

PROJECT MANUAL
2023 CATCH BASIN AND PIPE CLEANING BID
FOR
HYDE PARK HIGHWAY DEPARTMENT

PREPARED FOR:

**TOWN OF HYDE PARK
TOWN HALL
4383 ALBANY POST ROAD
HYDE PARK, NY 12538**

CONTRACT BID PACKAGE

CPL# 60085.00

November 2022

PREPARED BY:

**CPL
26 IBM Road
Poughkeepsie, NY 12601**

NOTICE TO BIDDERS

The Town Board of the Town of Hyde Park requests sealed bids for the following 2023 Contractual Services for the Town's Highway Department:

BASIN & PIPE CLEANING (prevailing wages)

All bids must be on Highway Bid Forms, which will be available at the Highway Garage, Route 9-G, Hyde Park, New York, 12538, on or after Monday, November 21, 2022, during normal operating hours 7:00 AM to 2:30 PM, Monday through Friday. Sealed bids shall be presented at the Office of the Town Clerk no later than 10:00 AM on Tuesday, December 06, 2022 at which time said sealed bids shall be publicly opened and read aloud.

The Town reserves the right to reject any and all bids.

DATED: NOVEMBER 15, 2022
Hyde Park, New York
Donna McGrogan
Town Clerk

INSTRUCTIONS TO BIDDERS

1. Components of Bid Package

Contained herein are the components of the bid package for the 2023 Catch Basin and Pipe Cleaning Bid. All bidders will take notice, review and complete these components in order to offer a bid for the work.

The components of the bid are:

- Instructions to Bidders
- Bid Form
- Certification of Non-Collusion by Bidder
- Contract Agreement
- Contract General Conditions

2. Scope of Work

- (a) Provide labor, operator and vector jet rodder truck for selected catch basin and pipe cleaning in accordance with the bid form.
- (b) The quantity of catch basin cleaning is on an as needed basis as approved by the Town Highway Superintendent.
- (c) The work will be during the normal Town Highway Department's 7:00AM – 3:30PM work hours. Emergency work after normal work hours will be billed at no more than 1.5 times the normal hourly rate.
- (d) All hourly rates for laborers and equipment shall include the use of support tools to perform the work.
- (e) **Hourly rates are based on NYS Prevailing Wage rates in accordance with Section 220 of the Labor Law, or provide proof of exemption issued by the Labor Department. Hourly rates shall include salary, fringe benefits and any other items required by Section 220 of the Labor Law.**
- (f) At the sole discretion of the Town Highway Superintendent, the Town may provide all traffic control devices including flag persons.
- (g) Scheduling of the work will be mutually coordinated between the contractor and the Town Highway Superintendent.
- (h) Billing for travel time to the jobsite will not be allowed.

3. Bid Award

The Town shall consider both the hourly rate pricing and the qualifications of the bid

4. Qualifications of Bidders

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will promote the public interest. In order to assist the Town in determining whether the apparent low bidder meets this standard, the Town reserves the right to require the apparent low bidder to submit the following:

To furnish the Town within 5 calendar days from the date of the request, a statement containing the following:

- (a) a description (including project name, location and owner) of any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five (5) years,
- (b) a current detailed financial statement showing assets (including a list of equipment owned by the bidder), liabilities and net worth, net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three (3) years,
- (c) a list of the officers and principals of the bidder's legal entity, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,
- (d) a list of the number of full time personnel of the bidder and a description of the construction experience of the bidder's principals and supervisory personnel,
- (e) a description of any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved with in the previous three (3) years, including a list of project names, locations and owner,
- (f) a list and description of all contracts completed by the bidder within the previous three (3) years,
- (g) a list of at least three (3) project references (including project names, locations, owners, contact persons and telephone numbers) which included work similar in scope, complexity, and construction value as this proposed project, and
- (h) a list and description of the status of all uncompleted contracts of the bidder.

The Town reserves the right to consider the bidders prior record in performing work for the Town of Hyde Park in determining if the bidder is the

lowest qualified bidder.

5. Preparation of Bids

Prepare the bid on the official Bid Form included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature.

BID FORM

TO: The Town Board of the Town of Hyde Park

In compliance with your Notice to Contractors, published in the Poughkeepsie Journal, Empire Bid net, and Town Website the undersigned, _____ proposes and agrees as follows:

1. To furnish all the labor and equipment for the 2022 Catch Basin and Pipe Cleaning Bid as specified in the contract documents.
2. To complete all the work as specified, on which this bid is based, after the contract is awarded by resolution of the Town Board.
3. To furnish the Town within 5 calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a statement of qualifications as described in Section 1 of Instructions to Bidders.
4. To enter into a contract within ten (10) calendar days from the date of acceptance of this bid.

In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the scope of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done. He/she has examined the specifications for the work and the contractual documents relating thereto, has read all special provisions furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.

BID PRICES

- A. Vactor Truck with operator
- Hourly Rate \$ _____
- 8 Hour Rate \$ _____
- Number owned _____
- B. Laborer
- Hourly Rate \$ _____
- 8 Hour Rate \$ _____
- C. Flag-person
- Hourly Rate \$ _____
- 8 Hour Rate \$ _____

Dated: _____, 2022

SIGN BID HERE

Authorized Signature

Title

Print Name

Legal Company Name

Address

City, State, Zip

Telephone No.

Federal I.D. #

Other documents to be submitted with Bid:

- Certification of Non-Collusion
- Insurance Certificate and Indemnification.

CERTIFICATION OF NON-COLLUSION BY BIDDER

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor, before the time of the bid opening.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Town Clerk of the Municipality to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items or other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation/partnership/individual.

State of NEW YORK)
County of _____)

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

(officer's/partner's/ individual's) name printed

(officer's/partner's/individual's) signature

Notary Public

(Corp./Partnership/Individual) name printed

(Corp./Partnership/Individual) signature

TOWN BOARD
TOWN OF HYDE PARK
CONTRACT AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____, in the year Two Thousand and Twenty Two (2022), by and between the Town Board, Town of Hyde Park and _____, Contractor,

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Town Board, Town of Hyde Park, New York agrees to pay the Contractor per the hourly rates in the Catch Basin and Pipe Cleaning Bid based on work authorized in writing by the Town Highway Superintendent.

The Contractor will furnish all equipment and labor necessary to perform the work as described within the project manual as prepared for the Town Board, Town of Hyde Park by Clark Patterson and Lee (CPL)

Included in this Contract are all supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workerlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in project manual.

The Contractor acknowledges that they will comply with the following requirements:

- 1. Labor Law Section 220-e, Executive Law Sections 291-299 and Civil Rights Law prohibiting discrimination and providing equal opportunity**
- 2. Labor Law Section 222-a (affirmative action)**
- 3. Labor Law Section 222 (prevention of dust hazard)**
- 4. Labor Law Section 220(2)- 8 hour workday**

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she has read and is aware, cognizant, and knowledgeable of the contents of all bid documents and the contract documents and he agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes.

Applications for payments will be submitted to, reviewed, and approved by the Town Superintendent of Highways.

(Corporate Seal if applicable)

(Officer's/Partner's/Individual's) signature

(Officer's/Partner's/Individual's) name printed

(Corporation/Partnership/Individual)name printed

STATE of _____)

COUNTY of _____) ss:

On this _____ day of _____, 20____.
before me personally came _____ to me known
and _____ known to me to be the person described in and who executed the foregoing
instrument, and he/she duly acknowledged that he/she executed the same.

Notary Public, _____ County

No. _____ Term Expires _____

Town Board, Town of Hyde Park (Owner)

Attest By: _____

Signature

Name (printed)

Title (printed)

CONTRACT GENERAL CONDITIONS

1.0 PAYMENT

- a. Payment requests shall be made on a form approved by the Town Superintendent of Highways and shall be submitted by the first business day of the month in which payment is scheduled to be made. Payment requests shall be approved, changed or rejected by the Town Superintendent of Highways at least three (3) days prior to the date upon which payment is scheduled to be approved by the Town Board. Delays in payment due to disagreement between the Town Superintendent of Highways and Contractor about the work performed, shall be borne by the Contractor. It is also the burden of the Contractor to obtain agreement from the Town Superintendent of Highways or to be satisfied with his estimate.
- b. Certified payrolls shall be submitted with each payment request. The contractor shall certify that NYS Prevailing Wages have been paid to each worker on the project.

2.0 INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance policies with the following insurance coverages. The insurance should be from an insurer that has an A.M. Best Rating of "A" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
3. Statutory Workers Compensation and employer's liability coverage for all employees, including corporate officers and sole proprietors.
4. Umbrella/Excess Liability with a limit of not less than \$2,000,000 per occurrence/aggregate

The Town of Hyde Park is to be included as an additional insured on a primary, non-contributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for items 1 and 4.

All policies required by this paragraph shall include a waiver of subrogation in favor of the Town of Hyde Park.

All policies and certificates of insurance shall expressly provide that the Town of Hyde Park

must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

NOTE: THE FOLLOWING INDEMNIFICATION STATEMENT IS REQUIRED TO BE COMPLETED AND SIGNED WITH THE BID SUBMISSION

Indemnification

INDEMNIFICATION AGREEMENT ("Agreement") dated as of the ____ day of _____, 20__, (the "Effective Date") by and between the Town of Hyde Park with a principal business address at 4383 Albany Post Road, Hyde Park NY 12538, (the "Owner") and _____ with a principal business address at _____ (the "Contractor"), attached to and forming a part of the contract between Owner and the Contractor with respect to the project and/or site located at the Hyde Park Highway Department In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and Contractor agree as follows:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner and each of its officers, directors, shareholders, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorneys' fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the Contractor, its employees, agents or subcontractors in connection with any work or services performed on behalf of the Owner.

In the event any provision of this Agreement is held to be unenforceable or voidable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provisions as similar in terms as may be enforceable under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Town of Hyde Park

Contractor

Print name: _____	Firm Name: _____
Sign name: _____	Print name: _____
Title: _____	Sign name: _____
	Title: _____

PLEASE NOTIFY YOUR INSURANCE COMPANY OF THE ABOVE.

3.0 INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the Town and the Town Superintendent of Highways and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property

(other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or the Town Superintendent of Highways or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this paragraph shall not extend to the liability of the Town Superintendent of Highways, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications, or (2) the giving of or the failure to give directions or instructions by the Town Superintendent of Highways, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

PREVAILING WAGE RATES

Prevailing Rate Case Number (PRC# 2022012808 – Hyde Park Highway Catch Basin and Pipe Cleaning Bid has been assigned to the project.

To access the PDF file of your schedule, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1541380> or copy and paste into your browser