

# THE MATTABASSETT DISTRICT

**April 11, 2019** 

BID DOCUMENTS AND SPECIAL PROVISIONS

**FOR** 

# ASH LAGOON CLEANING PROJECT BID CONTRACT NO. 2019-14

BID DUE: Thursday, May 16, 2019 at 2:00 pm.

THE MATTABASSETT DISTRICT

## **INVITATION TO BID- Bid Contract 2019-14**

**April 11, 2019** 

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 16, 2019, 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 (Estimated 4,000 cy to 5,000 cy)
- Transporting ash material to the District's Ash Landfill located in Berlin, CT
- Depositing and grading ash material at the District's Ash Landfill located in Berlin, CT
- Work to be completed by Saturday, August 31, 2019

A mandatory Pre-Bid Conference and site visit will be held in the Administration Building of the Mattabassett District on **Thursday**, **April 25**, **2019**, 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 <a href="https://www.mattabassettdistrict.org">www.mattabassettdistrict.org</a> 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. 2019-14**

The undersigned hereby proposes to furnish The Mattabassett 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	
(Estimate 4,000 cy to 5,000 cy)	\$ (LS)
2. Price Erosion Control Matting	\$ (LS)
3. Total Price	\$ (LS)

The undersigned has attached the following information to this Bid Proposal:

- 1. A list of equipment (type and quantity) to be used to perform the work under this project.
- 2. Estimate of <u>daily</u> 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. Plan and tasks to perform work, including dust control, truck loading/unloading procedures, cleaning of spilled ash material on plant grounds and off site during transport.
- 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 thirty-five (35)

calendar days from Monday, May 27<sup>th</sup>, 2019, or no later than Saturday, August 31, 2019. 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

Project #1  Project Location & Owner:  Contact Name(s) & Phone Number(s):
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:
Project #2
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:
Project #3
Project Location & Owner:
Contact Name(s) & Phone Number(s):
Amount of Contract:
Starting/Completion Dates:
Description of Work:

	Project #4
	Project Location & Owner:
	Contact Name(s) & Phone Number(s):
	Amount of Contract:
	Starting/Completion Dates:
	Description of Work:
1	
	Project #5
	Project Location & Owner:
	Contact Name(s) & Phone Number(s):
	Amount of Contract:
	Starting/Completion Dates:
	Description of Work:
	What is the general character or type of work you perform?
).	Have you ever failed to complete any contracted work?If yes, explain

Have you ever been sued'?if yes, explain:
List the name(s) of the banks and/or financial institutions used for business and reference purposes:
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?
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?
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?
List any administrative actions either pending review by the state or

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 supplied is complete and true.	of false	statement	that	all th	e information
Signature	•			Date	
Title					

# **AFFIRMATION OF BIDDER**

I,being	duly authorized representativ hereby certify as follows:	e of
1(Bidder) a and conditions included in the ITB for Lagoon Cleaning Project dated April 11.	for Bid Contract No. 2019-14	erms Ash
2. If selected, a contract with The Mattabassett Dis District, containing all of the Districts to included with this ITB) and to sign an affidavits and certifications which are re	terms and conditions ( see Agreen nd execute all the District's req	ment quire
3. The authority for the undersigned to lis appended.	bind(bidd	<u>er)</u>
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", an
	(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. 2019-14**, 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
	Principal
(Signed)_	
	Surety
Subscribed and sworn to before me this	
day of	, 20
(T:(1, )	
(Title) My Commission expires	20

# **ACKNOWLEDGMENT OF SURETY COMPANY**

State of	)	
County of	)	
City of	)	
On this day of		before me personally came
	to me	known to be person named in th
above instrument and wh	o after being by me	e duly sworn, did depose and say h
resides in	, 1	that he is the
of the corporation	described in which	n is executed the above instrument
that he knows the sea	l of said corporati	ion that the seal affixed to sai
instrument is such corpo	rate seal, that it was	s so affixed pursuant to a resolution
of the board of directors	of said corporation,	and that he signed his name by lik
order.		
		Notary Public
My Commission Expires:		
resolution authorizing the exe	cution of bonds by office	nancial condition and a copy of the ters of the company, and the Power-t, authorized to act within the State
(The following to be co	mpleted by The District	et upon acceptance of bid by Owner)
The foregoing bone	d and sureties are he	ereby approved.
Dated,	, Connecticut	, 20
	Сс	ouncil for The District

#### **AGREEMENT**

This AGREEMENT made this	day of _	, by and between _	
, herei	n after called	the "CONTRACTOR", and	d
THE MATTABASSETT DISTRICT, h	ereinafter calle	ed the "DISTRICT".	
WITNESSETH, that the CONTRACTO	OR and the DIS	TRICT for	
(	and considera	tions stated herein mutuall	y
agree as follows:			

#### <u>ARTICLE 1 - STATEMENT OF WORK</u>

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 <u>ASH LAGOON CLEANING PROJECT-BID CONTRACT NO. 2019-14</u>, 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
- b. Invitation to Bid
- c. Signed Copy of Bid Proposal
- d. Addenda
- e. General Stipulations
- f. Technical Specifications
- g. Appendices A through D
- Bid h. Notice of Award
  - i. Notice to Proceed
  - 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.

#### <u>ARTICLE 8 - MISCELLANEOUS</u>

- 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 CO	ONTRACTOR: (SEAI	(ب
Attest:		(Contractor's Signature)	
	By:	(Name)	
		(Name)	
		(Title)	
	THE MA	ATTABASSETT DISTRICT	
	By:		
		Arthur G. Simonian, P.E., LEED Executive Director	
		, certify that I am th	
		of the corporation named a	
signed this Agreement on	behalf of	the CONTRACTOR, was the	n
		id corporation by authority of its governing	
body, and is within the scope of its corp	orate powers.		
		Corporate Sea	al
		(Signature)	_
		(Corporation)	

#### PERFORMANCE BOND

#### KNOW ALL PERSONS BY THESE PRESENTS:

That
(Name of Contractor)
(Address of Contractor)
Ahereinafter 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, 2019, copy of which is hereto attached and made part hereof for the ASH LAGOON CLEANING PROJECT - BID CONTRACT NO. 2019-14,
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.

each	one	of	which	shall	be	deemed	an	n two (2) cooriginal,	this	the
ATTES	ST:									
								Principal		
					_	Ву				(S)
(Princi	ipal) Se	creta	ary							
(SEAL	ر)									
								Address		
Witnes	ss as to	Prin	cipal		_					
Addres					_					
ATTES	ST:									
								Principal		
					_	Ву				
(Suret	y) Secre	etary					At	torney-in-Fa	ct	
(SEAL	<i>ـ</i> ر)									
								Address		
Witnes	ss as to	Sure	ety		_					
Addres	SS				_					

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:

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 V	WITNESS	WHEREOF,	this in	nstrument	is e	executed in	n two (2)	counterparts,
each	one of w	hich shall be	deem	ed an orig	ginal	, this the	day o	f,
20	_							

ATTEST:			
			Principal
			By(S)
(Principa	l) Secre	tary	
(SEAL)			Address
Witness a	ıs to Pri	ncipal	
Address			
ATTEST:			 Principal
			•
(Surety) Secretary			ByAttorney-in-Fact
(SEAL)			Address
Witness a	ıs to Su	rety	
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NOTE:	shall	l be included on the b Correct name of Co	e prior to date of Contract. The following ond. ntractor, Surety, and District. Partnership or an Individual, as case may
be.	(3)	-	tnership, all partners should execute bond.
IMPORTA	ANT:	Treasury Departme	executing Bonds must appear on the ent's most current list (Circular 570 as uthorized to transact business in the state s located.

# **POWER OF ATTORNEY**

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

# NON-COLLUSION AFFIDAVIT

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

# AFFIDAVIT FOR CORPORATION BIDDER

STATE OF <u>CONNECTICUT</u>		
COUNTY OF		
	Being first duly s	worn deposes and says
That they are the		_ of the corporation who
(Official Title of Coopera	ate Officer or Agent)	
is the Bidder submitting the accompanying bid duly authorized, signed this affidavit on behalf not a sham or collusive or made in the interest of that said Bidder has not directly or indirectly, sham bid, or any other person, firm or corpora has not in any manner sought by collusion to Bidder; and that said Bidder has not otherwise bidding in connection with the subject bid.	of said Bidder; and that or on behalf of any perso induced or solicited any tion to refrain from bidd secure said Bidder any a	t such bid is genuine and on not therein named; and other Bidder to put in a ding and that said Bidder advantage over any other
Subscribed and sworn to before me this	day of	
My Comi	mission expires	
Notary Public (Seal)	-	
(Signature of Cooperate Officer or Ager	14)	
(Signature of Cooperate Officer of Ager	ιι <i>)</i>	

# NON-COLLUSION AFFIDAVIT

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

# AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF <u>CONNECTICUT</u>		
COUNTY OF		
Each being first duly sworn, each deposes an of and that the persons listed above collective (Firm Name)	ely compose the co-partners	•
bid for State Project No. 07-182; and that the behalf of said Bidder; and that such bid is ginterest or on behalf of any person not there indirectly, induced or solicited any other Bidder corporation to refrain from bidding and the collusion to secure said Bidder any advantage otherwise taken any action in restraint of free bid.	genuine and not a sham or ein named; and that said Bider to put in a sham bid, or hat said Bidder has not in e over any other Bidder; and	collusive or made in the idder has not directly or any other person, firm or any manner sought by I that said Bidder has not
Subscribed and sworn to before me this	day of	<u>,</u> 2018
Notary Public	ommission expires	
(Seal) 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 <u>CONNECTICUT</u>		
COUNTY OF		
That they are the person who is the Bidder s No. 07-182; and that they, having read, unde thereof, signed this affidavit; and the accompasham or collusive or made in the interest or or said Bidder has not directly or indirectly, indubid, or any other person, firm or corporation to in any manner sought by collusion to secure and that said Bidder has not otherwise taken as connection with the subject bid.	Being first duly swubmitting the accompanying stood, and agreed to all the anying bid; and that such be a behalf of any person not aced or solicited any other corefrain from bidding and said Bidder any advantage	ne terms and provisions bid is genuine and not a therein named; and that Bidder to put in a sham that said Bidder has not over any other Bidder;
Subscribed and sworn to before me this	day of	<u>, 2</u> 018
Notary Public (Seal)	nmission expires	
(Signature of named individual)		

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#### **GENERAL STIPULATIONS**

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 bylaws 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 2019-14, May16, 2019, 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 25, 2019, 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, as applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all laws, regulations and CTDOL policies regarding the current wage rates and the recording of the rates and payments consistent with the requirements of the CTDOL, and as included in 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.

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

\*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, <u>indemnify and save harmless</u> 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, <u>indemnify</u> and <u>save harmless</u> 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.

#### **End of General Stipulation**

#### 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 deposited and existing 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. The Contractor's Bid price shall cover and include all equipment together with operators, fuel, maintenance, permits, transportation, insurance, etc., as necessary to complete the removal of all ash in the lagoon and 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.

Prior to starting the work, the Contractor shall develop a plan acceptable to the District Engineer which details how the ash will be managed from the time it is disturbed in the lagoon until such time it is placed and graded in the landfill. The plan shall include dust control and sediment control measures, as well as how tasks will be performed to minimize ash deposits on plant grounds and during transport to the ash landfill. The Contractor shall provide the District Engineer with a project schedule, equipment to be used, (including all trucks used to transport ash to the landfill and sizes), and work tasks and procedures.

#### 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.

#### **Notice to Contractor**

A. The Contractor is advised that the ash landfill may be saturated in certain locations. The Contractor shall provide and use all appropriate equipment and materials to perform the work required under this Contract. (i.e. pumps, hoses)

#### **Project Management**

A. 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. Contractor is referred to Appendix B for Ash Lagoon drawings.
- 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 deposits from the outfall structure and lagoons to a depth and width as determined by the District, per District inspection following ash removal by the Contractor, and by District determination that all ash has been completely removed. The actual volume of ash removed shall be determined by the Contractor by the truck loads removed. Approximate lagoon dimensions are included in Appendix B-3. These are approximate and shall not be used to determine volume of ash to be removed. Lagoon drawings of the bottom and side slopes are included in Appendix B, but are not reflective of actual field conditions.
- 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. Upon completion of removing ash from the lagoon, the Contractor shall notify The District's Operations Manager or Assistant Operations Manager for an inspection of the lagoon. No additional compensation shall be made for ash removal following the District's

- inspection, should the District determine that ash has not been completely removed and additional ash is required to be removed by the Contractor. The Contractor is requested to remove all ash in the lagoon based on field conditions as part of this Contract work.
- I. 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.
- J. The Contractor shall take care in not disturbing the lagoon embankments when removing ash. Existing embankment slopes shall be maintained and not be encroached upon while removing ash.
- K. Dredging of the North Lagoon shall be such that the south east corner is dredged last.

#### Ash Hauling:

- A. All trucks shall follow the specified haul route as detailed in <a href="Appendix C">Appendix C</a>. 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. 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. Nonwatertight 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. Upon inspection, the District may reject and refuse trucks on-site 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 <u>Appendix D</u> on page D-2.
  - Re-work and re-grade existing land-filled ash identified as during the pre-bid walk-through to accommodate ash to be deposited during this contract.

- 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.
- Remove built-up sediment along the access road west fence line and at the southwest corner of the paved construction entrance so that the paved area drains freely. Deposit all material within the designated ash disposal area. 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. Periodically maintain the erosion controls by removing built up sediment to allow proper drainage. Remove all accumulated sediment, silt fence, anti-tracking pad and any all other erosion control measures installed 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.
  - Newly deposited ash is to be placed adjacent to and/or on top of existing ash piles, not exceeding the height of adjacent piles or as determined by the District Engineer. All ash piles, from top to bottom, shall be at a minimum distance of ten (10) feet from the ash landfill perimeter berm.
  - 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 rip rap areas without ponding, and placed such that the maximum slope of ash pile in the ash disposal area is 33% (three feet horizontal to one foot vertical).
  - At the completion of each working day, hay shall be spread evenly over all newly deposited and disturbed ash piles, and all piles must be clean and free of trash.
  - Grading shall occur as to not direct runoff onto property of adjacent property owners.

#### **Dust Control Requirements**

- A. The Contractor shall develop a written plan describing how the ash will be handled from the time it is disturbed in the lagoon until the time it is deposited in the ash landfill. The plan shall be reviewed and approved by the District Engineer and shall include all measures taken to prevent the spillage of ash from the ash removal operation.
- B. Trucks shall be scheduled to leave the lagoons 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 scheduled during times ash is being transported from the plant to the ash landfill.
- C. 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.
  - ii. The Contractor may excavate the ash and stockpile it in the lagoon to facilitate dewatering and better handling before loading it into trucks. If this option is used, then the Contractor must institute additional dust control measures.
  - 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 and better handling before loading it into trucks. If this option is used, then the Contractor must institute additional dust control measures and install temporary measures to ensure that runoff from the staged ash is directed back into the lagoons and that ash is not deposited in or spilled onto the grass or 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.
- D. The Contractor shall institute the following additional dust control measures:
  - i. The Contractor shall control dust by spraying water on disturbed ash at the end of each work day. The frequency of spraying shall be increased as necessary to control dust or as otherwise 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.

Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

cc: Member Towns

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

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

An Equal Opportunity Employer



#### Town of Berlin

#### Planning and Zoning Department

240 Kensington Road Berlin, Connecticut 06037 www.town.berlin.ct.us Planning and Zoning Commission Zoning Board of Appeals Conservation Commission Historic District Commission

June 6, 2018

#### TOWN OF BERLIN

#### NOTICE OF DECISION

APPLICATION:

Fill Permit

APPLICANT:

The Mattabassett District

LOCATION:

Lot 2, Block 75A, Route 9

At its Regular Meeting of May 24, 2018, the Berlin Planning and Zoning Commission voted unanimously to approve, with conditions, the Fill Permit for The Mattabassett District to fill 8,600 cubic yards, 3 acres, at Lot 2, Block 75A, Route 9 in the GI zone. The conditions of this approval are:

1. The fill permit approval is for 3 years. All proposed dredging and filling approved shall occur within this three year period ending May 23, 2021.

Marek Kozikowski, AICP

Town Planner

Marek Kozikowski, AICP, Town Planner. 860-828-7060. mkozikowski@town.berlin.ct.us Maureen Giusti, Assistant Town Planner/ZEO. 860-828-7008. mgiusti@town.berlin.ct.us Frances Semnoski, Land Use Administrator. 860-828-7066. fsemnoski@town.berlin.ct.us Page 1 of 1

#### THE MATTABASSETT DISTRICT

#### Memorandum

Date:	May 24, 2018		Ash Fill Permit Application Amendment Lot 2, Block 75A
То:	Mr. Marck Kozikowski, Berlin Planning & Zoning Commission, Director of Development Services	From:	Arthur G. Simonian, P.E. Oll Mattabassett District, Exec. Director

The Applicant previously submitted, on April 5, 2018, a request for a 3-year fill permit to transport Ash Fill into the applicant's landfill located in Berlin, CT. The application schedule indicated up to 4,300 cubic yards would be transported in Fall, 2019 and again in Fall, 2021 and is hereby amended to:

"The District plans to dredge one lagoon in the Fall of 2019 and the second lagoon prior to the Spring of 2021. Thus, the filling of the landfill under this permit application will be complete prior to the 3-year permit application. The total landfill volume for this permit is expected to be 8,600 cubic yards (4,300 cubic yards each).

All other conditions of the application shall remain the same.

Regards, Art

Enclosure

c: Michelle Ryan, P.E. w/ enc.

#### **Fill Permit**

The Mattabassett District Lot 2, Block 75A, Route 9 Gl Zone Fill Permit-Three Year Ash Landfill Permit



#### **PROPOSAL**

The Mattabassett District submitted an application for a fill permit to fill 3 acres with 8,600 CY of ash at the Mattabassett Land fill located at Lot 2, Block 75A, Route 9 in the GI zone.

#### STAFF COMMENTS

- 1. The fill permit approval limited to a three year approval. The second dredging of a lagoon scheduled for the Fall of 2021 will fall outside of the 3 year time parameter and a new fill permit in 2021.
- 2. If the Commission were to approve the application, then based on the schedule provided by the Mattabassett District, the approval would be limited to the 4,300 CY filling activity scheduled in 2019.
- 3. According an updated survey of the property from 2016, the site has a capacity of 356,100 CY of material remaining.

#### **EXISTING CONDITIONS**

The property is a 22.87 acres in the GI zone that can only be accessed from Edgewood Avenue in New Britain. The site is a land fill for the Mattabassett District where ash from incinerated sewage material since 1986. As of June 2016, when the last survey was completed a total of 117,290 CY of ash has been placed including 60,000 CY of cover material. The property is partially located in the 100 Year Flood Zone (EI. 54 ft)

#### **ANALYSIS**

The applicant proposes to dread one lagoon in 2019 and a second lagoon in the fall 2021 and fill with 4,300 CY each for a total of 8,600 CY of ash material. The scheduled dredging and filling in 2021 falls outside of the 3 year permit limit (X.C.2.c.)

In 2015, the Planning & Zoning Commission approved a three year permit to permit the filling of 4,300 CY of ash, similar to earlier approvals.

#### THE MATTABASSETT DISTRICT

NEW BRITAIN - BERLIN - CROMWELL, - MIDDLETOWN REGIONAL SEWER AUTHORITY



ARTHUR G. SIMONIAN, P.E., LEED

April 5, 2018

Mr. Marek Kozikowski Director of Development Services Town of Berlin 240 Kensington Road Berlin, CT 06037

RE: Planning & Zoning Fill Permit Application Mattabassett District Ash Landfill TOWN OF BERLIN
2018 APR -9 P 3 16

Dear Mr. Kozikowski:

It is time for the District to renew its Town of Berlin three-year Ash Landfill Fill Permit. Enclosed please find the District's Fill Permit Application with a location map and 5 sets of Sheet FG-1 Ash Disposal Site Final Grading Plan, EC-1 Ash Disposal Site As-Built Conditions, and landfill capacity analysis completed in June 2016. An as-built reflecting the fill placed in August 2017, will be completed in June 2018, and will also be submitted to you upon completion.

The District respectfully requests that the District's request be heard at the P&Z Commission's May 2018 meeting.

The landfill was placed in service in 1986 for the District's incinerator ash. Based on the March, 2009 Topographic and Closure Plan, the ash landfill had 70 years of remaining capacity. As of June 2016, a total of 117,290 cubic yards of ash has been placed, including 60,000 cubic yards of cover material. The ash landfill remaining capacity is 87 years (approximately 347,000 cubic yards), to year 2103, not including the material placed in August 2017.

The ash is inert and is non-hazardous incinerated material resulting from sludge incineration at 1500 degrees Fahrenheit. It does not contain any organic matter and as such will not support beneficial vegetation growth, and cannot be used as a supplement for fertilizer or composting operations. The ash does not blow, there is no volatile content and there is no vector attraction. The District's quarterly monitoring of the groundwater indicates that the receiving waters have

#### THE MATTABASSETT DISTRICT

#### NEW BRITAIN - BERLIN - CROMWELL - MIDDLETOWN REGIONAL SEWER AUTHORITY

ARTHUR G. SIMONIAN, P.E., LEED EXECUTIVE DIRECTOR

245 MAIN STRUFT CROMWILL, CT 06416-2302 PHONE: 860-635-5550 TAX: 860-635-7290

not been degraded. Copies of our CT DEEP required groundwater monitoring data can be submitted to you upon request.

The District plans to dredge one lagoon in the fall of 2019 and the second lagoon in the fall of 2021. The total landfill volume for this permit is expected to be 8.600 cubic yards (4.300 cubic yards each). The hauling vehicles do not travel on any local Berlin Streets. Access to the site is gained via Route 9, Exit 24, and local streets in the City of New Britain: South Main Street, Veteran's Drive, South Street, Fulton Street and Edgewood Ave.

I will be attending the Planning & Zoning Commission meeting along with at least one Berlin District Board member. The Berlin Board members are John Dunham, Robert Argazzi and James Fallon.

Please feel free to contact me at (860)635-5550, should you have any questions.

Sincerely.

THE MATTABASSETT DISTRICT

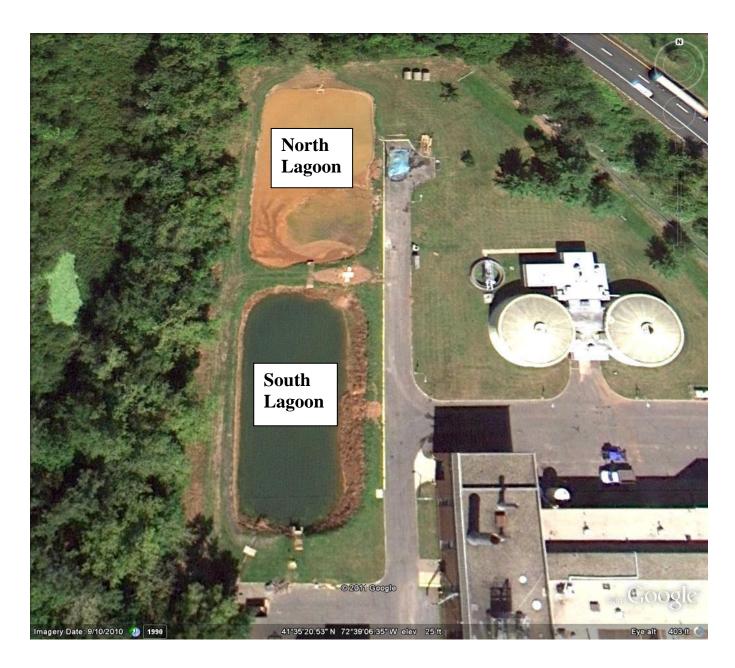
Arthur G. Simonian, P.E., LEED

Executive Director

e: John Dunham, P.E., District Board Chairman

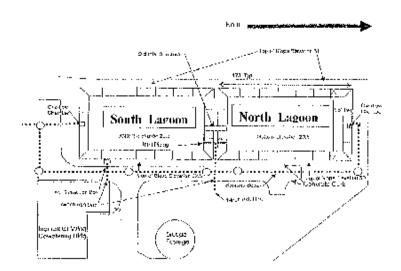
R Argazzi, District Board J Fallon, P.E., District Board M Ryan, P.E., District Engineer

#### APPENDIX B ASH LAGOON DRAWINGS

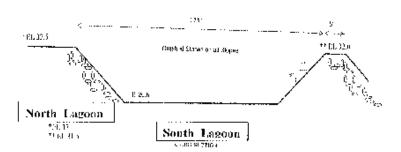


# THE MATTABASSETT DISTRICT ASH LAGOONS SITE LOCATION MAP (Not to Scale)

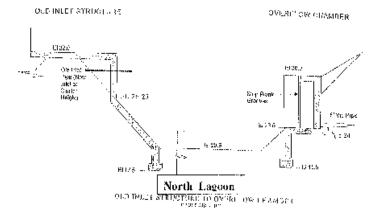
NOTE: Dimensions herein are approximate and shall not be used to determine ash volume to be removed. Actual volume of ash removed shall be determined by the contractor per field conditions, and limits of ash removal shall be determined by the District based on inspection and determination that all ash is removed. All ash removal shall be paid for at a lump sum price per bid under this Contract.



NOTE: Dimensions herein are approximate and shall not be used to determine ash volume to be removed. Actual volume of ash removed shall be determined by the contractor per field conditions, and limits of ash removal shall be determined by the District based on inspection and determination that all ash is removed. All ash removal shall be paid for at a lump sum price per bid under this Contract.



NOTE: Dimensions herein are approximate and shall not be used to determine ash volume to be removed. Actual volume of ash removed shall be determined by the contractor per field conditions, and limits of ash removal shall be determined by the District based on inspection and determination that all ash is removed. All ash removal shall be paid for at a lump sum price per bid under this Contract.



### 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.

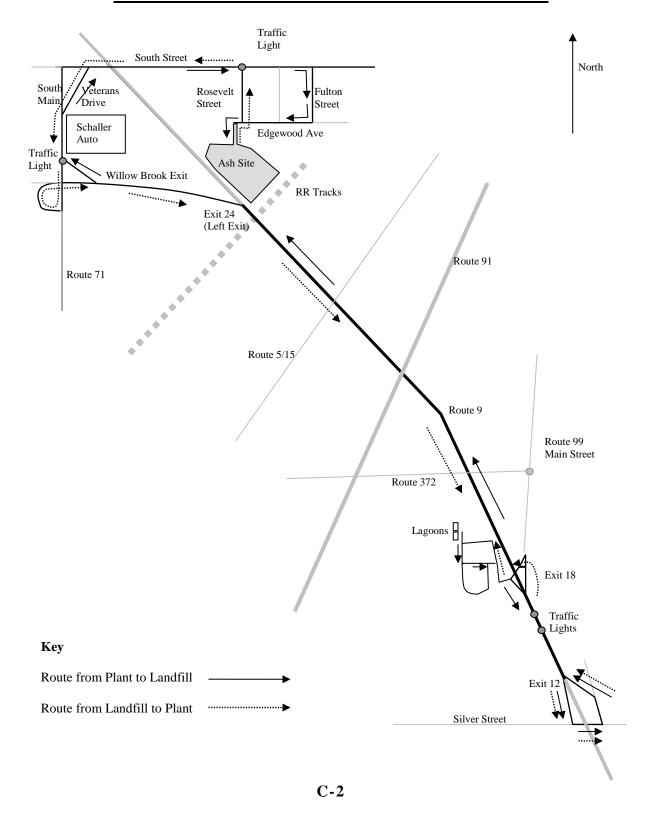
#### From Ash Disposal Site:

- 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 <u>must</u> enter the Ash Disposal Site through Fulton Street, and leave the Ash Disposal Site using Roosevelt Street.

### MATTABASSETT DISTRICT ASH DISPOSAL SITE TRUCK ROUTE – MAP

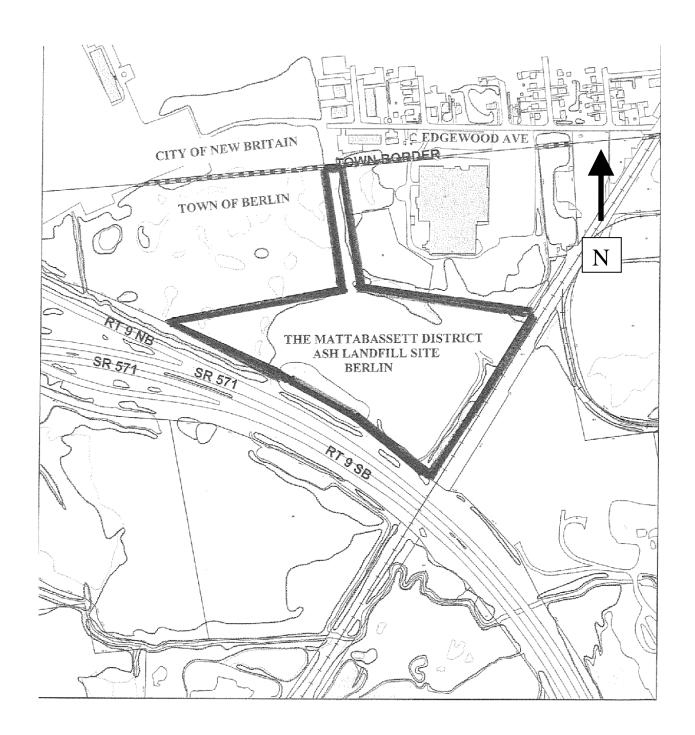


## MATTABASSETT DISTRICT TO ASH DISPOSAL SITE ALTERNATE TRUCK ROUTE - DIRECTIONS

- 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

