

**EAST GOSHEN TOWNSHIP
SEWER CLEANING AND TELEVISIONING BID**

2021

INSTRUCTIONS TO BIDDERS

1. **SCOPE OF WORK:** The work to be performed shall consist of the cleaning and televising approximately 20,000 linear feet (LF) of sanitary sewer pipe of various sizes. On and off road.

2. **SPECIFICATIONS AND DOCUMENTS:** Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work assume all risks, whether or not patent, latent, known, hidden or foreseeable.

3. **TOWNSHIP RESPONSIBILITIES:**

A. Water for cleaning will be supplied by the Township.

4. **CONTRACTORS SCOPE OF WORK AND OBLIGATIONS:**

A. The contractor shall clean and televise the following sewer pipes which are either plastic or concrete.

+ - 15,000 LF of 8" pipe.

+ - 5,000 LF of 21" pipe

B. All worked performed will be in accordance with **OSHA Requirements**. **There will be no exceptions.**

C. The contractor will supply CD's and a thumb drive and written report of all pipe televised.

E. The Township will call as needed.

F. Some of the sewer pipe and/or manholes are not located on paved roads, so the contractor will be required to go off road with their equipment.

G. The contractor is solely responsible for the repair and restoration of any damage to yards or other areas in the event they have to go off of the road.

5. **WORKMEN'S COMPENSATION INSURANCE:** The contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract, and before starting work on the contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Township. **The affidavit accepting the provisions of the Pennsylvania Workmen's Compensation Act of 1915 shall be submitted within fourteen (14) days after notification of award of the contract.**

6. LIABILITY INSURANCE: The contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

A. General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

B. Automotive liability insurance for bodily injury and property damage in the amount of \$500,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall, inter alia, **NAME THE Township AS AN ADDITIONAL NAMED INSURED** and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the contractor in the performance of this contract, whether such obligation is controlled by the contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgment, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

C. CANCELLATION OF INSURANCE: Each and every policy of insurance maintained in accordance with the terms of these specifications or the contracts entered hereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

D. A certificate of insurance depicting the aforementioned coverage limits and naming the Township as additional insured shall be submitted within fourteen (14) days after notification of award of the contract.

7. HOLD HARMLESS PROVISION: The contractor will indemnify and save harmless the TOWNSHIP and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

8. BONDS:

A. Bid Bond **A Bid bond is not required.**

B. Performance Bond The successful bidder will be required to obtain and post a performance bond in the amount of 50% of the contract amount. The performance bond shall be in a form acceptable to the Township. **The performance bond shall be submitted within fourteen (14) days after notification of the award of the contract.**

9. FORM OF BID: All bids must be on the form provided by the Township. A bidder may not withdraw his bid for a period of ninety (90) days after the bid opening.

10. BID AWARD: The selection of the low bidder shall be at the sole discretion of the Board of Supervisors. The Board of Supervisors of East Goshen Township specifically reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

11. NOTICE TO PROCEED: Upon receipt of the required affidavit of Workmen's Comp, performance bond, and certificate of insurance, a notice to proceed shall be issued by the Township.

12. COMPLETION: All cleaning and televising shall be completed within ninety (90) calendar days of the notice to proceed.

13. PAYMENTS: The contractor may submit for progress payments monthly. The contractor shall be paid on a per foot basis for the cleaning and televising. Payments will be approved and made at the first regularly scheduled Board of Supervisors meeting after receipt of the invoice.

14. TERM OF CONTRACT: The term of the contract shall be for a period of three (3) years commencing on January 1, 2022 and ending on January 1, 2025. All costs will be increased by a percentage equal to the change in Consumer Price Index US City Average for All Urban Consumers (CPI-U) for the twelve month period ending in January 2022, 2023, 2024.

EAST GOSHEN TOWNSHIP PROPOSAL FORM

Submitted by (please print or type):

Date _____

Firm Name _____

Address _____

Contact Person _____

Telephone _____

Fax _____

E-Mail _____

This proposal is submitted in accordance with your advertisement inviting bids to be received by East Goshen Township at the Township Building, 1580 Paoli Pike, West Chester, PA, 19380, until 10:00 A.M. on December 27, 2021, for the cleaning and televising of sanitary sewer lines.

After examining all parts of this project for cleaning and televising sanitary sewer line, we have read and understand the specifications as set forth in the Instructions to Bidders, and hereby propose to furnish said services in strict accordance with all specifications for the sums indicated, and the undersigned herein agrees to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the above-mentioned contract, in accordance with said contract documents to the satisfaction and acceptance of the Township, for the sum as stated below.

In submitting this proposal, it is understood that it is the right of the Township to reject any and all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he or it possesses the necessary skill required to determine the adequacy of the Township's bid specifications for the purpose of arriving at the contract price, and that he has exercised this skill and that he finds them fit and sufficient for the purpose intended and free from ambiguities, and also has carefully examined the Instructions to Bidders and other Contract Documents and the site of the

work, and from his own investigations, has satisfied himself as to the nature and location of the work, the character of the work to be encountered, the equipment and other facilities needed for the performance of the work, the general and local conditions, and other matters which may in any way affect the work or its performance and that he has complied with every requirement of this invitation.

Attest:

(Printed or typewritten name of person executing proposal form)

SCHEDULE OF PRICES – All Quantities Are Estimated

Cleaning (pipe in the paved roadway and off road)

8” pipe price per foot _____ x 15,000 LF = _____

21” pipe price per foot _____ x 5,000 LF = _____

Televising (pipe in the paved roadway and off road)

8” pipe price per foot _____ x 15,000 LF = _____

21” pipe price per foot _____ x 5,000 LF = _____

Point Repair (minimum of 4’ repair)

8” x 4’ point repair unit cost _____

Total Contract Price _____

AGREEMENT BETWEEN EAST GOSHEN TOWNSHIP AND CONTRACTOR

THIS AGREEMENT, made the _____ day of _____, in the year 2022 by and between

_____ hereinafter called the CONTRACTOR, and East Goshen Township, Chester County, Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named, agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the materials, equipment and labor for the cleaning and televising of sanitary sewer lines in accordance with the Contract Documents.

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the performance of the contract, at the first regularly scheduled meeting of the Board of Supervisors after receipt of the invoice.

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following enumerated documents form the contract and they are as fully a part of the contract as if attached hereto and are termed the Contract Documents: Notice to Bidders, Instructions to Bidders, Performance Bond, Affidavit of Workmen’s Compensation Act, and Addenda (if any)

ARTICLE 4 - COMMENCEMENT TIME: The CONTRACTOR hereby agrees to commence work under this contract on _____ 2022.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

BOARD OF SUPERVISORS

Township Secretary

CONTRACTOR

Witness

Title

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

:ss

:

AFFIDAVIT

ACCEPTING THE PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

being first duly sworn, deposes and says that he resides at

and that he is the _____

of _____

who submitted the foregoing proposal or bid; and that he or it has accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments and have insured their liability hereunder in accordance with the terms of said act with

(Surety Company)

Sworn to and subscribed by me

this _____ day of _____ 2022

Notary Public