

Concrete Pipe and Precast Products

NAUGATUCK, CONNECTICUT

Contract No.13-23

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

June 2013



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 Thursday June 27, 2013 **at 11:00 A.M.** for supplying the Borough of Naugatuck with the following products and services:

Contract No. 13-23; Reinforced Concrete Pipe and Precast Concrete Products

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> 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

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 Reinforced Concrete Pipe and Precast products.

2. Scope of Services

The intent is to solicit a vendor to supply concrete pipe and precast concrete products to the Borough of Naugatuck, CT for the Period of July 1, 2013 to June 30, 2014.

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.

10. 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.

11. 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. A Building permit will be required for this project, Building permit fees will be waived.

12. 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. 13-23; Reinforced Concrete Pipe and Precast Concrete Products

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 bid requirements, 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. 13-23; Reinforced Concrete Pipe and Precast Concrete Products

Bid Price

Bidders shall submit a standard price list for products offered for sale;

In addition the bidders shall provide the following prices

1. Sloped ends 24"x38" Elliptical Reinforced Pipe Class IV
2 Pieces Unit Price \$_____ Total Price \$_____
2. 24"x 38" Elliptical Reinforced Concrete pipe Mortar
12 Pieces 96' Unit Price LF \$_____ Total Price \$_____
3. Delivery Charge per Load to Naugatuck CT. \$_____

Specifications:

All materials supplied shall meet the requirements of the State of Connecticut Department of Transportation, THE STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION FORM 816, 2004 MERGED WITH SUPPLEMENTAL SPECIFICATIONS JANUARY 2010

Reinforced Concrete Pipe: Unless otherwise specified, this pipe shall conform to the requirements of AASHTO M 170, Class IV, as supplemented and modified by the following:

- (a) **Reinforcement:** In circular pipe, only circular reinforcement will be allowed.
- (b) **Laps and Welds:** The reinforcement shall be lapped not less than 2 inches (51 millimeters) and welded with an electric welding machine.
- (c) **Quality Assurance Testing:** Circular and elliptical reinforced concrete pipe shall be tested by the three-edge bearing method prescribed in AASHTO T 280, except as follows:
 - 1) Modified or special design pipe shall be tested to the 0.01-inch (0.3-millimeter) load and the ultimate load requirements as per AASHTO M 170 and M 207.
 - 2) At the discretion of the Engineer, pipe of standard design, as specified in AASHTO M 170 and M 207, may be tested to the 0.01-inch (0.3-millimeter) requirement plus 10% additional load in lieu of ultimate load testing. Test pipe attaining a 0.01-inch (0.3-millimeter) crack will not be acceptable for use on ConnDOT projects.
 - 3) Cores for absorption and determination of steel reinforcement shall be taken on a random basis as determined by the Engineer. The cores shall be at least 6 inches (150 millimeters) in diameter.

(d) Inspection: The pipe plant, materials, processes of manufacture and the finished pipe shall be subject to inspection and approval by the Department. The pipe manufacturer's records related to component materials, production and shipment of pipe for Department use shall be made available to the Department on request. The equipment and labor necessary for inspection, sampling and testing as required by the Department shall be furnished by the pipe manufacturer. Test equipment shall be calibrated at least once each 12 months, or as directed by the Engineer. The plant cement and aggregate scales shall be inspected and sealed by the approved agency at least once every twelve months.

(e) Preliminary Tests and Tests for Extended Deliveries: As directed by the Engineer, the Department shall select for test from the stock of any manufacturer proposing to supply pipe to the Department, 2 of each size pipe up through 30-inch (750-millimeter) diameter and 1 of each size greater than 30-inch (750-millimeter) diameter. These sample pipes shall be tested under Department supervision by the three-edge bearing method. Absorption tests shall be made on each size, wall thickness, and class of pipe meeting the three-edge bearing load requirements. Frequency for extended deliveries shall be one three-edge bearing test for each 500 pipes shipped to Department projects.

For pipe that fails, it shall be necessary for the manufacturer to either physically isolate the rejected pipe at his plant or to provide some means to clearly indicate the unacceptability of the pipe. Either method shall be performed to the satisfaction of the Engineer. When production is resumed on any size, wall thickness or class previously rejected, preliminary tests shall be required. Moreover, the frequency of tests for extended deliveries shall be one three-edge bearing test for each 200 pipes shipped to Department projects.

If 95% of all pipe tested at a particular plant from the first of the calendar year to September 30 meet specifications, including both preliminary and extended tests, it will not be necessary to perform the Fall three-edge bearing tests at this plant.

Use of compression tests on representative cylinders or cores to determine the compressive strength of the concrete incorporated into the pipe products will be at the discretion of the Engineer.

(f) Shipping: Pipe shall not be shipped until it is at least 7 days old unless earlier shipment is authorized by the Engineer on the basis of tests.

(g) Certification: Pipe will be accepted by the Department on the basis of manufacturer's certification. The manufacturer shall certify each shipment of pipe on Department Form MAT-073(PC-1), "Certification of Precast Concrete Products." Two (2) copies of this certification shall be furnished with the shipment to the Engineer at the project site.

7. Plain and Perforated Concrete Drain Pipe: The materials entering into the construction of this pipe shall be the same as described hereinbefore under Reinforced Concrete Pipe, except that the pipe shall not be reinforced.

Workmanship, variations in dimensions, marking, curing, shipping, test specimens, and inspection shall be the same as that specified for reinforced concrete pipe described above.

(a) Wall Thickness: The wall thickness of concrete drain pipe shall not be less than 3/4 inch (19 millimeters).

(b) Perforations: The perforations shall be 1/4 inch (6.5 millimeters) clear opening. The number and location of longitudinal rows of perforations shall be as shown on the plans. Unless otherwise specified, the pipe shall be 6 inches (152 millimeters) minimum inside diameter.

(c) Absorption Tests: Absorption testing shall be performed in accordance with the requirements of AASHTO T 280 and M 170.

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:

Bidder