# TOWN OF ARLINGTON Department of Public Works



# CATCH BASIN CLEANING SERVICES #23 - 17

## I. INVITATION FOR BID

The Town of Arlington invites SEALED bids, pursuant to Massachusetts General Laws Chapter 30, Section 39M as amended, for

## Bid #23-17, Catch Basin Cleaning Services.

Bids will be received until **10:00 AM on March 30, 2023**, at the Office of the Town Manager/Purchasing Department, 730 Massachusetts Ave, Arlington, MA 02476, at which time and place they will be publicly opened and read aloud.

Bid documents are available for viewing and downloading on the Town's website at www.arlingtonma.gov/purchasing. Bids must be submitted on the forms provided therein and in a sealed envelope marked on the outside with the bidder's name and address and with the words **Bid #23-17**, **Catch Basin Cleaning Services.** No bid will be accepted after the time and date specified.

A bid deposit in the amount of five per cent (5%) of the bid amount and payable to the Town of Arlington shall be submitted with each bid.

The Town Manager reserves the right to accept or reject any and all bids, wholly or in part, or to waive minor informalities in any or all bids, if it be in the public interest so to do.

Questions regarding the specifications should be directed to the Engineering Division of the Department of Public Works at <u>engineering@town.arlington.ma.us</u>.

Minimum Wage Rates, as determined by the Director of the Department of Labor Standards of the Executive Office of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27H, apply to this project. The schedule of wage rates applicable to this contract is included in the bid documents.

The selected contractor will be required to furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract price.

TOWN OF ARLINGTON

Sanford Pooler Town Manager

March 16, 2023

## II. INSTRUCTIONS TO BIDDERS

## A. COMPLEMENTARY DOCUMENT

1. The Invitation for Bid, included herewith, is complementary to this document and shall be carefully reviewed by bidders for specific instructions not repeated herein.

## B. STATUTES REGULATING COMPETITIVE BIDDING

- 1. Bidding procedures and award of contract shall be in accordance with the provisions of Chapter 30, Section 39M, of the General Laws of the Commonwealth of Massachusetts.
- 2. In the event of any discrepancy or inconsistency between the provisions of the bid or contract documents and the statutes referenced hereinabove, the provisions of said statutes shall govern. In such event, the application of all remaining provisions not in conflict with any circumstance other than that in which the conflict occurs shall not be affected thereby.

# C. BIDDER'S QUALIFICATIONS

- 1. No individual or firm may submit a bid unless it includes, with the bid form, a list of at least three (3) references from similar projects completed in the last five (5) years.
- 2. The Town Manager will reject bids when required to do so by Massachusetts General Laws. In addition, the Town Manager reserves the right to waive any informalities in bidding and to reject any and all bids if he deems it to be in the public interest so to do. The Town Manager reserves the right to reject any bid if he determines that such bid does not represent the bid of a person or firm competent to perform the work as specified, or if fewer than three bids are received, or if bid prices are not acceptable without further competition.

# D. INTERPRETATION OF DOCUMENTS: NOTIFICATION OF ERRORS

 Interpretations of the bid and contract documents will be made by the designer upon written request of any general bidder or sub-bidder, provided that such request is received by the designer at least seven (7) days prior to the date of the bid opening, and that the designer considers such interpretation to be of sufficient importance. Oral or telephone interpretations generally will not be made and, if made, shall be strictly informal and not legally valid or binding.

- 2. The designer's interpretations shall be in the form of Addenda to the bid and contract documents.
- 3. Bidders are urged to communicate all errors and discrepancies found in the bid and contract documents to the designer. Telephone calls pointing out any such errors or discrepancies will be taken by the designer, but only for the purpose of receiving the information in order that it may be properly processed and not for interpretation or clarification.

# E. EXAMINATION OF BID AND CONTRACT DOCUMENTS

- 1. Each bidder shall carefully examine the bid and contract documents to obtain a thorough understanding of the work of her/his bid in addition to the work of related trades. In addition, each bidder shall personally visit the site to thoroughly acquaint her/himself with the conditions as they exist thereon.
- 2. Failure of any bidder to thoroughly examine the bid and contract documents or to visit and examine the site shall in no way relieve her/him of any obligation with respect to her/his bid or of any responsibility assigned to her/him under the contract.

# F. MODIFICATION AND WITHDRAWAL OF BIDS

- Modification or withdrawal of bids will be permitted after submission of said bids provided that clearly written and readily understandable instructions are received by the Town Manager in writing prior to the time established for the opening of bids. No bid may be withdrawn after that time, except as otherwise provided herein or by law.
- 2. No bid may be withdrawn for a period of thirty (30) days, Saturdays, Sundays and legal holidays excluded, after actual date of bid opening.

# G. ADDENDA

- Designer's interpretations shall be in the form of Addenda to the bid and contract documents. Failure to receive such Addenda shall in no way relieve any bidder from the execution of its provisions. All bidders are cautioned to verify the number of Addenda that have been issued and to secure any needed copies from the designer before submitting a bid.
- 2. Bidders shall acknowledge each and every Addendum in the spaces provided on the bid form; failure of a bidder to do so may result in rejection of the bid.

## H. BID FORM

- 1. Bids must be submitted on the forms attached hereto.
- 2. All blank spaces on the bid form must be filled in and all entries must be made in ink or typewritten. Where space is provided, sums shall be expressed in both words and figures. In case of a discrepancy between the two, the written words shall govern.
- 3. No interlineations, additions, alterations or erasures shall be made on the forms.
- I. ALTERNATES
  - 1. Not applicable.
- J. SUBMISSION OF BIDS
  - The bid form shall be properly executed and enclosed with a bid deposit equal to five percent (5%) of the value of the total bid in a sealed envelope plainly marked on the outside with the name and address of the bidder and the words Bid #23-17 Catch Basin Cleaning Services.
  - If the bid is mailed, the aforementioned sealed envelope shall be enclosed in a second envelope marked on the outside with the same information above and mailed to the place of the bid opening, as stipulated in the Invitation for Bid. Mailed bids must be received before the time scheduled for opening of bids.
  - 3. The bid deposit shall be in the form of (a) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company and payable to the Town of Arlington, or (b) a bid bond in a form satisfactory to the Town, with a surety company qualified to do business in the Commonwealth of Massachusetts, and conditioned upon the faithful performance by the principal of the agreements contained in the bid. Return of bid deposits will be in accordance with the provisions of the applicable Massachusetts General Laws.
  - 4. Bid deposits of all general bidders, except those of the three lowest responsible and eligible general bidders, shall be returned within five days, Saturdays, Sundays and legal holidays excluded, after the opening of the general bids. The bid deposits of the three lowest responsible and eligible general bidders shall be returned upon the execution and delivery of the general contract or, if no award is made, upon the expiration of the time prescribed in the applicable Massachusetts General Laws for making an award; except that, if any general bidder fails to perform her/his agreement to execute a contract

and furnish any performance or payment bonds required herein, her/his bid deposit shall become and be the property of the Town, as liquidated damages.

## K. PAYMENT BOND

 In accordance with Massachusetts General Laws, Chapter 149, Section 29, the selected contractor will be required to submit a Labor and Materials or Payment bond, in the amount of fifty percent (50%) of the contract sum, from a surety company qualified to do business under the laws of the Commonwealth and approved by the Town.

## L. FOREIGN CORPORATIONS

 Attention of bidders is called to Massachusetts General Laws, Chapter 30, Section 39L, as amended, under which an Awarding Authority may not enter into a contract with a foreign corporation (defined as a corporation that has been established, organized, or chartered under laws other than those of the Commonwealth of Massachusetts), nor approve a foreign corporation as a sub-contractor, unless said foreign corporation has filed with the Authority a certificate of the State Secretary stating that the corporation has complied with requirements of Massachusetts General Laws, Chapter 156D, Section 15.03 and stating the date of such compliance.

## M. AWARD OF CONTRACT

- The Contract shall be awarded to the lowest responsible and eligible bidder, as provided under Massachusetts General Laws, Chapter 30, Section 39M.
- 2. The Town reserves the right to reject general bids in accordance with the provisions of Massachusetts General Laws, Chapter 30, Section 39M. In addition, the Town may consider informal and may reject any bid which is not prepared and submitted in accordance with all requirements of the bid documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which is, in the judgment of the Town, substantially less or more than the actual cost to complete the work; provided, however, that the Town reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived. Subject to the provisions of applicable laws, if the forms, specifications, or any other bid document require submission of special information or data to accompany bids for any trade, if

applicable, and any bidder neglects to furnish such information or data with its bid, the Town may reject the bid of such bidder as incomplete; provided, however, that the Town reserves the right to deem any such omission as an informality for which such bid will not be rejected, and to subsequently receive such information or data prior to award of the contract. See Section C above as to the Town's right to reject the bid of any bidder who is not qualified, competent and responsible.

#### N. COMMENCEMENT AND COMPLETION OF WORK

 The successful bidder, upon execution of the contract agreement, shall commence the work of the contract within seven (7) calendar days from receipt of the written Notice to Proceed issued by the Town within fourteen (14) calendar days after said execution of the contract agreement, and shall therefore diligently and continuously carry out the work in such a manner as to substantially complete the work as noted herein.

## O. LIQUIDATED DAMAGES

 Liquidated damages for failure to complete the work within the time specified in the Invitation for Bid will be assessed by the Town in the amount stipulated therein. The liquidated damages of \$100.00 per calendar day is a minimum damage figure to compensate the Town for administrative costs and loss for delay of its use of the project, and for added Owner's Project Manager, Designer, and consultant fees, and does not limit in any way the liability of the contractor for damages in excess of the specified liquidated damages amount for other damages, in particular damages for breach of contract. It is expressly understood that such liquidated damages do not constitute a penalty.

END OF SECTION

#### III. LOCATION OF WORK

Work under this contract shall take place in the Town of Arlington Massachusetts and include catch basin cleaning services to all Town owned catch basins and disposal of the collected debris at the Department of Public Works (DPW) Yard located at **51 Grove Street, Arlington, MA 02476.** 

#### IV. PROPOSAL

By submitting a bid, the bidder certifies that:

- a. Her/His bid is made without collusion with any other person, firm or corporation;
- b. S/He has carefully examined the requirements of the proposed work;
- c. Her/His bid is based solely on her/his own investigation and research and not in reliance upon any survey, report or representations of any employee, officer or agent of the Town; and that if awarded the contract, s/he will contract with the Town, to provide all necessary supervision, labor, equipment, machinery, tools, apparatus, and other means of service necessary to complete the requirements in the bid and contract documents.

Bidders must bid on each item. All entries in the Bid Form must be made clearly and in ink, and prices must be written in both words and figures in the space provided. Bidders should insert computed totals in the spaces provided therein.

#### V. SCOPE OF WORK: CATCH BASIN CLEANING

The work to be performed consists of furnishing all labor, tools and equipment needed to access and thoroughly clean and inspect all Town owned catch basins as part of an annual two part catch basin cleaning program. (See Arlington Drainage Infrastructure Summary below.) All collected debris removed from Town owned catch basins shall be transported to the Department of Public Works (DPW) Yard located at **51 Grove Street, Arlington, MA 02476.** 

Arlington Drainage Infrastructure Summary:

- There are approximately 3,600 Town owned catch basins.
- Approximately 15% of the catch basins are a gutter inlet without a sump.
- Approximately 50% of gutter inlets discharge to an adjacent connected manhole structure with a sump. This sump shall also be cleaned as part of these services.

#### A. METHOD OF OPERATION: CATCH BASIN CLEANING

Catch basins are to be cleaned by means of either a truck mounted vacuum or a truck mounted "clam shell" type bucket. The entire structure is to be cleaned, which includes knocking in and cleaning the side of the structures. The bidder shall state in her/his proposal the method s/he will employ. All other work necessary for the satisfactory completion of the proposed work shall likewise be included.

Some of these basins will not be possible to access with a clam shell due to narrow entries, hood projections, etc. The Contractor will be responsible for inventorying these basins, providing the information to the town in the People GIS system and/or on Contractor's Daily Report.

- 1. The Contractor shall be responsible for the removal of all catch basin grates and/or manhole covers connected to a Gutter Inlet, and/or any other castings necessary to provide adequate clearance for equipment. Upon completion of cleaning, the grate cover must seat properly when placed into frame.
- 2. Grate covers shall not be removed in advance and all open structures shall not be unattended.
- 3. Highway Safety Devices will be utilized at all times, including but not limited to, flashing lights, arrows, beacons, traffic cones, etc.
- 4. Each structure is to be thoroughly cleaned down to the bottom of the walls or to the masonry base including all pipe or culvert openings visible in the structure. Level depth of material remaining may not exceed 4.0".
- 5. The Contractor shall mark each structure with a dot of blue spray paint in the center of the catch basin to indicate completion of cleaning.
- 6. If vacuum excavation is performed, a decanting operation plan shall be provided to the Town for review and approval.
- 7. The Contractor shall transport the catch basin "debris" to the DPW Yard located at 51 Grove Street. Coordination with the DPW Operations Manager will be required for material management purposes. The Contractor is responsible for all spilled debris. If a spill is not addressed, within the work day it occurred, then the Town will clean it at the Contractor's expense.

#### B. INSPECTION AND DATA RECORDING

The Town utilizes PeopleGIS Data Software to collect and track catch basin cleaning. The Contractor will be responsible for obtaining a 4G or field capable Wi-Fi tablet that will communicate with the Town's online software system.

The Contractor will be furnished with access to an up-to-date Wi-Fi enabled GIS map including streets and stormwater utilities so that work shall progress in an organized manner, section by section, throughout the Town. Location tracking is included within PeopleGIS software.

Data will be entered through the 4G Wi-Fi tablet and recorded through the Town's online software system. There is NO software required to purchase or additional cost for the use of the online system. The Town will provide access and password requirements to the Contractor prior to cleaning.

During the catch basin cleaning process the Contractor shall inspect each catch basin and record pertinent data to include the following:

- 1. Depth to sediment.
- 2. Depth to inlet/outlet.
- 3. Depth to sediment.
- 4. Depth to bottom.
- 5. Conditional observations.

All depth measurements are taken from the top of the catch basin grate.

All measured depths shall be entered in 1/10 of a foot (0.1 ft).

Any structure visited that does not have a sump (typical Gutter Inlet) shall still collect and report available data.

See Sample Tablet Inspection Form below for sample version of PeopleGIS Data page.

#### C. ANNUAL CATCH BASIN PROGRAM

#### YEAR #1; Spring Catch Basin Cleaning Program

The Spring Catch Basin Cleaning Program will require the cleaning and recording of inspection data for all Town owned catch basins. There are approximately **3,600** Town owned catch basins. Based on the progress of the annual catch basin cleaning program it is estimated that approximately 1,800 catch basins will have sump basins that are at least 50% full. Work shall commence as soon as possible upon the awarding of the Contract and be completed by June 30, 2023.

Estimated <50% full: 1800 <u>Estimated >50% full: 1800</u> Total Catch Basin Cleanings Required: 3600

#### YEAR #1; Fall Catch Basin Cleaning Program

The Fall Catch Basin Cleaning Program will require the cleaning and recording of data for all Town owned catch basins that are identified by the PeopleGIS System as having a sump basin predicted to be at least 50% full. It is anticipated that approximately **1,800** catch basins will require cleaning with sump basins at least 50% full. Work shall commence by September 1, 2023 and be completed by November 30, 2023.

Estimated >50% full: 1800 Total Catch Basin Cleanings Required: 1800

#### YEAR #2 & YEAR #3; Catch Basin Cleaning Program

The Year #2 and Year #3 Catch Basin Cleaning Programs are identical and consist of a Spring and Fall Program. Each consecutive Seasonal Program will rely on the PeopleGIS System predictive software to identify all catch basins with sump basins expected to be at least 50% full.

Estimated >50% full: 1800 Total Catch Basin Cleanings Required: 1800

## GIS Reporting Screen Sample Sample Tablet Inspection Form

swInletCleanings	Print   Search   Import   Export   1
Facility ID: swIN-1895	
INSPECTION	
INSPECTION	
Cleaning ID:	###
Facility ID:	(this field will be filled in when you submit this record) swIN-1895
Cleaning Date:	November 4, 2019 clear
Cleaning By:	
DS-WS EB SF	P I TB WCC
Cleaning Method Used:	
Clam-Shell     O Vacuum Truck	No Cleaning     Other
All measurements to be recorded in f	ient
All measurements to be recorded in r	eel.
Initial Depth to Sediment:	
0 1 2 3 4 5 6 7 3	8 9 • « 0 to 500
Final Depth of Structure:	
0 1 2 3 4 5 6 7	8 9 • « 💿 o to 500
Lowest Invert:	
0 1 2 3 4 5 6 7	8 9 • «
Sediment Depth (calculated):	
Sump Depth (calculated):	0
Percent of Sump Filled (calculated): Upload Photo:	0
Choose File No file chosen	
Comments:	

#### D. CONTRACTOR'S DAILY REPORT

The Contractor shall provide a report each day to the Director of the Departmen of Public Works, or his designee, including the location and number of catch basins cleaned that day on a street by street basis. The daily report shall also note any structures which were inaccessible and/or any relevant condition observations.

#### E. PAYMENT

Invoices will be accepted on a bi-weekly basis from the time work has begun until completed. Each invoice rendered shall indicate the total number of structures cleaned to date, less a credit for the total number previously invoiced, thus defining a balance due to date. Payment of individual invoices will be made upon verification and acceptance of the work as defined thereon. Payment shall be made at the unit price bid per structure and shall constitute payment in full for all related work under this contract.

## F. TIME OF BEGINNING AND COMPLETING WORK

The Contractor shall begin active operations in good faith under this contract as soon as practicable after the signing of the contract, and shall diligently and faithfully prosecute the work so that it will be completed in accordance with the following annual requirements.

Annual Catch Basin Cleaning Services shall consist of the implementation of a Catch Basin Cleaning Program in the Spring Season and the Fall Season.

## VI. SPECIAL PROVISIONS

#### A. PRECONSTRUCTION MEETING

Not Applicable

B. WORK SCHEDULE

Work on this project is restricted to standard 5-day work week, with hours from 7:00am to 5:00pm. Any work that may impede traffic flow may be restricted to the hours of 9:00am to 3:00pm and ultimately determined by the Arlington Police Department. These requirements shall apply to the Prime Contractor and all Subcontractors working on the same shift. No work shall be performed on this Contract on Saturdays, Sundays, or Holidays without permission from the owner.

The Contractor shall contact the Town at least 48 hours in advance of commencing cleaning services to schedule and coordinate the implementation and ensure adequate space is available at the DPW Yard.

#### C. TIME OF COMPLETION

The work specified under this contract shall be in accordance with the following schedule with a Year #1 Contract Award and an option to renew in one (1) year increments at the sole discretion of the Town of Arlington, for a Total of three years. Renewal years subject to appropriation of Funds.

#### Year #1: April 30, 2023 – December 31, 2023 Year #2: January 1, 2024 – December 31, 2024 Year #3: January 1, 2025 – December 31, 2025

#### D. INTERPRETATION OF BASIC ESTIMATE OF QUANTITIES

Attention is directed to the fact that the quantities of work to be done are based on observations and available data. The estimated quantities are approximate and should be used only as a guide. No quantities are guaranteed under this contract.

#### E. PROSECUTION OF WORK AND PROVISIONS FOR TRAVEL

The Contractor shall give notice in writing to the Town Engineer at least seven days in advance of beginning any work affecting the maintenance of traffic where work affects the street in use by the public.

Before starting any work under this Contract, the Contractor shall submit her/his schedule of operations as provided herein.

The Contractor must prosecute the work efficiently and with the least possible delay.

The Contractor shall provide safe and convenient means of access to all buildings of property along the line of work at all times, coordinate the scheduling of safety and traffic details with the Arlington Police Department, and provide notification to the Arlington Department of Public Works and direct abutters at least one (1) business day prior to commencement of work adjacent to said abutter property.

#### F. PROVISIONS FOR ACCESS AT ALL LOCATIONS

The Contractor shall cooperate with the various utility companies and provide access through a worksite if required for their work in connection with this project.

All permanent and temporary surfaces open for traffic during construction shall be maintained by the Contractor, as directed, in accordance with the provisions of herein.

THE TOWN WILL NOT ACCEPT ANY MATERIALS DELIVERED TO ANY PROJECT IN MOTOR VEHICLES OR SEMI-TRAILER UNITS THAT EXCEED THE LEGAL MAXIMUM GROSS WEIGHT ALLOWED FOR THE PARTICULAR CLASS, AS SPECIFIED IN SECTION 19 A OF CHAPTER 90 OF THE GENERAL LAWS OF MASSACHUSETTS.

#### G. INSURANCE REQUIREMENTS

The limits of the several kinds of liability insurance required for this Contract, in addition to insurance for Workmen's Compensation are as follows:

1. Bodily Injury Liability insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount of not less than One Million Dollars (\$1,000,000) on account of one accident.

- 2. Broad Form Property Damage Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one accident, and in an amount not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.
- 3. Automobile Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- 4. Automobile Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one accident and in an amount not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.
- 5. Contractors Public Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate.

#### H. MAINTENANCE OF TRAFFIC

The Contractor shall maintain two way traffic at all times. The Contractor shall make every effort to maintain access to all drives at all times. If access to any drives cannot be maintained, the Contractor shall notify the Town Engineer and persons affected, in writing, at least one (1) week in advance of the planned discontinuance. In any case, the access shall not be discontinued for more than two (2) consecutive days without obtaining the written authorization of the Town Engineer.

A minimum of 24-hours prior to commencing work, the Contractor shall contact the Town of Arlington Police Department to determine if a Police Safety Detail will be required.

The use of a Police Safety Detail does not eliminate the requirement for proper warning signs and traffic control devices during the course of the work.

It shall be the sole responsibility of the Contractor to provide and employ appropriate construction signage and barriers, cones, and the like, as needed. All signs and devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways and all applicable Massachusetts Department of Transporation (MassDOT) Standards and Requirements.

Additional signage and devices shall be provided and installed as deemed necessary by the Department of Public Works and/or Police Department for the safe and efficient performance of the work and the safety of the traveling public.

During the entire course of work, the Contractor shall be responsible for properly delineating and protecting the work site in accordance with current MUTCD Standards to the full satisfaction of the Arlington Police Department. Failure or inability to provide appropriate devices and signage may result in work being suspended at the discretion of the Town of Arlington.

Reflective barrels, construction signage and other devices deemed necessary by the Town Engineer shall be utilized to direct vehicular and pedestrian traffic safely through the work zone. All work left unattended shall be plated or ramped and suitable work safety devices and methods shall be utilized as necessary. All sidewalks and ramps shall be barricaded with reflective barrels and warning flagging where surfaces are impaired. If determined, signs may be needed on sidewalks to direct pedestrians around construction zone. Temporary stop and one-way signs may be needed until permanent signs are installed.

All signs, barricades, and barrels shall be in accordance with materials Specification M9.30.2 of MassDOT's "Standard Specifications for Highways and Bridges", 2022 Edition.

#### I. PROTECTION OF UTILITIES AND PROPERTY

The Contractor shall be responsible for maintenance and protection of all utilities and shall repair at her/his own expense any damage to such structures caused by her/his act or neglect, and shall leave them in as good condition as they were previous to the commencement of the work. In cases of damage to utilities caused by him resulting in an emergency, the Contractor shall promptly warn the Owner and shall, if requested, furnish laborers to work temporarily under the Owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town, Department or Company, which suffers the loss. The cost of such repairs shall be at the expense of the Contractor.

#### J. NOTICE TO OWNERS OF UTILITIES

When necessary, written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of her/his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations, and the Contractor shall at that time file a copy of such notice with the Engineer.

Before the Contractor begins any work or operations, which might damage any subsurface structures, he shall carefully locate all such structures and conduct her/his operations so as to avoid any damage to them. The following are the names and addresses of the utilities presumed to be affected, but the completeness of the list is not guaranteed:

Town of Arlington 51 Grove Street Arlington, MA. 02476 Town Engineer, Wayne A. Chouinard P.E. (781- 316- 3320)

Town of Arlington 51 Grove Street Arlington, Ma. 02476 Water/Sewer/Highway Operations Daniel Warren (781- 316 -3314) National Grid (Gas) 52 Second Ave Waltham, MA 02451 John J. Warchol (781-466-5099)

Verizon 285 Locust St #1 Bob Parks Woburn, MA 01801 (781-939-3562)

Eversource. One Nstar Way SW-340 Westwood, MA 02090 (617-541-7071)

## BID FORM #23-17

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for

## **Catch Basin Cleaning Services**

in accordance with the accompanying plans and specifications, subject to additions and deductions according to the terms of the specifications, at the prices indicated herein.

## See Attached Unit Price Bid Sheets

This bid includes addenda numbered \_\_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

The Town will award the contract to the lowest responsive and responsible bidder based upon the Year #1 quoted price in accordance with Mass. General Law Chapter 30B, Section 5.

- B. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and in a sum not less than fifty percent (50%) of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.
- C. The undersigned hereby certifies that s/he has carefully examined the bid and contract documents, established a thorough understanding of existing conditions, and has obtained sufficient information for executing the work of her/his bid and the work of all related trades.
- D. The undersigned further certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30, Section 39M, and all other applicable laws.
- E. The undersigned further certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

- F. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- G. The undersigned further certifies under the penalties of perjury that said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of Massachusetts General Laws, Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

DATE \_\_\_\_\_

(Name of General Bidder)
Signed
(Printed Name and Title of Signatory)
(Business Street Address)
(City, State, Zip Code)
/////
(Business Telephone/FAX)

(Business Email Address)

# UNIT PRICE BID SHEET

# YEAR #1 (2023)

	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
1.	SPRING CATCH BASIN CLEANING PROGRAM	3,600 Catch Basins	\$	\$
2.	FALL CATCH BASIN CLEANING PROGRAM	1,800 Catch Basins	\$	\$
TOTAL YEAR #1:				
*** Total value not to exceed \$100,000.00				

Select Type check one	CLAM SHELL	VACTOR	
TOTAL BID; in words and	numbers:		
			Dollars
		(\$	.00)

# UNIT PRICE BID SHEET

# YEAR #2 (2024)

	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
1.	SPRING CATCH BASIN CLEANING PROGRAM	1,800 Catch Basins	\$	\$
2.	FALL CATCH BASIN CLEANING PROGRAM	1,800 Catch Basins	\$	\$
TOTAL YEAR #2:				
*** Total value not to exceed \$75,000.00				

Select Type check one	CLAM SHELL	VACTOR	
TOTAL BID; in words and	numbers:		
			Dollars
		(\$	.00)

# UNIT PRICE BID SHEET

# YEAR #3 (2025)

	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
1.	SPRING CATCH BASIN CLEANING PROGRAM	1,800 Catch Basins	\$	\$
2.	FALL CATCH BASIN CLEANING PROGRAM	1,800 Catch Basins	\$	\$
TOTAL YEAR #3: \$				
*** Total value not to exceed \$75,000.00				

Select Type check one	CLAM SHELL	VACTOR	
TOTAL BID; in words and	numbers:		
			Dollars
		(\$	.00)

#### **BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

Please type or print legibly. If necessary, add additional sheets for starred items. This information will be utilized by the Town of Arlington for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of this contract. This form must be attached by the bidder to her/his completed bid form.

- 1. Firm name \_\_\_\_\_\_
- 2. Number of years bidder has done business under its present name
- \*3. Has the bidder ever failed to complete a contract awarded to her/him? \_\_\_\_YES \_\_\_\_NO

If yes, where and why\_\_\_\_\_

\*4. List <u>all</u> work the bidder has completed within the past 5 years that is comparable in scope, complexity and value to that of the work of this contract. Bidder must list a **minimum of three** such projects.

Project Name/Location	
Owner Name/Address	
Contract Value	Date Completed
Type of Work	
Contact Person	Telephone No
Project Name/Location	
Owner Name/Address	
Contract Value	Date Completed
Type of Work	
Contact Person	Telephone No

Town of Arlington	Bid #23-17
Project Name/Location	
Owner Name/Address	
	Date Completed
Type of Work	
Contact Person	Telephone No
Project Name/Location	
Owner Name/Address	
	Date Completed
Type of Work	
Contact Person	Telephone No
Project Name/Location	
Owner Name/Address	
Contract Value	Date Completed
Type of Work	
	Telephone No
Project Name/Location	
Owner Name/Address	
Contract Value	Date Completed
Type of Work	
Contact Person	Telephone No

## **CERTIFICATE OF NON-COLLUSION**

(submit as attachment to completed bid form)

The undersigned certifies under the penalties of perjury that this bid is in all respects bond fide, fair and made without collusion or fraud with any other person. As used herein, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Name of Individual Authorized to Sign (Print or Type)

Authorized Signature

Legal Name of Business Entity (Print or Type)

# PREVAILING WAGE SHEETS

To be issued as an addendum.