



# THE MATTABASSETT DISTRICT

**APRIL 12, 2021**

**BID DOCUMENTS  
AND  
SPECIAL PROVISIONS**

**FO7**

**ASH LAGOON CLEANING PROJECT  
BID CONTRACT NO. 2021-22**

**BID DUE: Thursday, May 13, 2021 at 2:00 pm.**

**THE MATTABASSETT DISTRICT**

## **INVITATION TO BID- Bid Contract 2021-22**

**April 12, 2021**

Sealed Bids will be received at the office of the Executive Director of The Mattabassett District Water Pollution Control Facility, Cromwell, Connecticut, until **2:00 PM on Thursday, May 13, 2021**, for:

### **ASH LAGOON CLEANING PROJECT**

This bid includes furnishing of materials, labor, equipment, and supplies necessary for the:

- Dredging and Cleaning of The District's North Ash Lagoon (Estimate up to 5,500 cy)
- Transporting ash material to the District's Ash Landfill located in Berlin, CT
- Depositing and grading throughout the entire project, ash material at the District's Ash Landfill located in Berlin, CT
- Work to be completed by Monday, September 6, 2021

A mandatory Pre-Bid Conference and site visit will be held in the Administration Building of the Mattabassett District on **Thursday, April 29, 2021, at 10 AM.**

The bid forms, contract terms, and specifications are available at The Mattabassett District's offices, 245 Main Street, Cromwell, Connecticut, and are also available electronically on our website at [www.mattabassettdistrict.org](http://www.mattabassettdistrict.org) Questions regarding this bid may be directed to Mrs. Melissa Lancia, Office Supervisor at 860-635-5550, extension 200.

The Board of Directors of The Mattabassett District reserves the right to reject any or all bids; to accept any bid, all in its sole discretion, and to withdraw this invitation to bid at any time before or after the bids are opened. Bids will not be received after the stated bid due opening date and time. Bids submitted cannot be faxed or sent by email and will not be considered.

By order of The Mattabassett District

Arthur G. Simonian, P.E.  
Executive Director

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**THE MATTABASSETT DISTRICT  
BID PROPOSAL FOR**

**LAGOON CLEANING PROJECT  
BID CONTRACT NO. 2021-22**

The undersigned hereby proposes to furnish The Mattabasset District, located at 245 Main Street, Cromwell, Connecticut, with ash lagoon cleaning services in accordance with the following:

Contractor to provide all necessary labor, material, and equipment to clean The District's North ash lagoon in accordance with the specified scope of work for the following lump sum price:

- |  |          |      |
|--|----------|------|
| 1. Price North Ash Lagoon Cleaning<br>(Estimate up to to 5,500 cy) | \$ _____ | (LS) |
| 2. Price Erosion Control Matting                                   | \$ _____ | (LS) |
| 3. Total Price   | \$ _____ | (LS) |

**The undersigned has attached the following information to this Bid Proposal (The Mattabasset District reserves the right to award the Contract to the bidder that fully provides the following with the Bid).**

1. A list of equipment (type and quantity) to be used to perform the work under this project.
2. Estimate of **daily** truck loads that will be transported to the ash landfill.
3. Project schedule including estimate of number of days to perform the work under this project.
4. Written plan and tasks to perform each task for the required work at the lagoon and landfill; including dust control, truck loading/unloading, daily cleaning of spilled ash material on plant grounds and during transport to the landfill, and landfill material placement and stabilization. The written plan and tasks to be performed shall also include a wet-weather site protection plan to minimize ash material runoff, consistent with information provided on page 35, in the **NOTICE TO CONTRACTOR**, and as follows:

**Included with the bid, the contractor shall ALSO submit a plan consistent with the information included in the **NOTICE TO CONTACTOR SECTION OF THESE SPECIAL PROVISIONS**,**

addressing landfilling the ash and protecting the landfilled ash during wet-weather events. Please note the District **may disqualify** the bid based on incomplete information or insufficient plan provided with respect to tasks to be performed particularly with respect to placed ash that is not protected and stabilized posing a potential sediment erosion situation during and following a wet-weather event. In particular, the Contractor shall address/include means and methods for landfilling the ash material during both dry and wet weather events and how material placed and stabilized will be protected during wet-weather events. The plan shall address and include how the ash will be managed from the time it is removed from the lagoon to the time it is placed and stabilized at the landfill, including how the landfilled-ash and access roads will be protected during wet-weather events and stabilized such that it does not erode. The plan shall also include and address daily dust control and sediment erosion control measures, as well as other task used to minimize ash deposits on both plant grounds, and during transport (to and from) the ash landfill.

5. Qualifications of project manager and superintendent.

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_  
ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_

The undersigned agrees to commence WORK under this CONTRACT following The District's Notice to Proceed, and to fully complete the WORK in strict accordance with the CONTRACT DOCUMENTS **within sixty-two (62) calendar days from Monday, July 5, 2021, or no later than Monday, September 6, 2021.** As liquidated damages, the undersigned further agrees to pay the sum of one thousand dollars (\$1,000.00) FOR EACH CONSECUTIVE CALENDAR DAY FOLLOWING THE COMPLETION DATE THEREAFTER THAT THE WORK IS NOT FULLY COMPLETED AS DEFINED IN THE CONTRACT DOCUMENTS. The undersigned acknowledges that liquidated damages shall be reduced to \$100 per day after the ash lagoon is cleaned and placed back into service. The bid price fully reflects consideration of the time requirements contained herein and the extra costs associated with overtime, site conditions, weather, and availability of equipment and material that may be required to complete the CONTRACT within the time requirements contained herein.

The Mattabassett District reserves the right to award the Contract based on the cost for the ash lagoon cleaning line item #1 or The Total Price line item #3, whichever is determined to be in the best interest of the District.

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Business Telephone

---

Business Fax

---

Bidder's Signature

---

Print Name

---

Title

---

Date

---

Attest

---

## BIDDERS QUALIFICATIONS STATEMENT

The Bidder shall answer all of the following questions, as part of the BID, so that The District can judge the Bidder's ability, experience, and facilities for providing the proposed services. Attach additional sheets to this page if necessary. Indicate here how many additional pages are attached: \_\_\_\_\_ pages.

1. Name of the Bidder : \_\_\_\_\_
2. Tax Identification Number: \_\_\_\_\_
3. What year was the company organized/formed? \_\_\_\_\_
4. How many years have you been engaged in business under the present firm or trade name?  
\_\_\_\_\_
5. How many years have you been providing the equipment or service required in this Bid?\_\_  
\_\_\_\_\_
6. Does your company comply with the Immigration and Nationality Act regulations and do you employ only properly documented workers? \_\_\_\_\_
7. List in the spaces provided below, up to three (3) references that your present organization currently (or within the past two years) has performed similar work.

Company Name	Contact Name	Phone Number	Nature of Work



8. List in the spaces provided below, up to FIVE (5) of your most recent similar projects that your present organization has completed within the past FIVE (5) years or are presently working on:

<b>Project #1</b>
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

<b>Project #2</b>
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

<b>Project #3</b>
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

<b>Project #4</b>
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

<b>Project #5</b>
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

9. What is the general character or type of work you perform? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10. Have you ever failed to complete any contracted work? \_\_\_\_\_ If yes, explain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Have you ever defaulted on a contract? \_\_\_\_\_ Have you ever had a contract with a government agency terminated? \_\_\_\_\_ if yes, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12. Have you ever been sued? \_\_\_\_\_ if yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List the name(s) of the banks and/or financial institutions used for business and reference purposes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, received any criminal convictions related to the injury or death of any employee?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Have you or any company official received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. List any administrative actions either pending review by the state or determination that the state has made within the last 3 years regarding your company or any of your company's officers, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal,

administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the Department of Consumer Protection, the Department of Energy & Environmental Protection, etc. Detail this information on a separate sheet of paper if necessary. (*Attach additional sheets, if necessary.*)

I hereby certify under penalty of false statement that all the information supplied is complete and true.

---

Signature

---

Date

---

Title

**AFFIRMATION OF BIDDER**

I, \_\_\_\_\_ being duly authorized representative of \_\_\_\_\_ hereby certify as follows:

1. \_\_\_\_\_ (Bidder) agrees to be bound by all the terms and conditions included in the ITB for Bid Contract No. 2021-22 Ash Lagoon Cleaning Project dated April 12, 2021.

2. If selected, \_\_\_\_\_ further agrees to sign and execute a contract with The Mattabassett District in the form provided by the District, containing all of the District's terms and conditions ( see Agreement included with this ITB) and to sign and execute all the District's require affidavits and certifications which are required at the time of contracting.

3. The authority for the undersigned to bind \_\_\_\_\_ (bidder) is appended.

Signature of authorized person \_\_\_\_\_

Date executed \_\_\_\_\_

Print name of authorized person \_\_\_\_\_

Title of Authorized Person \_\_\_\_\_

**End of Bid Proposal**

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_ hereinafter called "Principal", and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto THE MATTABASSETT DISTRICT, as Owner, in the penal sum of FIVE (5.00%) PERCENT of the Total Bid included herewith, for the payment of which, well and truly to be made, we hereby bind ourselves, our respective successors and assigns, heirs, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal has submitted to THE MATTABASSETT DISTRICT, a certain BID, attached hereto and hereby made a part hereof to enter into a written Contract for the **ASH LAGOON CLEANING PROJECT - BID CONTRACT NO. 2021-22**, at The Mattabassett District's Wastewater Treatment Facility, in Cromwell, Connecticut.

NOW THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall, within the time stipulate execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said Contract, and for the payment for labor and materials, and the required Certificates of Insurance, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal sum of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way diminished, impaired or affected by any extension of the time within which the OWNER may accept such BID, or

execute and deliver a Contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and affixed their seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

(Signed) \_\_\_\_\_  
Principal

(Signed) \_\_\_\_\_  
Surety

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_ (Title)

My Commission expires \_\_\_\_\_ 20\_\_

**ACKNOWLEDGMENT OF SURETY COMPANY**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

City of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known to be person named in the  
above instrument and who after being by me duly sworn, did depose and say he  
resides in \_\_\_\_\_, that he is the \_\_\_\_\_  
\_\_\_\_\_ of the corporation described in which is executed the above instrument;  
that he knows the seal of said corporation that the seal affixed to said instrument  
is such corporate seal, that it was so affixed pursuant to a resolution of the board  
of directors of said corporation, and that he signed his name by like order.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the Power-of-Attorney of the Surety Company's attorney-in-fact, authorized to act within the State of Connecticut).

\_\_\_\_\_  
(The following to be completed by The District upon acceptance of bid by Owner)

The foregoing bond and sureties are hereby approved.

Dated, \_\_\_\_\_, Connecticut \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Council for The District  
\_\_\_\_\_



# AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, herein after called the "CONTRACTOR", and THE MATTABASSETT DISTRICT, hereinafter called the "DISTRICT".

WITNESSETH, that the CONTRACTOR and the DISTRICT for \_\_\_\_\_ (\_\_\_\_\_) and considerations stated herein mutually agree as follows:

## ARTICLE 1 - STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services (including utility and transportation services), and perform and complete, in an efficient and workmanlike manner, all work required for the **ASH LAGOON CLEANING PROJECT- BID CONTRACT NO. 2021-22**, in accordance with the Contract Documents prepared for the DISTRICT (the "WORK").

## ARTICLE 2 - CONTRACT AMOUNT

The DISTRICT will pay the CONTRACTOR for the performance of the Contract in current funds for the work performed at the price stipulated in the Bid.

## ARTICLE 3 - CONTRACT

The Contract Documents (sometimes referred to as the "CONTRACT") are incorporated herein and shall consist of the following:

- |                                |   |
|--------------------------------|---|
| a. This AGREEMENT              | f. Technical Specifications   |
| b. Invitation to Bid           | g. Appendices A through D   |
| c. Signed Copy of Bid Proposal | h. Notice of Award  |
| d. Addenda                     | i. Notice to Proceed  |
| e. General Stipulations        | j. Surety, Performance Bond, Labor & Material Payment Bond, Non-Collusion Affidavit |

The CONTRACTOR acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the WORK, and include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the WORK in accordance with all applicable laws, codes, and professional standards. In addition, if the CONTRACTOR performs any activity and if it knows or

should have known that any of the Contract Documents contain a recognized error, inconsistency, or omission, the CONTRACTOR shall be responsible for such activity performance and shall bear the cost for correction thereof.

#### ARTICLE 4 - RIGHT OF THE DISTRICT TO TERMINATE CONTRACT

The DISTRICT reserves the right to terminate the Contract without prejudice to any other rights or remedies it might have if the CONTRACTOR:

- a. is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- b. abandons the WORK; or
- c. has a receiver or liquidator appointed for any of its property; or
- d. fails to make immediate payment to persons supplying labor or materials for the WORK after Notice of Warning from the DISTRICT; or
- e. refuses or fails, within three working days after receipt by fax or otherwise of a Notice of Warning from the DISTRICT, to prosecute the WORK or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the WORK within said period; or
- f. refuses or fails, within three working days after receipt by fax or otherwise of a Notice of Warning from the DISTRICT, to follow laws, ordinances, or the instructions of the DISTRICT or otherwise fail to correct a violation of any provision of the Contract; or
- g. refuses or fails, within three working days after receipt by fax or otherwise of a Notice of Warning from the DISTRICT, to supply enough properly skilled workers, proper materials, or proper workmanship, or to prosecute the WORK or any part thereof in accordance with the Contract Documents, or shall unnecessarily or unreasonably delay the WORK.
- h. Terminate for Convenience- Upon written notice to the Contractor, the Owner may, without cause, terminate his Agreement. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

If the Owner terminates this Agreement for Convenience, the Contractor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred

as a result of the termination but not including Overhead or profit on Work not performed.

In any such foregoing event, at the option of the DISTRICT, the DISTRICT without prejudice to any of its other rights or remedies, may also terminate the agreement with employment of the CONTRACTOR and his right to proceed either as to the entire WORK or as to any portion of the WORK as to which delay shall have occurred and may take possession of the WORK and such materials and supplies as may be on the site of the WORK and may complete the WORK by contract or otherwise, as the DISTRICT shall direct. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the compensation to be paid the CONTRACTOR hereunder shall exceed the expense of so completing the WORK (including compensation for additional managerial, administrative, engineering and inspection services and any damages for delay) such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR and his Sureties shall be liable to the DISTRICT for such excess. The right of the DISTRICT to stop the WORK pursuant to this Article shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity.

#### ARTICLE 5 - SUSPENSION OF THE WORK

If suspension of the WORK is warranted by reason of unforeseen conditions which may adversely affect the quality of the WORK if such WORK were continued, the DISTRICT may suspend the WORK by written notice to the CONTRACTOR. In such event, the Contract time shall be adjusted accordingly and the Contract sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.

#### ARTICLE 6 - PAYMENTS TO THE CONTRACTOR

- a. No price increases are allowed under this Contract.
- b. On or before the **10<sup>th</sup>** of the month, following completion of the WORK, the CONTRACTOR shall submit his request for payment, along with a certificate warranting that the WORK for which payment is made is free and clear of liens, claims, and security interests.
- c. The DISTRICT will review the payment request and, if it is approved, the DISTRICT will pay the CONTRACTOR within thirty (30) days after approval of the payment request, if it has been received by the 10<sup>th</sup> of the month – otherwise it will be paid within forty-five (45) days after approval by the District. All payments are subject to withholdings specified in subparagraph "d" below.

- d. The CONTRACTOR shall include in such payment request, only such materials as are on-site and incorporated into the WORK.
- e. The DISTRICT shall withhold from the payment of the work done to date, a retainage amount equal to five (5%) percent of the dollar value of all WORK satisfactorily completed to date, as approved by the DISTRICT. The retainage shall be held by the District until the approval of the final Certificate by the DISTRICT at which time the retainage shall be reduced as provided in Article 7.
- f. No separate payment shall be made to the CONTRACTOR for the costs of Bonds, Permits (including Building Permits), or Insurances required by this Contract or for the cost of preparation of any and all Shop Drawings. The cost of these items shall be deemed as overhead and shall be included in the BID prices of the various items contained in the BID.
- g. District's Right to Withhold Certain Amounts and Make Application Thereof:
  - 1. The CONTRACTOR agrees to indemnify and save the DISTRICT harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract.
  - 2. The CONTRACTOR shall, at the DISTRICT's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the DISTRICT may, after having served written notice on the said CONTRACTOR, either pay unpaid bills directly and deduct such amount paid from the CONTRACTOR's unpaid compensation or withhold from the CONTRACTOR's unpaid compensation such sums as are deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR will resume in accordance with the terms of this Contract.
  - 3. In no event shall the provisions of this subparagraph be construed to impose any obligations upon the DISTRICT to either the CONTRACTOR or his Surety.
  - 4. Any payment made under the Contract by the DISTRICT to others on behalf of the CONTRACTOR, shall not be cause for the DISTRICT to become liable to the CONTRACTOR or his Surety or other persons for any such payments made in good faith.

5. The DISTRICT may withhold from the CONTRACTOR, as much of any approved payments due it as may be necessary, in the judgment of the DISTRICT, in order to protect the DISTRICT from loss due to defective WORK not otherwise remedied; or protect the DISTRICT from loss due to injury to persons or damage to the WORK or property of other subcontractors, or other loss caused by the act or neglect of the CONTRACTOR or any of his subcontractors. The DISTRICT shall have the right to apply any such amounts so withheld in such a manner as the DISTRICT may deem proper to satisfy such claims or to secure such protection. Such application of such money under this subparagraph shall be deemed payment for the account of the CONTRACTOR.
- h. Upon the completion of all the WORK whatsoever required, the CONTRACTOR shall file a written certificate with the DISTRICT as to the entire amount of the WORK performed and compensation earned by the CONTRACTOR, including extra work and compensation thereof, and including the date of completion.
- i. The CONTRACTOR shall not stop WORK during the pendency of a bona fide dispute between the CONTRACTOR and the DISTRICT in regard to any withheld payment.

#### ARTICLE 7 - FINAL CERTIFICATE AND PAYMENT

Upon completion of the WORK in accordance with the Contract and acceptance thereof by the DISTRICT and as soon thereafter as practicable, the DISTRICT shall prepare a Final Certificate which shall certify the value of the work performed and materials furnished and exact aggregate amount of the compensation to which the CONTRACTOR will become entitled under the terms of the Contract. A copy of the Final Certificate shall be furnished to the CONTRACTOR.

Upon approval of the Final Certificate by the DISTRICT, the DISTRICT shall pay the CONTRACTOR an amount equal to the total compensation to which the CONTRACTOR is entitled for the performance of the total Contract less the amount of all previous payments, less an amount equivalent to approximately two (2%) percent of the total Contract price, or an amount which will insure performance by the CONTRACTOR of all its obligations under the Contract Documents (the "reduced retainage"). The reduced retainage shall be held by the DISTRICT for a period of sixty (60) calendar days after the date of acceptance by the DISTRICT of the Final Certificate to ensure the CONTRACTOR's obligations and performance under this Contract. Any payment, however, final or otherwise shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance or Labor and Materials Bonds.

The CONTRACTOR shall be conclusively deemed to have accepted the Final Certificate as a correct statement of the total liability of the DISTRICT and of the compensation paid and to be paid to the CONTRACTOR by the DISTRICT unless, within seven (7) days after delivery of his copy of the Final Certificate to him, the CONTRACTOR shall return such copy to the DISTRICT together with a statement of his objections to such Certificate and of any claim for damages or compensation in excess of the amounts shown on the Certificate.

The acceptance by the CONTRACTOR of the Final Certificate approved by the DISTRICT shall constitute a release and shall discharge the DISTRICT from any further claims by the CONTRACTOR arising out of or related to the Contract except the CONTRACTOR's claim for the balance of the compensation shown to be due on the Final Certificate. Upon final payment of retainages, the CONTRACTOR must execute a release and hold-harmless agreement in favor of the DISTRICT.

#### ARTICLE 8 - MISCELLANEOUS

- a. This AGREEMENT, together with other documents enumerated in Article 3 hereinabove, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of the Contract Documents conflicts with any other component part, the provision of the component part first enumerated in Article 3 hereinabove, shall govern, except as otherwise specifically stated.
- b. The CONTRACTOR may not assign its rights or obligations under this Contract. The District may void any purported assignment in violation of this section and declare the Contractor in breach of Contract.
- c. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effectiveness of the remaining parts and provisions of the Contract Documents.
- d. The Contract Documents shall be governed by and construed under the substantive laws of the state of Connecticut without reference to any choice of law principles that would cause the application of the laws of a different jurisdiction. All actions, suits or proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the state or federal district court having jurisdiction of the subject matter of the dispute, sitting in the state of Connecticut, and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding.

- e. The descriptive headings in the Contract Documents are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions thereof. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders, and vice versa, and any reference to the singular shall include the plural, and vice versa, unless the context otherwise requires.
- f. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of the District, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- g. This Agreement contains the complete agreement and understanding between the parties and supersedes any prior understandings, agreements or representations by or between the parties, whether written or oral. Each party acknowledges that the other party has made no representations, warranties, agreements, undertakings or promises except for those expressly set forth in this Agreement.
- h. This Agreement may be signed and executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile, pdf or electronic signature will be considered an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

THE CONTRACTOR: (SEAL)

Attest:

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_

By:

\_\_\_\_\_  
(Name)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

THE MATTABASSETT DISTRICT

By:

\_\_\_\_\_  
Arthur G. Simonian, P.E., LEED  
Executive Director

Certification of Corporate CONTRACTOR:

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation  
named \_\_\_\_\_ as \_\_\_\_\_ CONTRACTOR herein; that  
\_\_\_\_\_ who signed this Agreement on  
behalf of the CONTRACTOR, was then  
\_\_\_\_\_ of said corporation; that said  
Agreement was duly signed for and on behalf of said corporation by authority of its governing  
body, and is within the scope of its corporate powers.

Corporate Seal

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporation)

**PERFORMANCE BOND**



KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_ hereinafter called "Principal", and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto THE MATTABASSETT DISTRICT, in the Town of Cromwell, Connecticut, acting through its Executive Director, hereinafter called "District", in the total aggregate penal sum of:

\_\_\_\_\_ **Dollars**  
(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the District, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, copy of which is hereto attached and made part hereof for the **ASH LAGOON CLEANING PROJECT - BID CONTRACT NO. 2021-22**, at the District's Wastewater Treatment Facility, in Cromwell, Connecticut.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof and any extensions thereof which may be granted by the District, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the District from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the District all outlay and expenses which the District may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition

to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the District and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (S)

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract. The following shall be included on the bond.

- (1) Correct name of Contractor, Surety, and District.
- (2) If a Corporation, a Partnership or an Individual, as case may be.
- (3) If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

POWER OF ATTORNEY

Attorney-in-fact who signs contract bonds, must file with each bond a certified copy of their power of attorney to sign said bonds.

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

A \_\_\_\_\_ hereinafter called "Principal", and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto THE MATTABASSETT DISTRICT, hereinafter called "District", and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of:

\_\_\_\_\_ **Dollars**  
(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the District, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, copy of which is hereto attached and made part hereof for the **ASH LAGOON CLEANING PROJECT- BID CONTRACT NO. 2021-22**, at the District's Wastewater Treatment Facility, in Cromwell, Connecticut.

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work,

and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its subcontractors.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the District, or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope address to the Principal, District, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer, (b) After the expiration of one (1) year following the date on which Principal ceased all work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that no final settlement between the District and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_(S)

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract. The following shall be included on the bond.

- (1) Correct name of Contractor, Surety, and District.
- (2) If a Corporation, a Partnership or an Individual, as case may be.
- (3) If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

POWER OF ATTORNEY

Attorney-in-fact who signs contract bonds, must file with each bond a certified copy of their power of attorney to sign said bonds.

**NON-COLLUSION AFFIDAVIT**

(This affidavit must be signed and sworn to by the person signing it)

**AFFIDAVIT FOR CORPORATION BIDDER**

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn deposes and says:  
That they are the \_\_\_\_\_ of the corporation who  
(Official Title of Cooperate Officer or Agent)

is the Bidder submitting the accompanying bid for Contract No. 2021-22; and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_ My Commission expires \_\_\_\_\_  
Notary Public  
(Seal)

\_\_\_\_\_  
(Signature of Cooperate Officer or Agent)

**NON-COLLUSION AFFIDAVIT**

(This affidavit must be signed and sworn to by the person signing the bid)

**AFFIDAVIT FOR CO-PARTNERSHIP BIDDER**

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as \_\_\_\_\_ who is the Bidder submitting the accompanying  
(Firm Name)

bid for Contract No. 2021-22; and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public  
(Seal) My Commission expires \_\_\_\_\_

Signatures of Named Principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

(This affidavit must be signed and sworn to by the person signing the bid)

**AFFIDAVIT FOR INDIVIDUAL BIDDER**

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn deposes and says:  
That they are the person who is the Bidder submitting the accompanying bid for Contract No. 2021-22; and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_ My Commission expires \_\_\_\_\_  
Notary Public  
(Seal)

\_\_\_\_\_  
(Signature of named individual)



## GENERAL STIPULATIONS & NOTICE TO CONTRACTOR

Bidders are required to submit proposals on the attached form, and any conditions or alterations of the form shall be considered as irregular and grounds for rejection of the Bid proposal. Prices bid shall be exclusive of all taxes not applicable to municipalities. The District reserves the right to reject any bid submitted that is not in full compliance with these General Stipulations and instructions to bidders as not being responsive. Photocopies of tax exemption certifications shall be furnished to the bidder upon request.

The District shall not be responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any such errors or omissions the bidder should contact the person designated as the District's purchasing agent for this bid and request clarification. Bids must be signed with the name of the person, persons, firm, or company proposing to furnish the services. The Bidder shall sign the proposal correctly. If the proposal is made by an individual, its name and address must be shown; if by a firm or partnership, the name and address of each member of the firm or partnership must be shown. If by a corporation, the proposal must show the name of the State under the laws of which the corporation was chartered and the name and title of the officer(s) having authority under the by-laws to sign contracts. Anyone signing a proposal as agent shall file with it legal evidence of its authority to do so.

Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the bid opening to determine if any addenda have been issued and acknowledge receipt of such Addenda in the Bid proposal. Bids must be submitted in a sealed envelope with the outside of the envelope clearly marked "**SEALED BID –ASH LAGOON CLEANING PROJECT, CONTRACT 2021-22, May 13, 2021, 2:00 PM**". Bids must give the prices proposed both in words and figures. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern. If the District's administrative office is closed on the day of the bid opening due to inclement weather or any other extraordinary condition, as determined by the District, the bid opening date shall be postponed until the same hour on the next day that the District's administrative office is open for business.

A site visit will take place following the **mandatory** pre-bid conference scheduled for **Thursday, April 29, 2021, at 10:00 am**. The Contractor represents that it has visited the site of the proposed work and fully acquainted itself with the existing conditions there relating to construction, safety and labor, and has fully informed himself as to the difficulties and restrictions attending the performance of the Contract. The Contractor represents that the Bid prices cover all expenses incurred in providing the work, including but not limited to furnishing all labor, materials, equipment, supplies, and anything else required or necessary in order to provide the specified services in accordance with the specifications and within the time set forth.

Proposals must be accompanied with a bid bond or certified check made payable to The Mattabassett District for five (5%) percent of the total bid. Failure to furnish a bid bond/certified check shall be reason for rejection of the bid. If the proposal is not accepted, the bid bond or certified check will be returned to the bidder. If the proposal is accepted, the certified check or bid bond will be held until the contract is signed and a performance bond and labor and material bond, both in the amount of 100% of the bid, are received. The successful bidder shall sign the contract and provide the required bonds within ten (10) days after notice to do so has been given. Failure to comply with this provision shall be grounds for forfeiture of the bid bond or certified check as liquidated damages by The District.

The Mattabassett District (The District) reserves the right to award any bid, to reject any and all bids in whole or in part, and to waive any informality or technical defect in bids when it appears to be in The District's best interest to do so. If the contract is awarded, it will be awarded by The District to a qualified, responsive Bidder who has demonstrated experience in the type(s) of specific Work required by this Contract and who: 1) Has adequate resources or the ability to obtain such resources as required during performance of the Contract. 2) Has a satisfactory record of performance. 3) Is otherwise qualified and eligible to receive an award under applicable laws and regulations. The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work or deliver the goods and materials requested and the Bidder shall furnish to the District such information and data for this purpose as the District may request. The District reserves the right to reject any and all bids if evidence submitted by or an investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work or the delivery of the items contemplated herein.

If The District awards work based on this Bid, then The District will issue a NOTICE TO PROCEED for a project to the successful bidder. The date of the NOTICE TO PROCEED shall be the date of the Contract. The Contract Documents (sometimes referred to as the "Contract") shall consist of the Invitation to Bid, Signed Copy of Bid Proposal and Bid documents, Addenda (if any), Technical Specifications, General Stipulations, Appendix A through Appendix D.

The Contractor agrees and accepts as a condition of any contract awarded from this Invitation to Bid, The District's right to terminate this contract for any reason whatsoever. Such termination shall be issued by The District in writing to the Contractor and shall be sent by certified mail, return receipt requested.

The Contractor shall purchase and maintain such insurance as will protect it from claims under workers' compensation laws, from claims under automobile liability

laws, from claims insured by personal injury liability coverage, and from claims for injury to or destruction of tangible property. This insurance shall name The Mattabassett District as an additional insured party and include the following limits. The Contractor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with companies licensed by the State of Connecticut which have at least an “A-” VIII policy holders rating according to Best Publication’s latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$3,000,000
	Aggregate	\$3,000,000
Pollution Liability	Each Occurrence	\$3,000,000
	Aggregate	\$3,000,000
Cyber Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

\*The Mattabassett District shall be named as “Additional Insured”. Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of (2) two years from the completion date of the work performed. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period claims for the policy in effect during the contract for two (2) years from the completion date of the work performed.

**Workers’ Compensation and WC Statutory Limits**

Employers’ Liability	EL Each Accident	\$ 500,000
	EL Disease Each Employee	\$ 500,000
	EL Disease Policy Limit	\$ 500,000

Original, completed Certificates of Insurance must be presented to the District Engineer prior to the start of work. The Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the

policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the District 30 days prior to cancellation.

At all times throughout the duration of the Contract, the Contractor(s) shall, to the extent allowed by law, indemnify and save harmless The District, and its officers, agents and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of The District.

The Contractor(s) shall defend, indemnify and save harmless The District from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims of or by anyone whomsoever in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or its subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the Contract.

The Contractor acknowledges and accepts as a condition of this Contract that the Contractor's and the significant subcontractors' insurances shall be the primary insurance with respect to The District (and their employees and agents). Any insurance and/or self-insurance maintained by The District (its officers, employees, or agents) shall be in excess of the Contractor's and subcontractors' insurance and shall not contribute with it.

The Contractor and subcontractors are required to make good faith efforts to comply with all Federal and State laws and policies which speak to equal employment opportunity. It has always been the policy and will continue to be the strong commitment of The District that all contractors and subcontractors who do business with The District provide equal opportunity in employment to all qualified persons solely on the basis of job-related skills, ability, and merit and without regard to their race, color, religion, sex, national origin, ancestry, age, physical disability, or marital status.

On or before the 10<sup>th</sup> of each calendar month, the Contractor shall submit a bill for all work performed during the preceding calendar month. The District will review the payment request and, if it is approved, The District will pay the Contractor within thirty (30) days after approval of the payment request.

**HOLD HARMLESS AND INDEMNITY:** The bidder, its agents and representatives shall indemnify, save and hold harmless the District, including its Board Members, officers, Executive Director and employees (collectively, the District) from any and all claims made against the District, including but not limited to monetary damages, judgments, costs and reasonable attorneys' fees.

to the extent any such claim results from any wrongful, willful or negligent act or omission of the bidder in the performance of services or the work covered by this bid or any contract entered into as a result of this bid solicitation.

### **NOTICE TO CONTRACTOR**

The contractor is advised that the ash material to be excavated from the lagoon and landfilled is of a wet and sloppy consistency. As such the ash material is required to be dewatered prior to placing onto trucks and transporting to the landfill. The Contractor should note that ash material not sufficiently dewatered will leak from trucks in route to the landfill, and may also not contain sufficient consistency to properly be landfilled and stabilized and silt into nearby streams.

In addition, the landfill is typically a saturated site except for periods of extended dry weather. As such the District recommends this work be completed during mid to late summer or during periods of extended dry weather.

The Contractor is hereby notified that it is the Contractor's responsibility to stabilize and maintain stabilization of placed ash material and access roads (at the landfill) including during and following wet-weather events. NO ADDITIONAL COMPENSATION will be granted to the Contractor during or following a wet-weather event for additional work performed for clean-up work and/or re-forming and placement of ash material disturbed and displaced during or following a wet-weather event.

The work under this contract shall include all material, work and equipment required to sufficiently dewater the ash material at the lagoons and at the landfill, including the access roads at the landfill, the landfilled (placed) ash, and stabilization of the ash during all times including prior to, during and following a wet-weather event.

### **End of General Stipulations & NOTICE TO CONTRACTOR**

### **TECHNICAL SPECIFICATIONS**

## ARTICLE 1 - GENERAL

The District operates two ash lagoons that receive ash from The District's sewage sludge incinerator and an ash landfill located in Berlin, CT, that is used to deposit and dispose the incinerator ash. At least one ash lagoon is in service at all times.

The work under this Project includes but not limited to:

1. Dredging the North Ash Lagoon located at The District's facility in Cromwell, Connecticut.
2. Pumping and dewatering of water from the lagoon influent pipe.
3. Loading the ash onto dump trucks, and hauling the ash approximately sixteen miles to The District's ash landfill in Berlin, Connecticut.
4. Depositing the ash at the landfill.
5. Grading the landfilled ash.

It is the Contractor's responsibility to familiarize himself with The District's site, including the ash lagoons, operations, the haul route, the work hours, and the landfill site. Please refer to the **NOTICE TO CONTRACTOR** on page 35 of these Special Provisions for important information pertaining to the ash material and landfilling operations. The Contractor's Bid price shall cover and include all materials and equipment together with operators, fuel, maintenance, permits, transportation, insurance, etc., as necessary, to complete the removal of ash in the lagoon, transport and landfill the ash in accordance with the requirements of this Contract. All drivers and equipment operators must be trained in the safe and efficient operation of their equipment. The cost of transporting the equipment to and from the work sites shall be included in the price Bid. The Contractor is responsible for any permits required and the proper and legal operation of his equipment.

The Contractor shall also provide a project schedule, and a list of all equipment to be used under this project.

## ARTICLE 2 – DESCRIPTION OF WORK

The Contractor's scope of work shall include, but not be limited to, items listed below. The scope of work shall also include all labor, materials, and equipment to complete the required work as specified herein. The order of the tasks listed in this specification is not necessarily the sequence of tasks required to complete the work. The Contractor shall conduct all activities in a manner that is consistent with The District's ash landfill permits which are included in Appendix A.

### **Project Management**



The Contractor shall provide one full time superintendent for the project. The superintendent shall be available to The District 24 hours a day via cell phone. During daily activities, the superintendent shall maintain radio communication with the Contractor's staff working at the ash lagoons, providing trucking services, or working at the ash landfill as appropriate. The superintendent shall also check the entire hauling route routinely throughout the day and so order the cleanup of any spillage immediately. The superintendent shall order dust control measures on an as needed basis. At a minimum, the Contractor shall make a water truck available to control dust. The District's plant hydrants may be used as a water source.

### **Ash Removal**

- A. The Contractor shall remove all ash from the North Ash Lagoon. The District will prepare for the ash removal by stopping the discharge of ash-laden water to the lagoon.
- B. The Contractor shall take all prudent measures necessary to protect the existing structures and piping in and around the lagoon(s). At a minimum, influent and effluent structures and pipes shall be staked prior to beginning work so that their locations are clearly visible to the operator of the excavation equipment. Any damage to these structures shall be repaired at the Contractor's expense.
- C. The Contractor shall provide appropriate equipment to perform the work within the following constraints:
  - i. Working from the East side of the Lagoons:

All excavation equipment shall operate from the roadway on the east side of the lagoons. No excavation equipment will be allowed on the east banks of the lagoons except in the following locations and with load bearing planks, mats, or other load-bearing devices as approved by the District Engineer.

    - Northeast corner of the north lagoon
    - Southeast corner of the south lagoon
  - ii. No Excavation Equipment will be allowed on the West side of the Lagoons.
- D. The Contractor shall facilitate ash removal by removing free water (not containing ash) from the lagoons. This shall be done by removing the stop planks from the lagoon outfall chamber and, if necessary, digging channels into the ash lagoon to allow the water to drain. This work must be done in a manner that does not allow ash to return to the plant. Stop planks may only be removed to a level that is three (3) inches above the ash level within five (5) horizontal feet of the planks. Pumping may be required because the ash must

be removed to a level below the drain in the outfall structure. If a pump is used, the pump discharge shall be piped to the ash lagoon that is in service.

- E. The Contractor shall remove all ash from the outfall structure and lagoons to a final depth and width as determined by the District, up to 5,500 cy (to a depth of approximately 11-feet). Upon completion of the ash removal by the Contractor, the District shall perform an inspection to determine if all ash has been removed consistent with the requirements of this bid. Lagoon information that may be helpful to the contractor is included in Appendix B.
- F. The Contractor shall immediately wash-down ash that is spilled onto the plant grounds during ash transfer onto trucks. All wash-down shall be performed such that discharges drain directly into the lagoons. No wastewater from wash-downs will be allowed to drain into the District's stormwater system.
- G. All work shall be done in a manner that prevents ash or ash laden water from passing through the outfall structure.
- H. Any over excavation of ash material that breaches the clay liner on the lagoon embankments and lagoon bottom shall be repaired by the contractor at no additional cost to the District.
- I. Dewatering Ash Material

The Contractor's options for excavating the ash and loading it into trucks are as follows:

- i. The Contractor may excavate undisturbed ash from the lagoon and place it directly into trucks provided the ash is sufficiently dewatered and will not leak from the truck.
- ii. The Contractor may excavate the ash and stockpile it in the lagoon to facilitate dewatering before loading it into trucks.
- iii. The Contractor may excavate the ash and stockpile it within the roadway on the east side of the lagoons and north of the intersection to facilitate dewatering before loading it into trucks. The Contractor shall install temporary measures to ensure that runoff from this staged ash is directed back into the lagoons and that ash is not deposited in or spilled onto the grass or other staging areas on the east and north side of the road. Ash containing significant quantities of free water shall not be staged in the road. After removing the staged ash, the road must be hosed down to remove the remaining ash dust and all wash water must be directed back into the lagoon.

No ash material shall be placed onto trucks for transport to the landfill if the material is not sufficiently dewatered.

- J. The Contractor shall place erosion control matting on the lagoon embankments, around the entire perimeter upon completion of the ash removal work. The erosion control matting shall be straw and installed such that it can be securely pegged or staked. The matting shall be adequate for steep grades (greater than 2:1), as required for the lagoon's existing embankment grades, and shall be durable for up to 12 months. The erosion control matting shall be Tensar Ero Net S150, straw fiber blanket or approved equal.
- K. The Contractor shall take care as to not disturb the lagoon embankments when removing ash. Existing embankment slopes shall be maintained and not be encroached upon while removing ash.
- L. Dredging of the North Lagoon shall be such that the south east corner is dredged last or as otherwise determined by the District.

**Ash Hauling:**

- A. All trucks shall follow the specified haul route as detailed in Appendix C. The Contractor shall schedule all ash hauling activities on public roads between the hours of 7:00 AM and 3:30 PM on Monday through Friday. This requires that the last truck load of ash leave The District no later than 2:30 PM.
- B. Trucks may leave to the landfill as soon as they are filled and they must drive directly to the ash landfill along the specified haul route. Driver breaks and refueling stops **shall not** be allowed during times ash is being transported from the plant to the ash landfill. The Contractor shall load all trucks in such a manner to prevent ash from being deposited on the outside of the truck dump body. All truck dump body's tailgates shall close watertight and shall have covers to prevent the release of ash during transport. Non-watertight tailgates shall be sealed to a watertight condition prior to loading truck with ash. The Contractor will **not be allowed** to transport ash to the ash landfill in a non-sealed truck. The District may reject and refuse the use of trucks that fail to comply with the water-tight requirement.
- C. The contractor may use hay or straw to line the dump beds (to facilitate unloading at landfill) and hydrated sodium bentonite (to seal truck dump gates). No other materials may be mixed with the ash or deposited in the ash landfill unless approved by The Operations Manager or Assistant Operations Manager.
- D. The Contractor shall track the number (and truck size) of truckloads of ash loaded and delivered to the ash landfill. At the end of each day of ash hauling, the Contractor shall provide the Operations Manager and Assistant Operations Manager, (by email) such information, including the number of truckloads of ash and the

estimated number of cubic yards of ash that were deposited in the landfill on that day.

- E. All vehicles shall be cleaned and trucks covered to prevent ash material from being carried out of the loading area, plant grounds and public roadways.
- F. Upon leaving the loading site and the ash landfill, the trucks' tires and dump gates shall be hosed-down with water to prevent carrying material onto public streets. The Contractor may utilize the District's truck wash down equipment located on the access road to the Ash Landfill.
- G. The Contractor shall inspect the haul route routinely throughout the day and clean all ash residues on the public roadway as a result of ash transport. Public streets and District driveways impacted by the Contractor's operations shall be cleaned immediately.

### **Landfill Management**

- A. The Contractor shall be responsible for opening and securing the ash landfill gate on a daily basis. During times when the landfill is open, the Contractor shall provide a staff member on site at all times to limit site access to authorized personnel, maintain communication with the Project Superintendent, and perform whatever other duties are necessary.
- B. The Contractor shall place the ash in the ash disposal area determined by the District where shown on page D-2 of Appendix D.
- C. Prior to beginning the removal of ash from the ash lagoon, the Contractor shall perform the following at the ash landfill:
  - Stake and flag the limits of the ash disposal area as Determined by the District.
  - Stakes and flags shall be placed (and maintained throughout the duration of the project) by the Contractor every 50 feet along the perimeter. The stakes and flags shall be placed at the approximate limits of the ash disposal area indicated on the Ash Landfill Site Plan provided in Appendix D on page D-2.
  - Set up equipment to hose down trucks at the landfill entrance. Provide equipment necessary to connect to The District's existing water connection. The equipment shall include but is not limited to, a booster pump with generator to develop proper pressure, fittings, hose, spray wands, etc. The District will provide a portable backflow preventer.
  - Deposit all material within the designated ash disposal area where shown on the site plant included in Appendix D, page

D-2. Install silt fence and hay bales along the fence line to prevent sediment and ash from the truck rinsing operations from leaving property. Install additional erosion control measures as necessary to prevent material from leaving the site including providing an anti-tracking pad at the entrance of the ash landfill property. Maintain the erosion controls by removing built up sediment to allow proper drainage. Remove all accumulated sediment, silt fence, and anti-tracking pad at the end of the project.

B. The Contractor shall grade the existing and new ash deposits placed under this contract to meet the following conditions:

- Ash shall not be placed (temporarily or permanently) on the access road.
- At the completion of each day, all newly placed and disturbed ash deposits shall be graded so that surface water will freely drain to the filter fabric areas without ponding.
- At the completion of each working day, the landfilled ash shall be stabilized with hay.
- Grading shall occur as to not direct runoff onto adjacent property owners.

### **Pavement Cleaning**

The Contractor shall provide water for cleaning pavement areas, in the plant and on public roadways, where it is determined by the District that ash was leaked from the trucks onto the pavement areas, or ash was leaked during truck loading operation. The frequency of this type of dust control shall be provided as necessary and as determined by the District.

**APPENDIX A**

**LANDFILL PERMITS**



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PERMIT TO THE MATTABASSETT DISTRICT TO OPERATE A MUNICIPAL SOLID WASTE FACILITY LOCATED AT EDGEWOOD AVENUE, BERLIN, OWNED AND OPERATED BY THE DISTRICT FOR DISPOSAL OF SPECIAL WASTE (EXCLUDING HAZARDOUS WASTE) AS SPECIFICALLY APPROVED.

This Permit to Operate is issued in accordance with Section 2 (c) of PA 85-334 and Section 22a-209-4 (c) of the Regulations of Conn. State Agencies and is based on the Permit to Construct a Solid Waste Facility No. 007-1-L issued to the District on March 19, 1984.

The owner or operator agrees to operate this Solid Waste Facility in accordance with all applicable state statutes, regulations and guidelines, and the approved site engineering plans referenced in the permit to construct.

This permit to operate is issued to an existing permitted solid waste disposal area which operated on Feb. 21, 1985 in accordance with Sec. 22a-209-4(c)(1) and may be revoked, suspended or modified in accordance with the reasons and procedures set forth under Section 22a-209-4(h) of the Regulations of Conn. State Agencies.

Dated in Hartford, Connecticut, this 31st day of October, 1986.

STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

*Stanley J. Pac*  
Stanley J. Pac  
Commissioner

P.O. No. 007-1-L-0

cc: Member Towns

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

*An Equal Opportunity Employer*







**APPENDIX B**  
**ASH LAGOON DRAWINGS**

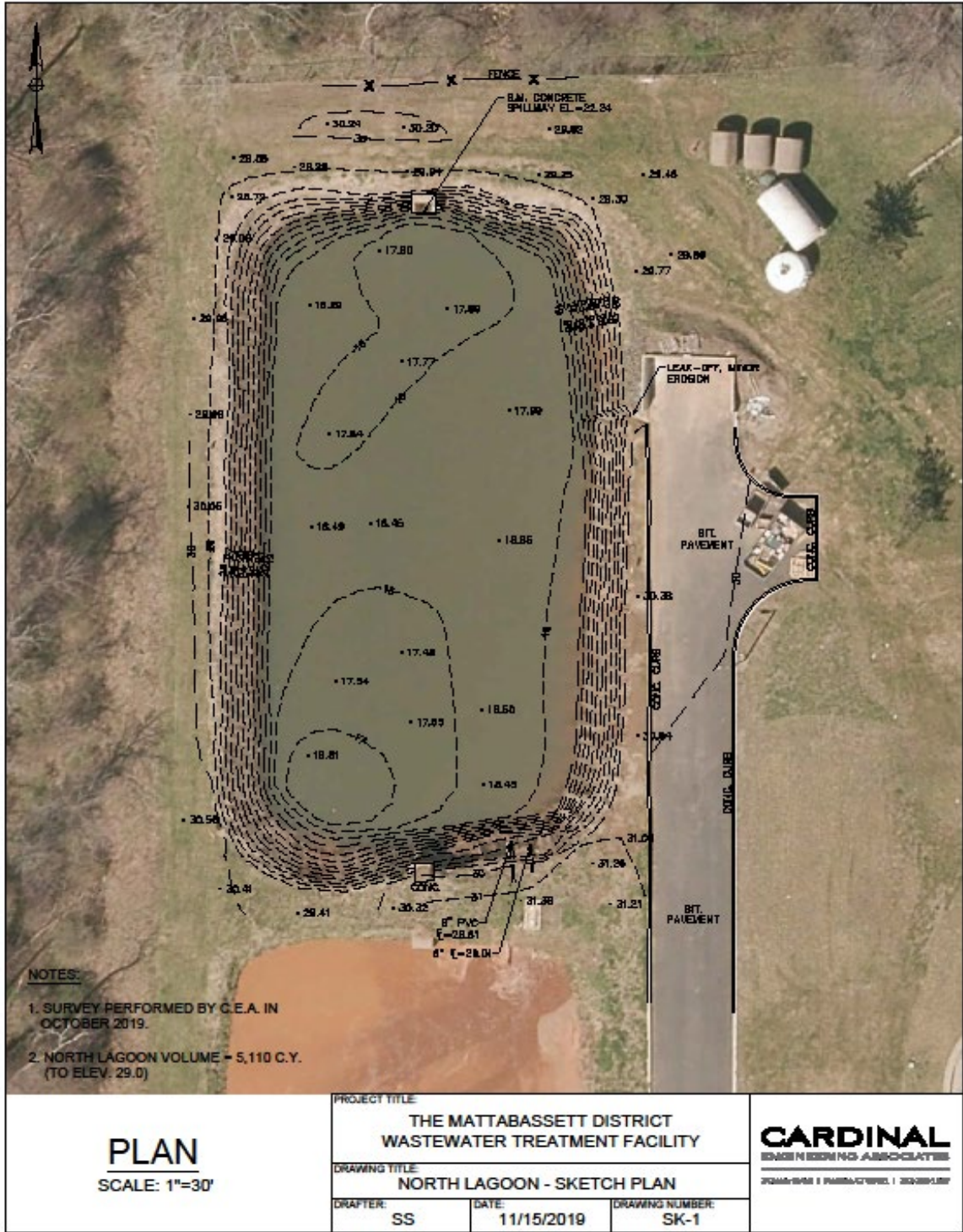
# THE MATTABASSETT DISTRICT

## NORTH ASH LAGOON



**B-1**

# NORTH ASH LAGOON BOTTOM SURVEY (EMPTY)



B-2

**APPENDIX C**  
**HAUL ROUTE**

**MATTABASSETT DISTRICT**  
**ASH DISPOSAL SITE TRUCK ROUTE - DIRECTIONS**

**To Ash Disposal Site:**

1. From plant entrance, turn Right onto Route 9 South, drive approximately 2.8 miles to Exit 12, Silver Street, Middletown.
2. Turn Left at the end of the exit onto Silver Street, passing over Route 9.
3. Turn Left onto Eastern Drive, and then Left onto Route 9 North.
4. Drive approximately 11.2 miles on Route 9 North. Bear Left onto Exit 24, to Route 71, Kensington.
5. Take the Willowbrook exit, the first right, to Route 71.
6. At the end of the ramp, turn right onto South Main Street, (Route 71). You should see Schaller Auto Dealership on your right.
7. Take the first right turn onto Veteran's Drive. This takes you right by Schaller Auto World.
8. At the stop sign, turn right onto South Street
9. Drive down South Street approximately 0.5 miles and turn right onto Fulton Street.
10. Drive all the way down Fulton Street to Edgewood Avenue.
11. Turn right onto Edgewood Avenue, drive to the end.
12. Turn left, drive through a gate, into the ash disposal site.

**From Ash Disposal Site:**

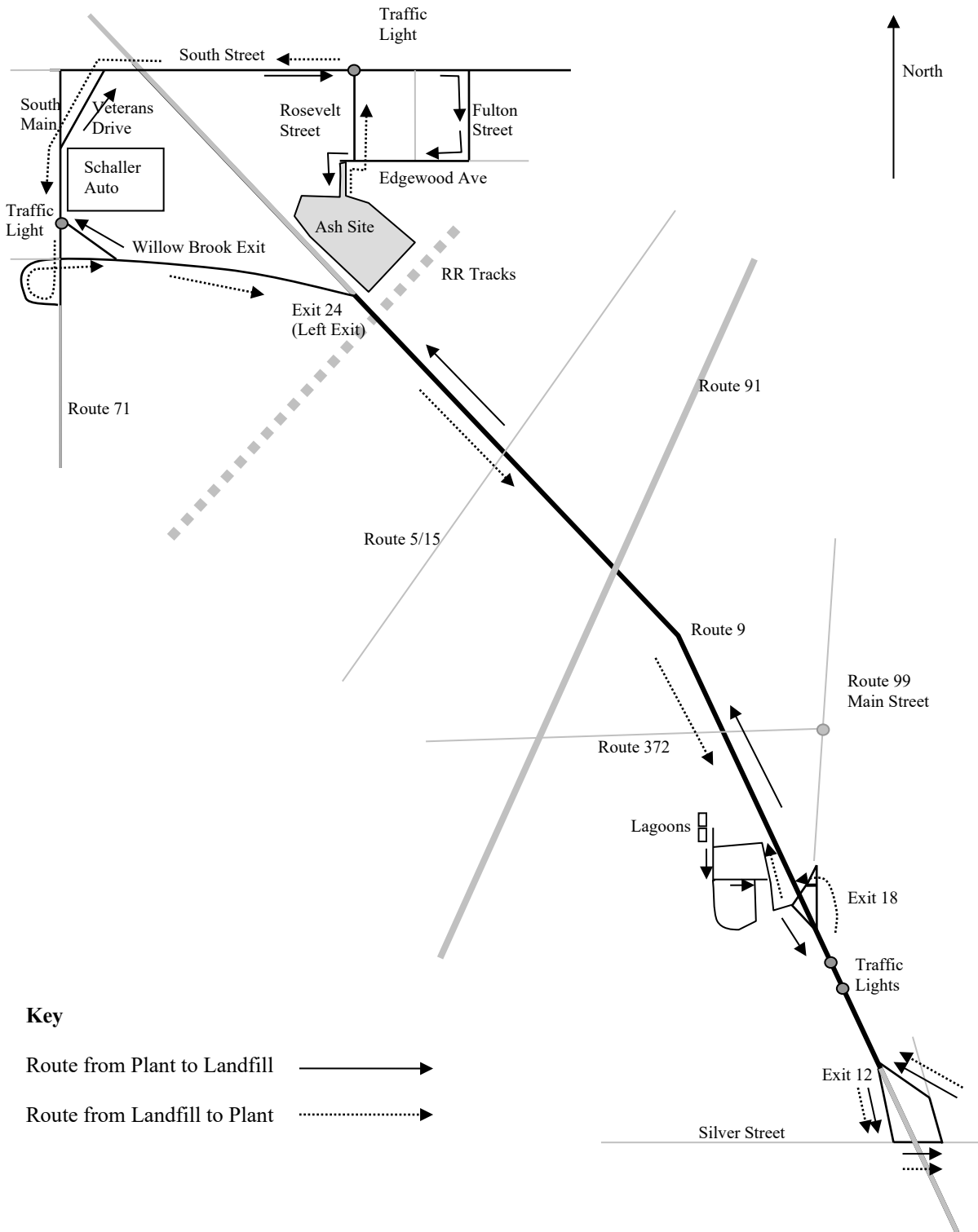
- Turn Right through chain link gate onto Edgewood Avenue.
- Turn Left onto Roosevelt Street.
- At light turn Left onto South Street.
- Turn Left onto Veteran's Drive.
- At stop sign turn Left onto South Main Street (Route 71) (South).
- Turn Right onto Route 9 South, Middletown.
- Take Exit 12, Silver Street, Middletown.
- Turn Left at light onto Silver Street, passing over Route 9.
- Turn Left onto Eastern Drive and then Left onto Route 9 North.
- Take Exit 18, 99 North, Cromwell.
- Turn Left at the bottom of the exit ramp.
- Pass underneath the Route 9 overpass and immediately turn Right into the plant entrance.

The round trip takes approximately 1 hour and is 32.2 miles long.

Note: You must enter the Ash Disposal Site through Fulton Street, and leave the Ash Disposal Site using Roosevelt Street.

**C-1**

# MATTABASSETT DISTRICT ASH DISPOSAL SITE TRUCK ROUTE – MAP



C-2

**MATTABASSETT DISTRICT**  
**TO ASH DISPOSAL SITE**  
**ALTERNATE TRUCK ROUTE - DIRECTIONS**

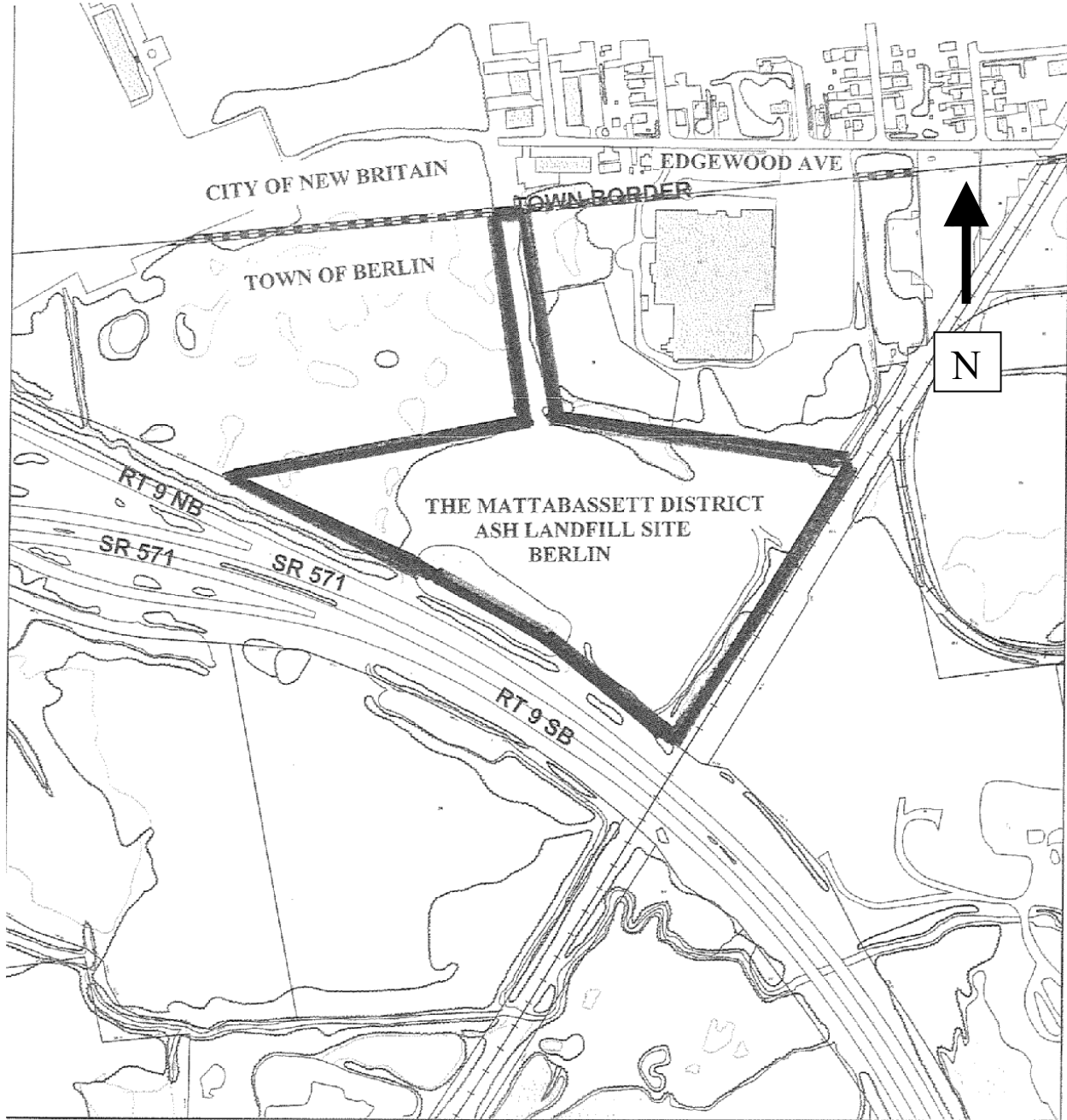
- Exit the District plant's entrance and take a left onto Main Street (Route 99)
- Follow Route 99, and take a left onto West Street (Route 372)
- Follow Route 372 to Route 9 North
- Turn right onto Route 9 North
- Follow Route 9 North to Exit 24. Bear Left onto Exit 24, to Route 71, Kensington.
- Take the Willowbrook exit, the first right, to Route 71.
- At the end of the ramp, turn right onto South Main Street, (Route 71). You should see Schaller Auto Dealership on your right.
- Take the first right turn onto Veteran's Drive. This takes you right by Schaller Auto World.
- At the stop sign, turn right onto South Street
- Drive down South Street approximately 0.5 miles and turn right onto Fulton Street.
- Drive all the way down Fulton Street to Edgewood Avenue.
- Turn right onto Edgewood Avenue, drive to the end.
- Turn left, drive through a gate, into the ash disposal site.

**NOTE: ALTERNATE TRUCK ROUTE SHALL**  
**ONLY BE USED IN UNUSUAL CIRCUMSTANCES**  
**AND ONLY AS APPROVED BY THE DISTRICT**



**APPENDIX D**

**ASH LANDFILL SITE PLAN**



**THE MATTABASSETT DISTRICT  
ASH LANDILL  
SITE LOCATION MAP  
(Not to Scale)**

**D-1**

# Ash Site Plan

**Town of Berlin**  
Geographic Information System (GIS)



Date Printed: 3/26/2021



**MAP DISCLAIMER - NOTICE OF LIABILITY**

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Berlin and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 400 feet



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