borough of Naugatuck shall not be responsible for monitoring Vendor's compliance with laws and regulations.

3.11 If the Vendor observes that the specifications or drawings violate any laws or regulations, The Vendor shall give the Borough written notice thereof so that any necessary changes may be evaluated by the Borough.

3.12 The Borough shall use the attached time and materials rates and prices for emergency and routine construction as well as general small quantity material purchasing.

4. Basis of Bid Award:

The Borough of Naugatuck reserves the right to reject any and all bids, in whole or in part including the low bid, to make partial awards, to waive any irregularity in any quotation, to increase or decrease quantities, if quantities are listed on the bid, and may reject any bid that shows any omission alterations of form, additions not called for, conditions, or alternate proposals, and may make any such award as is deemed to be in the best interest of the Borough of Naugatuck The Borough shall award bids on a case by case basis, depending on cost, availability, location, quality, productivity, etc. strictly determined by the Borough.

5. Basis of Payment:

5.1 Monthly payments may be requested by the Vendor. The basis for computing the amount of any partial payment shall be the bid items and an estimated percent completion to be determined by the Borough Engineer with input from the Vendor

Change of contract price- Regardless of the method used to determine the value of any change in the contract price, the Vendor will be required to submit evidence satisfactory to the owner, substantiating each and every item that constitutes his proposed value of the change.

6. Sampling, Inspection and Testing:

6.1 The Borough of Naugatuck reserves the right to take samples of the materials that are used or to be furnished under this contact.

6.2 It is the intent of these specifications to secure products which will meet the requirements of the State of Connecticut Department of Transportation Specifications Form 814A, 1995, which 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.

6.3 The source of supply of each of the materials specified shall be approved by the Borough of Naugatuck Department of Public Works before the delivery is started. Only material conforming to the requirements of these specifications and approved by the Borough Engineer 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 Vendor shall furnish approved materials from other sources. Material which after approval 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.

6.4 The Borough Department of Public Works 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 of the specifications.

7. Technical Specifications:

The attached technical specifications shall be supplemented by the State of Connecticut, Department of Transportation, Form 814A, 1995 as if said specifications were incorporated herein. References made in these specifications will be to the above Form 814A.

8. NON-EXCLUSIVITY:

The Borough of Naugatuck shall not be prevented by this bid or any contract expressed or implied by it or purchases made pursuant to it from purchasing the items referred to herein from another Vendor or vendor. This bid shall not establish an exclusive contract for the Vendor selected hereby.

Borough of Naugatuck

Contractor services "Labor and Equipment"

Equipment Type	Make	Model	Capacity YD/Ton	Description	Hourly Rate w/operator	Hourly Rate wo/operator	Mob/Demob
Pick-up					$	$	
Tool Truck					$	$	
Dump Tuck low-boy					$	$	
Dump Truck					$	$	
Dump Truck					$	$	
Wheel Loader					$	$	$
Wheel Loader					$	$	$
Skid- Loader					$	$	$
Track Excavator					$	$	$
Track Excavator					$	$	$
Dozer					$	$	$
Dozer					$	$	$

Borough of Naugatuck

Contractor services "Labor and Equipment" - continued

Equipment Type	Make	Model	Capacity YD/Ton	Description	Hourly Rate w/operator	Hourly Rate wo/operator	Mob/Demob
Grader					$	$	$
Grader					$	$	$
					$	$	$
Backhoe					$	$	$
Material Screen-All					$	$	$
Asphalt Roller					$	$	$
Asphalt Roller					$	$	$
					$	$	$
Compactor					$	$	$
Compactor					$	$	$
Compactor					$	$	$
					$	$	$

Borough of Naugatuck

Contractor services "Labor and Equipment" - continued

Equipment Type	Make	Model	Capacity YD/Ton	Description	Hourly Rate w/operator	Hourly Rate wo/operator	Mob/Demob
Compressor						$	
Jackhammer						$	
Drill						$	
Concrete saw						$	
						$	
Labor Rates					**Hourly Rate**		
Truck Driver					$		
Equipment operator					$		
Forman					$		
Laborer					$		
Mason					$		

Company Name _____

Borough of Naugatuck

Rental Equipment

Discount on Retail Rental Rate _____ %

Enter equipment available or attach equipment descriptions and retail rental rates.

Equipment Type	Make	Model	Capacity YD/Ton	Description	Daily Rate	Weekly Rate	Delivery & Removal
Track Excavator					$	$	
Dump Truck					$	$	
Dump Truck					$	$	
Wheel Loader					$	$	
Skid- Loader					$	$	
Additional Equipment:					$	$	$
					$	$	$
					$	$	$
					$	$	$

Rental Equipment - continued

Equipment Type	Make	Model	Capacity YD/Ton	Description	Daily Rate	Weekly Rate	Delivery & Removal
Track Excavator					$	$	$
Track Excavator					$	$	$
Dozer					$	$	$
Dozer					$	$	$
Grader					$	$	$
Backhoe					$	$	$
Material Screen-All					$	$	$
Asphalt Roller					$	$	$
Asphalt Roller					$	$	$
Compactor					$	$	$
Compactor					$	$	$
					$	$	$

Company Name _____

Borough of Naugatuck

Materials Bid

Material	Description	Quantity	Price/ pick up	Price Delivered	Delivery Charge
Cedar Mulch			$	$	$
Mulch			$	$	$
Playground Wood Fiber			$	$	$
Mason sand			$		
Portland Cement			$		
Mason Mix					
Big Concrete Block Waste			$		
3/4" Processed Aggregate			$	$	$
1 1/4" Processed Aggregate			$	$	$
Recycled Processed Aggregate					
1/2" Stone			$		
3/4" Stone			$		
1 1/4" Stone			$		
2" Stone			$		

Modified Rip-Rap			$	$	$
Decretive Retaining wall Bock			$	$	$
Concrete 3500 lb.				$	$

Borough of Naugatuck

Materials Bid-continued

Material	Description	Quantity	Price/ pick up	Price Delivered	Delivery Charge
Asphalt - cold patch			$		
UPM Patch					
Bit Asphalt Class I			$		
Bit Asphalt Class 2			$		
Topsoil screened	Sieve		$	$	$
Topsoil screened	Sieve		$	$	
Field Clay			$	$	$
Stone Dust			$	$	$
SDR-35 Sewer Pipe 8"			$	$	$
4" Perforated Drainage pipe					
HDPE Drainage pipe 10"			$	$	$
HDPE Drainage pipe 12"			$	$	$
HDPE Drainage pipe 15"			$	$	$
HDPE Drainage pipe 18"			$	$	$

HDPE Drainage pipe 24"			$	$	$

Borough of Naugatuck Materials Bid- continued

Material	Description	Quantity	Price/ pick up	Price Installed	Delivery Charge
PT Wood Guide rail	8"x8" post@10' / 4"X8"X10" rail		$	$	$
Extruded Conc. Curb. Installed			$	$	$
4' Chain Link Fencing Installed			$	$	$
6' Chain Link Fencing Installed			$	$	$
8' Chain Link Fencing Installed			$	$	$
Precast Concrete Curb			$	$	$
Used Steel Guide Rail Installed			$	$	$
24" C.I. MH Riser 1 1/2"			$	$	$
24" C.I. MH Riser 2"			$	$	$

Borough of Naugatuck			
Turf Care Products			
Provide a Statement Describing any additional delivery charges and how they are determined			
Discount on other products based on the retail price.		**%**	
Sand:	**Price per Ton**	**Price per Cubic Yard**	
#40 Top Dressing Sand Truck Load delivered -Must meet USGA particle size recommend.			
Rhode Island Bunker Sand - Particle size range .25-1.00mm about 80% all below 2mm.Truck Load Delivered			
Grass Seed:	**Bag Weight**	**Bag Price**	
50/50 or Close RyeBlue Mix Tolerates 1/2 mowing Grey Leaf Spot Resistance			
50/50 Rye Blue Mix Athletic Mix			
A-4 Bent Grass Seed			
Contractors Grade			
Other Grass Seed Products			

Fertilizer:			
Fairway	**Bag Weight**	**Bag Price**	
30-3-7 98% Polyon .08 Dim. Reg			
30-3-7 98% Polyon			
20-8-5 Dr Simular Fwy. Fertilizer			
	Container Size/Weight	**Price**	**Bulk Pricing**
Pro Sol 28-8-18 Water Soluble			
Pro Sol 10-10-10 Water Soluble			
Iron Micros 12-0-0 Liquid			
Potassium Phosphate Liquid			
Greens Grade Organic			
Greens Grade 18-0-18 18% Urea			
Greens Grade 21-4-17 85% Ammonia Nitrate,			
20.15% Urea, 15.2% Slowly Available Nitrogen			
Greens Grade 10-2-10 Organic			
Greens Grade 17-3-19 40% Natural, 37% Ammonium Sulfate			
Company Name: **Other Fertilizer Products (List Below)**			

	Container Size/Weight	Price	Bulk Price
Herbicides:			
Lontrel			
Q 4			
Quick Silver			
Speed Zone			
Other Herbicide Products (List Below)			
Fungicides:			
Chipco GT			
Banner Max.			
Dacanil Ultrex			
Bayleton			
Headway			

	Container Size/Weight		
Chipco Signature			
Dithane			
Heritage			
Banol			
Clearys 3336 Plus			
Subdue Maxx			
Endorse			
Sync Fungicide Activator			
Medillion			
Chipco Triton			
Fungicides:			
Instrada			
Curlan			
Concert			
Tartan			
Insecticides:			
Acelepryn			
Arena 50wg			
Dylox 420 sl			
Meridian 25 wg			
Merit 75 wsp			
Provant			

	Container Size/Weight	Price	Bulk Price
Scimitar			
Misc.:			
Cascade Plus Precision			
Redox RX Supreme			
Earthworks Cal Vantage			
Redox Oxycom HT			
Redox Oxycom HT			
Redox Mainstay Magnesium			
Exchange Flow Gypsom			
Silical SS Greens Grade			
Redox Mainstay Calcium			
Precision Tank Defoamer			
Misc.:			
Tank Cleaner			
New Balance Tank Buffer			
Duplex			
Other Products			

Growth Regulators:	Container Size/Weight	Price	Bulk Price	
Legacy				
Cutless				
Trim it				
Primomaxx				
Proxy				
Embark				
Services:				
Deep Tine Aerification 8-10 inches/no-clean-up				

Contract # 13-09A

GENERAL CONSTRUCTION EQUIPMENT, LABOR AND MATERIAL RATES and TURF MAINTANANCE PRODUCTS

Borough of Naugatuck
Bid Form

The undersigned hereby agrees to furnish the Borough of Naugatuck GENERAL CONSTRUCTION EQUIPMENT, LABOR AND MATERIAL RATES and TURF MAINTANANCE PRODUCTS 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 town 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 purchased quantities.

Bidders are not required to bid on all items and may enter additional equipment, products, or materials that are available in the space provided. Additional bid sheets maybe added as required

The Borough will not purchase items bid at above market rate.

All Items bid must meet Borough and State specifications.

_____
Company Name

_____
Address

_____ _____
Phone Number **Fax Number**

By: _____ _____
Signature **Date**

_____
Printed Name and Title

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____ _____/_____/_____
Signature Date

_____
Printed Name of Person Signing Proposal

_____
Name of Business