

LEGAL NOTICE

TOWN OF BRANFORD SEPTIC TANK PUMP OUT SERVICES

Sealed proposals will be received in the Finance Office, Branford Town Hall, 1019 Main Street, Branford, CT. 06405, for septic tank pump out services from July 1, 2010 through June 30, 2011

The Request for Proposal may be obtained in the Finance Office or on the Town of Branford Website at www.branford-ct.gov.

Proposals will be received until Thursday, June 10, 2010 at 11:00 a.m. and opened publicly at 12:00 p.m. in the Finance Office.

Anna DelRosso
Purchasing Clerk

**TOWN OF BRANFORD
WATER POLLUTION CONTROL DEPARTMENT
75 BLOCK ISLAND ROAD
BRANFORD, CT 06405
203-488-3125
FAX-203-315-5278**

SPECIFICATIONS FOR PUMP OUT SEWER CONTRACTOR

HOMEOWNER RESPONSIBILITY

The homeowner will purchase a pump-out permit from the Town Engineer's Office and follow the rules on the permit. The homeowner will call the Town's designated pump-out contractor when the system is ready to be pumped and give them the permit number and address to be pumped. The homeowner is allowed one pump-out per calendar year.

CONTRACTOR RESPONSIBILITY

The designated pump-out contractor will provide one pump-out per property. The homeowner will call the contractor when the system is ready to be pumped out. Contractor must have hard copy of permit prior to pump-out. The pump-out will be provided by the designated pump-out contractor to the homeowner within one week of the call for a pump-out. When the pump-out is completed, the designated Contractor will leave a form provided by the Town of Branford stating that the pump-out has been completed.

The Town designated pump-out contractor is responsible for any damage caused during the pump-out. The designated pump-out contractor is also responsible for the clean up and removal of any septage spill caused during the pump-out.

The Town designated pump-out contractor will dump all septage from pump-outs at the Town of Branford Wastewater Treatment Plant, located at 75 Block Island Road, Branford, CT., between the hours of 7:00 a.m. and 3:00 p.m., Monday thru Friday, excluding holidays.

At time of dumping the Town designated pump-out contractor will log in the address of the house or houses that were pumped, along with the Permit number and Gallon amount of septic, on a form at the Wastewater Pollution Control Facility office.

The Town of Branford will perform periodic spot inspection of pump outs.

The Town designated pump-out contractor shall be paid on a completed per pump-out basis. For payment purposes a property with two tanks requiring two permits shall be considered as one pump-out. The Town designated pump-out contractor will provide the Town with a Certificate of Insurance.

The duration of the contract will be from July 1, 2010 to June 30, 2011.

Residential holding tanks shall continue to be pumped by the Town of Branford, unless otherwise specified.

The Town of Branford may terminate the designated pump-out contractor for failure to follow these specifications or unsatisfactory performance by giving seven (7) days notice by certified mail.

The Town designated pump-out contractor will notify the Treatment Plant in writing, within three (3) days of anything unusual found during the pump out. ie: Broken baffle, bleed back, etc.

The Town of Branford further reserves the right to award the contract to the bidder which is in the best interest of the Town of Branford. In accord with the Purchasing Ordinance of the Town of Branford.

SEPTIC TANK PUMP OUT REGULATION

BE IT RESOLVED THAT the regulations enacted by the Board of Selectmen of the Town of Branford effective August 1, 1992 in accordance with Chapter 204 of the Municipal Code of the Town of Branford pertaining to septic tank pump out services are hereby amended by the Water Pollution Control Authority (WPCA) of the Town of Branford as authorized by Chapter 204 and Section 7-247 of the Connecticut General Statutes by deleting the present Regulations and replacing them as follows:

1. A permit shall be issued by the Town Engineer or his/her authorized agent for the pump out of the contents of a septic tank located on residential property within the terms of these regulations hereinafter set forth, upon the payment by the property owner of a permit fee of twenty-five dollars to the Town Engineer. (\$25).
2. The permit provided shall be in quadruplicate form and is to be signed by the property owner, Town Engineer or his/her duly authorized agent. One copy is to be retained by the Engineering Department and one copy is to be retained by the Treatment Plant superintendent. The other copies shall be retained by the owner with one copy given to the contractor at the time of pump out service.
3. Each residential property owner within the Town but outside of the sewered area shall be entitled to a pump out when considered necessary by East Shore District Health Department. Each such pump out for a septic tank shall be limited to a maximum of 1,500 gallons of discharge. Unless otherwise authorized by the East Shore District Health Department, each property shall be entitled to no more than one (1) pump out per septic tank every three (3) years.
4. Each property owner shall locate and remove earth from his/her septic tank cover prior to the arrival of the pump out truck.
5. Pump out service shall be limited to any septic tank not more than 100 feet from the road.
6. All provisions of Chapter 204 of the Municipal Code of the town of Branford are hereby incorporated by reference herein and made part hereof.
7. Nothing herein contained shall be construed to regulate the terms of private agreements between property owners and pump out operators where no cost is borne by the Town.
8. Any independent operator must obtain a permit as stated in paragraph number one hereof if the contents originated outside of the sewered area and are to be deposited in the Town sewer system.
9. These regulations shall supersede any previously enacted by the Board of Selectmen.

Dated at Branford, Connecticut, this 9th day of December 2008.

TOWN OF BRANFORD

Bid Proposal Sheet

BID PROPOSAL FOR: **Septic Tank Pump Out Services**

WE HEREBY PROPOSE TO FURNISH ALL LABOR AND MATERIAL REQUIRED
FOR: **Pumping out Residence Septic Tanks from 7/01/10 though 6/30/11**
IN ACCORDANCE WITH THE INSTRUCTION TO BIDDERS AND
SPECIFICATIONS.

WE HAVE VISITED THE SITE AND EXAMINED ALL CONDITIONS AFFECTING
THE WORK.

WE HEREBY PROPOSE TO FURNISH ALL LABOR AND MATERIALS
REQUIRED BY THE CONTRACT DOCUMENTS AS FOLLOWS:

TOTAL PRICE: _____ PER: **Pump Out**

DATE(S) OF DELIVERY / INSTALLATION: _____ N/A _____

COMPANY NAME: _____

COMPANY
ADDRESS: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____ TITLE: _____

BID BOND REQUIRED YES **NO** IF YES _____

BID BOND ENCLOSED (IF REQUIRED) YES **NO**

PERFORMANCE BOND REQUIRED YES **NO** IF YES _____

TOWN OF BRANFORD

OFFICE OF THE TREASUER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

General Requirements for Bidding and Instructions to Bidders

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/09
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for 60 days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond **See Bid Proposal Sheet*

1. A certified check or bank draft made payable to the "Treasurer, Town of Branford", or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid opening.

E. Performance Bond **See Bid Proposal Sheet*

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) copies of the proposal sheet entitled "Bid Proposal".
2. Each bid proposal must be signed by an authorized agent of the bidder.
3. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

The contractor, following award of the contract, may be required to furnish to the Town of Branford a Certificate of Insurance for the following coverage:

1. Comprehensive General Liability
2. Property Liability Insurance
3. Automobile Liability **
4. Workmen's Compensation and Employees Liability**
5. Professional Liability

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of insurance unless otherwise specified shall be as follows:

A. General Liability

Combined single limit of \$1,000,000; Bodily Injury \$500,000 per occurrence; Property Damage \$500,000 per occurrence. The insurance carried by the bidder shall include the following coverage:

1. Comprehensive Form
2. Premises Operations
3. Products Completed Operations
4. Contractual – Hold Harmless Requirements**
5. Independent Contractors
6. Broad Form Property Damage
7. Personal Injury

B. Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation

arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

C. Automobile Liability

Combined single limit of \$1,000,000; Bodily Injury \$500,000 per person/accident; Property Damage \$500,000 per accident.

Comprehensive automobile policy to cover all automobile or vehicles owned, hired or owned by contractor's employees and used on business.

D. Workers' Compensation

The contractor must have workers' compensation and liability insurance as provided by Connecticut and federal law with statutory limits of \$100,000 per accident, \$100,000 disease each employee and \$500,000 disease policy limit

The contract shall procure and pay for the insurance coverage described above with the minimum limits of liability as stated. The Certification of Insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of Branford shall be named as an additional insured on the General Liability Insurance Policy. All policies shall provide for sixty (60) days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with the State of Connecticut Public Act Section 86-87, "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects and State Licenses".