

TOWN OF GLASTONBURY
INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2019-33	Process Gravel Crushing Operation	03-26-19 @ 11:00 a.m.

The Town of Glastonbury is seeking bids for Process Gravel Crushing Operation at the Highway Facility, 2380 New London Turnpike. Bids will be received only at the Office of the Purchasing Agent, Town Hall (second level), 2155 Main Street, Glastonbury, CT 06033, Attention: Mary F. Visone, Purchasing Agent, no later than the time and date indicated above (local time), at which time they will be publicly opened and read aloud. No late bids will be accepted.

Bid Forms may be obtained from the Town's website at www.glastonbury-ct.gov.

An optional pre-bid meeting to view debris piles at the Highway facility will be held on March 19, 2019 at 10:30 a.m. at 2380 New London Turnpike, Glastonbury, CT 06033. Bidders are encouraged to attend.

The Town reserves the right to waive informalities or reject any part of or the entire bid when said action is deemed to be in the best interest of the Town.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

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1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut, 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The basis of award will be based on the lump sum bid of the lowest qualified, responsible and responsive bidder.
4. An optional pre-bid meeting to view debris piles at the Highway facility will be held on **March 19, 2019 at 10:30 a.m.** at 2380 New London Turnpike, Glastonbury, CT 06033. Interested bidders are encouraged to attend; if unable to attend please contact Charles Mahan, Physical Service Operations Manager, at (860) 652-7754, email charles.mahan@glastonbury-ct.gov to schedule another time to meet.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. The envelope enclosing your bid should be clearly marked by bid number and title, due date and time of opening, Bidder's company name and address.
7. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
8. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
9. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury. Bidders responsible to review and determine debris pile quantities.
10. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and the date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
11. **THIS ITEM WAIVED** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
12. **THIS ITEM WAIVED** A 100% Performance Bond and 100% Payment bond are required of the successful bidder. These bonds shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
13. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully

fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.

14. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
15. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
16. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 8, 2013. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & Proposals Icon**, which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
17. Any bidder, in order to be considered, shall be engaged primarily in the business of material processing with a minimum of five (5) years experience in a related trade.
18. Non Resident Contractors (IF APPLICABLE):
Upon award the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more. The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 - Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).
19. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
20. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or Local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

21. For technical questions regarding this Bid, please contact Charles Mahan, email charles.mahan@glastonbury-ct.gov . For administrative questions regarding this Bid, please contact Mary F. Visone, Purchasing Agent at (860) 652-7588, email purchasing@glastonbury-ct.gov. The request must be received at least five (5) business days prior to the advertised response deadline. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & Proposals Icon; click the Bid Title to view all bid details and document links). It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.

IMPORTANT:

- **Failure to comply with general rules may result in disqualification of the Bidder.**
- **Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.**

GENERAL CONSTRUCTION SPECIFICATIONS

01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

- 01.01 Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the Physical Services Operation Manager of the Town of Glastonbury acting personally or through any assistants duly authorized.
- 01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same.
- 01.03 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

- 02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

03.00 PRECONSTRUCTION MEETING

- 03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

04.00 PERMITS

- 04.01 All permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

05.00 PROPERTY ACCESS

- 05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
- 05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.
- 05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

- 06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.
- 06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.
- 06.03 The Contractor shall make good any damage, injury, or loss of work and to the property of the Town resulting from lack of reasonable protective precautions.

07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements designated to remain. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property.

08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

09.00 INSPECTION OF WORK

09.01 The Town shall provide sufficient personnel for the inspection of the work.

09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

09.04 Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10.00 RIGHT TO INCREASE OR DECREASE WORK

10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

12.01 Any unfaithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

- 13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.
- 13.02 If, within five (5) days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

- 14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.
- 14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.
- 14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

DETAILED SPECIFICATIONS

01.00 GENERAL

01.01 The Town requests bids to supply all equipment and qualified staff necessary to perform Process Gravel Crushing of Town-owned material at the Glastonbury Highway facility, 2380 New London Turnpike, Glastonbury, CT 06033. The intent of the Contract is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal and Contract. The Contractor shall perform all work in close conformity with the plans or as modified by written orders, including the furnishing of all materials, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project. The work shall be completed by **June 30, 2019**.

02.00 EQUIPMENT

02.01 All equipment shall, in the judgment of the Town Engineer (or designee), be in good working condition and suitable for the work. The contractor's equipment shall have the capability of excavating, crushing and stockpiling material. All guidelines affecting equipment and operational safety shall be adhered to. These include but are not limited to OSHA, DMV, DEEP, EPA, DOT, manufacturer's instructions as per operator's manuals, and requirements and industry BMP's (Best Management Practices). Attention shall be given to laws, regulations ordinances and safety concerns in all aspects of the construction industry and include, but not limited to: guarding and shielding of equipment, safety labels, PPE, stability and overturn protection, operator zones and controls.

02.02 The crusher shall be capable of producing two (2) inch minus material of similar quality to current product on site. The contractor shall be responsible for all equipment repairs and fuel for the crushing operation.

02.03 Contractor will be responsible to purchase all permits needed to transport equipment to the job site.

03.00 GRADATION

03.01 The contractor shall be responsible for crushing material to a maximum size of two (2) inches. The contractor may be required to obtain materials from different portions of the site, as directed by the Town Engineer or designee, to crush to a desired gradation if the product is deemed unacceptable material will be reprocessed at contractor's expense.

03.01.1 The contractor shall make an effort to maintain a uniform gradation. However, the contractor will not be responsible for meeting any specifications for gradation other than stated above.

03.03 The contractor is responsible for removal and disposal of rebar and steel or contamination from finished product.

04.00 HOURS OF OPERATION

04.01 The hours of excavation operation are from 7:00 a.m. to 4:00 p.m., Monday through Friday, except Holidays unless other arrangements are made and approved by the Engineer. There shall be no work, equipment maintenance or any other activity associated with the crushing operation other than within the above-specified hours of operation. The Contractor shall have no claim against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

05.00 SITE ACCESS

05.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. The

Town shall not be responsible for the contractor's equipment. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at no cost to the Town.

INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage. The Bidder shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town of Glastonbury and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.



TOWN OF GLASTONBURY * 2155 MAIN STREET * GLASTONBURY * CT

BID / PROPOSAL NO: GL-2019-33 DATE DUE: 03-26-19

DATE ADVERTISED: 03-11-19 TIME DUE: 11:00 AM

NAME OF PROJECT: Process Gravel Crushing Operation

In compliance with this Invitation to Bid, the Bidder hereby proposes to provide goods and/or services as per this solicitation in strict accordance with the Bid Documents, within the time set forth therein, and at the prices submitted with their bid response.

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also **THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.**

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA AS REQUIRED:

Addendum #1 _____ (Initial/Date) Addendum #2 _____ (Initial/Date) Addendum #3 _____ (Initial/Date)

LUMP SUM BID:

To complete crushing at Highway Facility include mobilization for site.

\$ _____
Total Numeric Amount

Total Written Amount

NON-COLLUSION AFFIDAVIT:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes_ No_____*

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal - If bid is by a Corporation)
Attest