

**Town of Madison, CT
Department of Public Works**

**Specifications
Removal of Brush, Stumps, Logs and Wood
June 3, 2020**

Article

1. Project Identification
2. Intent of these Contract Specifications, Scope of Work, Schedule and Time for Completion
3. Preparation and Submission of Bids
4. Conditions of the Work
5. Rejection of Bids
6. Errors in Bids
7. Qualifications of Bidders
8. Taxes
9. Indemnification
10. Insurance
11. Award of Contract
12. Compliance with Laws, Regulations, Codes and Ordinances
13. Non-Discrimination and Equal Employment Opportunity
14. Contractors Hours of Operation

Attachment A:

Bid Proposal Form

1. Project Identification

Project Name: Removal of Brush, Stumps, Logs and Wood

Project Locations: Bulky Waste Facility
Ridge Road
Madison, Connecticut

Owner: Town of Madison, Connecticut

Address: Office of the First Selectwoman
Town Offices Building
8 Campus Drive
Madison, Connecticut 06443

2. Intent of these Specifications, Scope of Work, Schedule and Time for Completion

The intent of these specifications is to obtain a qualified contractor to remove and dispose of all vegetation including but not limited to brush, stumps, logs and wood within two (2) stockpiles at the Bulky Waste Facility located at the end of Ridge Road in Madison, CT. The two stockpiles will be identified at a mandatory pre-bid meeting held at the project location at **10:00 a.m. on Monday, June 15, 2020.**

Bid Item 1 includes the removal of the stockpile located on the south side of the dump road that is comprised primarily of brush.

Bid Item 2 includes the removal of the stockpile located on the north side of the dump road that is comprised primarily of wood and logs.

The Bid Items shall include the removal of all forms of vegetation that may be encountered within the stockpile leaving the site in a clean and orderly manner acceptable to the Madison Highway Superintendent.

The work is expected to commence by **July 15, 2020** and be completed within 30 calendar days.

3. Preparation and Submission of Bids

A lump sum price for each bid item is required. The Town reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Town and to reject any and all bid items at the sole discretion of the Town.

All Bids must be made on the Bid Proposal Form included in these specifications and signed by the Bidder. All prices requested in the Bid Proposal Form must be filled in, either hand written in ink or type written, in both words and in figures. Changes or revisions to the hand written or type written prices must be explained or noted over the signature of the Bidder.

All bids are due on or before **June 20, 2020 by 12:00 pm**. Bid Proposal Forms shall be sent via email to the Director of Public Works, John J. Iennaco, PE, iennacoj@madisonct.org.

4. Conditions of the Work

Each Bidder is expected to examine the site of the Work and based on the bidders own inspections and interpretations decide for themselves the character of the materials to be encountered and other conditions affecting the Work.

5. Rejection of Bids

The Town of Madison reserves the right to reject any or all Bids, should this be deemed, in its sole discretion, to be in the best interest of the Town to do so. Bids not prepared and submitted in accordance with the provisions of the Specifications, and Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

6. Errors in Bids

In the event of a discrepancy between any prices written in words and written in figures, prices written in words shall govern.

7. Qualifications of Bidders

Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if a Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work required under the Contract.

8. Taxes

The Contractor is advised that, in accordance with the provisions of Connecticut Special Act No. 77-98 as amended by Special Act No. 78-24, Special Act No. 84-46, Special Act No. 99-12 and Connecticut Public Act No. 02-85, and Section 12-412 (a) of the Connecticut General Statutes, sales of tangible personal property and services to the Owner are not subject to the Connecticut sales and use tax. Accordingly, such tax shall not be included in the Bid.

The Contractor is also advised that provisions of Connecticut House Bill No. 5021 and Public Act No. 78-322 mandate an exemption from tax in the purchases of motor fuel for the purpose of performing contractual services for a political subdivision of the State. Accordingly, such tax shall not be included in the Bid.

The Contractor is also advised that the Owner is exempt from Federal excise taxes on all materials to be permanently incorporated into the Work.

The Contractor is further advised that Connecticut Public Act No. 03-147, as amended, puts certain responsibilities on parties that enter into agreements with non-resident Contractors. Any Bidder which is a “non-resident contractor” as that term is defined in Public Act No. 03-147 shall be required to file a Bond with the Connecticut Department of Revenue Services to ensure compliance with the act.

Each Bidder and the Contractor shall thoroughly familiarize himself with all laws, ordinances, regulations and rules requiring the payment of taxes, and each Bidder and the Contractor are responsible for checking with the State of Connecticut on items that may or may not be exempt and the steps which should be taken to obtain such exemption.

Each Bidder and the Contractor shall consult with his own counsel with respect to the applicability of all taxes.

Appropriate exemption certificate(s) will be furnished to the Contractor by the Town of Madison upon request.

9. Indemnification

To the fullest extent permitted by laws and regulations, the contractor agrees to indemnify, defend and hold harmless, the Town of Madison and its agents, servant, representatives and employees from and against any and all claims, liabilities, damages, losses, costs, expenses (including attorney’s fees), judgements, subrogation’s, or other damages arising directly or indirectly, in connection with any injuries, losses, costs, expenses, or damages received or sustained by the contractor, or his or his agents or any person, in connection with the scope of work authorized under these specifications or by reason of any act or omission of the consultant.

10. Insurance

The Contractor to whom the Contract is awarded shall procure and maintain at his own expense, insurance of the types and in the amounts as set forth herein. Certificates of Insurance satisfactory to the Town of Madison shall be provided to the Town and shall name the Town of Madison as an additional insured party.

A. Liability Insurance

The Contractor shall procure and maintain at his own expense, comprehensive general liability insurance, comprehensive automobile liability insurance and comprehensive catastrophe liability insurance. 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.

Minimum Coverage and Limits of Liability Required:

For comprehensive general liability insurance, comprehensive automobile liability insurance and comprehensive catastrophe liability insurance, the combined single limit of liability as respects bodily injury, personal injury and property damage liability shall be as follows:

Comprehensive General Liability	Each Occurrence	Aggregate
	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	Any One Accident	
	\$1,000,000	
Comprehensive Catastrophe Liability	Each Occurrence	Aggregate
	\$3,000,000	\$3,000,000

B. Worker's Compensation Insurance

The Contractor shall procure and maintain at his own expense, worker's compensation insurance as required by the appropriate worker's compensation law or act. The policy shall be written in accordance with the statutory provisions of the State of Connecticut, and shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

C. Builder's Risk Insurance

The Contractor will not be required to provide builder's risk insurance.

D. Additional Requirements

The Contractor must require that all Subcontractors, agents and assigns procure and maintain insurance protection comparable to that required of the Contractor. The Contractor shall not commence Work under the Contract until all insurance required has been procured and approved by the Town of Madison, nor shall the Contractor allow any of its Subcontractors to commence Work until comparable insurance has been procured and approved by the Town of Madison.

The Contractor shall, at its own expense, assume all responsibility for equipment and other property to be installed until such equipment or other property is approved and accepted by the Town of Madison. The Contractor shall also assume full responsibility for his and his employees own tools and equipment as well as for those tools and equipment of his Subcontractors and their employees.

11. Award of Contract

If the town elects to proceed with the work, a recommendation to award the contract to the successful bidder will be made to the Board of Selectmen (BOS) at a meeting scheduled for **June 22, 2020**. If the Board of Selectmen votes in favor of awarding the contract, subject to the rights hereinafter reserved, the Contract for the Work will be awarded within four (4) calendar days after the BOS meeting.

12. Compliance with Laws, Regulations, Codes and Ordinances

The Bidder's attention is directed to the fact that all applicable federal, state and local laws, regulations, codes and ordinances of all authorities having jurisdiction over the Work shall apply to the Contract and are deemed to be included in the Specifications.

13. Non-discrimination and Equal Employment Opportunity

The Specifications provide that the Contractor and his subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sexual orientation, marital status or physical disability. The successful Bidder shall comply with all applicable federal and state laws regarding non-discrimination.

14. Contractor's Hours of Operation

The Contractor shall limit the hours of operations to Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m.

Attachment A

**BID PROPOSAL FORM
Town of Madison, Connecticut
Removal of Brush, Stumps, Logs and Wood**

In compliance with the Specifications, Bidder hereby proposes to perform all Work for the Removal of Brush, Stumps, Logs and Wood, within the time set forth therein, and for the prices stated below.

By submission of this Bid, Bidder declares that before making this Bid, Bidder carefully examined the form of the Bid and the Specifications relating to the Work to be performed and fully understands the meaning of the same, and that the Bid was based on Bidder's own examination of the location where the Work is to be done and own judgment as to the character of the materials to be found and the difficulties that may arise in the performance 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 Town reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Town and to reject any and all bid items at the sole discretion of the Town.

Bidder agrees to perform all the Work, including all incidental labor, materials, equipment, tools, temporary facilities and controls and all else necessary for the satisfactory completion of the Work, in full compliance with the contents and intent of the Specifications for the following Lump Sum Prices stated below:

Bid Item 1: Removal of the stockpile located on the south side of the dump road that is comprised primarily of brush.

Total Bid Amount for Bid Item 1 written in words _____

Total Bid Amount for Bid Item 1 written in figures
\$ _____

BID PROPOSAL FORM
Town of Madison, Connecticut
Removal of Brush, Stumps, Logs and Wood

Bid Item 2: Removal of the stockpile located on the north side of the dump road that is comprised primarily of wood and log.

Total Bid Amount for Bid Item 2 written in words _____

Total Bid Amount for Bid Item 2 written in figures
\$ _____

Submitted By:

Name (printed): _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

(Company Address)

(Business Telephone Number)

(Business Facsimile Number)