

Town of Madison, Connecticut



Bid Documents

For:

Catch Basin Cleaning Program

Board of Selectmen

First Selectman: Tom Banisch

Alfred J. Goldberg

Jean Ferris

Scott M. Murphy

Bruce H. Wilson

May 1, 2019

Town of Madison
Department of Public Works
8 Campus Drive
Madison, Connecticut 06443

Table of Contents

Section 1: Instructions to Bidders	1-4
Section 2: Specifications	5-6
Section 3: Bid Forms	7-14
Section 4: Agreement	15-17

Section 1: Instructions to Bidders

OBJECTIVE

The objective of this bid is to solicit a Contractor to perform catch basin cleaning at locations directed by the Town Engineer or the Assistant Town Engineer.

QUESTIONS OR CLARIFICATIONS OF BID DOCUMENTS

All questions or clarifications regarding these Bid Documents shall be submitted on or before May 15, 2019 by 4:30 P.M. to the Assistant Town Engineer, Robert P. Russo, P.E., russor@madisonct.org.

PREPARATION OF BID

The Bid Form is included with the Bid Documents. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and State of incorporation shall be shown.

A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The State of formation of the firm and the official address of the firm shall be shown.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

All names shall be printed in ink below the signatures.

Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

The Bid shall contain evidence of the Bidders authority and qualification to do business in the State of Connecticut, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Work and attach such covenant to the Bid. Bidders State license number, if any, shall also be shown on the Bid Form.

COSTS FOR PREPARING BID

Each Bidders cost incurred in developing its bid are its sole responsibility, and the Town shall have no liability for such costs.

BID SUBMISSION

All bids are due on or before **May 22, 2019 by 4:30 P.M.**

Bids submitted late or via oral, telephone, email or facsimile will not be considered or accepted.

Bids must be clearly marked "Catch Basin Cleaning Program" and addressed to:

Town of Madison
Office of the First Selectman
8 Campus Drive
Madison, CT 06443

The Town will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Each Bidder is responsible for submission of their bid. Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when and if the Town determines that circumstance warrants it.

BID TERMS AND REQUIREMENTS

The Town of Madison reserves the right to waive any informalities, irregularities or defects in Bids, to reject any or all Bids, and to accept a Bid that in its sole discretion is in the best interest of the Town.

Bids must be signed in ink by an official authorized to bind the Bidder to its provisions for at least a period of one hundred eighty (180) days from the due date of this bid. All bids become the property of the Town of Madison once reviewed, whether awarded or rejected.

MODIFICATION AND WITHDRAWAL OF BID

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

If a Bidder wishes to modify its Bid prior to Bid opening, the Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.

If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner

that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

SALES AND USE TAXES

The Town of Madison is exempt from payment of sales and compensating use taxes of the State of Connecticut and of Federal excise taxes on all materials to be permanently incorporated into the Work. These taxes shall not be included in the Bid.

The Town will furnish the required certificates of tax exemption to the Contractor for use in the purchase of supplies and materials to be incorporated in the Work.

The Town's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by the Bidder or to supplies or materials not incorporated in the Work. The Bidder shall be responsible for and shall pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment or other property, or such supplies and materials not incorporated in the Work.

The Bidder shall pay all other sales, consumer, use and other similar taxes required to be paid by him in accordance with any law from which the Town is not exempt.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Bid Documents provide that the Bidder shall comply with Connecticut General Statutes Sections 4a-60 and 4a-60a and Regulations of Connecticut State Agencies Section 46a-68j-21 through 43 regarding not discriminating against any employee or applicant for employment because of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability. The successful Bidder shall comply with all applicable Federal and State laws regarding non-discrimination.

SAFETY PROVISIONS

The Catch Basin Cleaning Program is subject to all of the Safety and Health Regulations (See 29 CFR 1926 and all subsequent agreements) as promulgated by the U.S. Department of Labor. Bidders are urged to make themselves familiar with the requirements of these regulations.

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commission and the provisions of the Federal "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

The Bidder shall employ such safety precautions as are required to prevent the happening of any accident to health, limb or property.

INSURANCE

The Bidder performing the catch basin cleaning authorized under these Bid Documents shall procure and maintain insurance of the types and in the minimum amounts as set forth herein.

General Liability

General Aggregate: \$2,000,000

Products and Completed Operations: \$2,000,000 each occurrence

Personal & Advertising Injury: \$1,000,000 each occurrence

Bodily Injury and Property Damage: \$1,000,000 each occurrence

Automobile Liability

Bodily Injury and Property Damage per accident: \$1,000,000

Workers' Compensation

Statutory Coverage Limit

Employer's Liability

\$1,000,000 per accident for bodily injury or disease

Excess Liability

\$1,000,000 each occurrence

Note: All Sub-Contractors shall have the same minimum coverage or be covered under the General Contractor's insurance policy.

All insurance shall be carried with insurers authorized to do business in the State of Connecticut and evidence of insurance, with adequate limits of liability, shall be furnished to the Town of Madison. Such evidence shall be in the form of a formal Certificate of Insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Town of Madison of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate. The interests of the Town of Madison must be added to the aforementioned liability policies of insurance as an additional insured. The Contractor's Certificate of Insurance shall be provided to the Town prior to commencing work.

Section 2: Specifications

GENERAL INFORMATION

The Catch Basin Cleaning Program contract will begin upon execution of the Agreement and end on June 30, 2020. The contract may be extended in one year increments at the same contract unit price, ending on June 30 of succeeding years, with mutual consent of the Contractor and the Town. Work shall be performed on an annual or biannual basis.

The Catch Basin Cleaning work shall consist of removing existing sediment and debris from Town owned catch basins. It should be noted that the Town of Madison prefers the vacuum method of cleaning as opposed to the scoop method. Upon completion of each basin, the basin must be free of debris to a degree that will ensure their efficient operation. The Contractor may be recalled to re-clean any unsatisfactorily cleaned basin(s) without charge. The Contractor may dispose of collected materials at the Town of Madison's Bulky Waste Facility located at the end of Ridge Road, north of Green Hill Road.

The Town of Madison's Department of Public Works will prepare and submit to the Contractor a list of locations where catch basin cleaning is required. The Contractor shall field review and tabulate the number of basins to be cleaned at each location. The number of basins shall be mutually agreed upon by the Town and the Contractor.

CONSTRUCTION METHODS AND EQUIPMENT

The Contractor is responsible for the overall safety in work areas, furnishing and installing proper signage. The Town of Madison Department of Public Works will provide a worker to maintain proper vehicular and pedestrian traffic control during cleaning activities.

The Contractor shall furnish all equipment and fuel necessary for the satisfactory performance of the work set forth in these Bid Documents. All equipment used by the Contractor shall be kept in a neat and clean appearance. The equipment shall also be kept in top mechanical condition and properly adjusted from an operational standpoint and from a safety standpoint. Any machine, equipment and/or vehicle being utilized during the work shall be provided in a list to the Town and is considered a condition of this Bid.

Prior to commencing the planned work, the Contractor shall notify the Department of Public Works of the location where the work is to be performed.

METHOD OF MEASUREMENT

The Catch Basin Cleaning Program will be measured for payment by the number of catch basins cleaned.

BASIS OF PAYMENT

Upon work completion, the Contractor shall submit an invoice which shall include the total cost, total number of basins cleaned and an itemized list of basins cleaned per location. The work shall be paid at a *contract unit price per basin*.

The contract unit price provided to the Town is a complete price including mobilization, traffic signage, sediment/debris removal, disposal, etc.

Section 3: Bid Forms

BID PROPOSAL FORM

Mr. Tom Banisch, First Selectman
Town of Madison
8 Campus Drive
Madison, Connecticut 06443

Proposal of _____, (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____, doing
business as a(n) _____.

To: The Town of Madison, Connecticut, (hereinafter called "Owner").

For: Catch Basin Cleaning Program

Bidder hereby proposes to perform all Work for the Catch Basin Cleaning Program in strict accordance with the Bid Documents, within the time set forth therein, and for the prices stated below.

1. Bidder agrees, that if awarded the Contract for the Work, Bidder will within seven (7) successive calendar days after receipt of the Notice of Award, furnish to the Owner, their Certificate of Insurance and executed Agreement.
2. Bidder further agrees to commence the Work under the Contract the week of June 3, 2019.
3. By submission of this Bid, Bidder declares that before making this Bid, Bidder carefully examined the form of the Bid and the Bid Documents relating to the Work to be performed and fully understands the meaning of the same. The Bidder has utilized his/her own judgment as to the character of the materials to be found and the difficulties that may arise in the construction of the Work, and that the Bidder will make no claims on account of any misunderstanding or misconceptions of the nature, character or amount of Work to be done.

The following documents are attached to and made a condition of this Bid:

1. Non-Collusion Bidding Certification
2. Indemnification and Hold Harmless Agreement
3. Bidder Qualifications
4. Equal Employment Opportunity Certification
5. Machine, Equipment and/or Vehicle List

Bidder agrees to perform all Work, including all labor, materials, equipment, tools, and all else necessary for the satisfactory completion of the Work, in full compliance with the contents and intent of the Bid Documents for the following prices stated below:

Schedule of Bid Prices

Bid Item No.	Engineers Quantity	Bid Item Description and Unit Price Written in Words	Unit Price Written in Figures
1	Price per Basin	All Work shown in the Contract Documents for the Catch Basin Cleaning Program, the unit price of: _____ dollars and _____ cents.	\$ _____

Date: _____

Bidder: _____

By: _____
 (Signature)

Seal
 (if Bid is by a Corporation)

Title: _____

 (Street Address)

 (City, State, Zip Code)

 (Business Telephone Number)

INDEMINFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by laws and regulations, the Bidder agrees to indemnify, defend, and hold harmless, the Town of Madison and its agents, servants, representatives, and employees from and against any and all claims, liabilities, damages, losses, costs, expenses (including attorney's fees), judgments, subrogation's, or other damages arising directly or indirectly, in connection with any injuries, losses, costs, expenses, or damages received or sustained by the Bidder, or his or her agents, or any person, in connection with the Catch Basin Cleaning Program, any Work authorized under this Bid, or by reason of any act or omission of the Bidder.

STATE OF }
 } ss:
COUNTY OF }

_____, being first duly sworn, deposes and says that:
(Bidder)

I am _____, the _____
(Name) (Title)
of _____

(Signature)

(Printed or Typed Name)

(Title)

Sworn to and subscribed to before me on this _____ day of _____, 20 ____.

Notary Public (Seal)

My Commission expires _____

BIDDER QUALIFICATIONS

The Bidder shall list (5) previous customers with at least (3) three being municipalities.

Please include customer names, addresses, phone numbers and e-mails if available.

1. _____

2. _____

3. _____

4. _____

5. _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

This certification is required pursuant to Executive Order No. 3. The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract, whether it has participated in any previous Contract or Subcontract subject to the equal employment opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report. No Contract shall be awarded unless such report is submitted.

Bidder: _____

Bidder's Address: _____

1. Bidder has participated in a previous Contract or Subcontract subject to the Equal Employment Opportunity Clause.

Yes No If answer is "Yes", identify most recent Contract

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

Yes No If answer is "Yes", identify most recent Contract

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No None Required

4. If answer to item No. 3 is “No”, please explain in detail on the reverse side of this certification.

Certification:

The information given above is true and complete to the best of my knowledge and belief.

(Signature of Bidder)

(Printed or Typed Name of Bidder)

AGREEMENT

This Agreement, made this _____ day of _____, 20____, by and between the Town of Madison in the county of New Haven and the State of Connecticut, (hereinafter called "Owner") and _____, doing business as a(n) _____, (hereinafter called "Contractor") organized and existing under the laws of the State of _____.

Witnesseth:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. Work

- A. Contractor shall complete all Work as specified or indicated in the Contract Documents for the following Project:

2. Contract Times

- A. The contract will begin upon execution of this Agreement and end on June 30, 2020. The contract may be extended in one year increments at the same contract unit price, ending on June 30 of succeeding years, with mutual consent of the Contractor and the Town.
- B. The Work will commence the week of June 3, 2019 and continue until the Catch Basin Cleaning list is completed or otherwise directed by the Town Engineer or the Assistant Town Engineer. Work shall be performed on an annual or biannual basis.

3. Contract Price

- A. For a Contract Unit Price of: \$_____ per basin.

4. Contractors Representations

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has become familiar with and is satisfied as to the general and local conditions of the Town of Madison catch basins that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contractor will furnish all the labor, material, tools, equipment and all else necessary for the construction and completion of the Catch Basin Cleaning Program described herein, except for materials or Work specifically indicated in the Contract Documents to be provided by the Owner.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- F. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

5. Payment Procedure

The Contractor shall invoice the Owner for services rendered which will be reviewed and processed by the Town Engineer. Upon acceptance, the Owner will issue payment to the Contractor.

6. Contract Documents

A. The Contract Documents consist of the following:

- 1. This Agreement
- 2. Invitation to Bid
- 3. Instructions to Bidders
- 4. Specifications

7. Miscellaneous

A. Assignment of Contract

- 1. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

B. Successors and Assigns

1. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Severability

1. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) counterparts, each of which shall be deemed an original, on the date first above written.

Owner: The Town of Madison

By: _____
(Signature)

Name: Tom Banisch
Town of Madison First Selectman

Contractor: _____

By: _____
(Signature)

Name: _____