



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

INVITATION FOR BIDS

Bid No.: 7526

Due Date and Time: June 30, 2016 at 2:00 P. M.

Title: Removal and Disposal of Drinking Water Residuals

Special Instructions:

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7526

Not to be opened until June 30, 2016 at 2:00P.M.

Return Bids to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



CITY OF NORWICH, CONNECTICUT
PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of Bid Documents

Bid No.: 7526
Title: Removal and Disposal of Drinking Water Residuals

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 06/07/2016

Date Documents Received: _____ / _____ / _____

Do you plan to submit a response? _____ Yes _____ No

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS BID



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INVITATION FOR BIDS

Bid No. 7526

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for the **Removal and Disposal of Drinking Water Residuals** until 2:00 P.M. prevailing time on June 30, 2016, at which time they will be publicly opened and read aloud. All bids are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

Bid surety in the form of cash, certified check or bid bond in the amount of five percent (5%) of the total bid is required at the time of bid.

Copies of the Bid Documents may be downloaded from the following websites:

<http://www.norwichct.org>

<http://das.ct.gov>

Questions regarding this bid must be submitted in writing to William R. Hathaway, Purchasing Agent, at whathaway@cityofnorwich.org or by facsimile to (860)823-3706.

Norwich Public Utilities reserves the to accept or reject any and all bid responses, in whole or in part, to waive technical defects, minor irregularities and omissions if, in its judgement, the best interests of Norwich Public Utilities will be served.

No Bidder may withdraw its bid within sixty (60) days of the bid opening date. Should there be reason why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the City of Norwich and the designated, qualified low bidder.

All final awards of the bid shall be in compliance with City of Norwich Code of Ordinances §7-46 – Delinquent Tax Setoff against Money Due Bidder or Contractor.

All bidders must submit an original and one (1) copy of their bid in a sealed envelope bearing the name and address of the bidder and the bid number.

Responding bidders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the work involved.



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Standard Bid and Contract Terms and Conditions

All Invitations for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org>
<http://das.ct.gov>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier.
8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.
9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
12. By its submission the Bidders represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.
14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:
Corporation - must be signed by an official of the corporation above their official title and the corporate seal



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must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate

Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.

Professional Liability (Errors and Omissions): \$2,000,000 each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage..

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Bid samples do not supersede Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs,

past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market.



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Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by

the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-



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68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

GENERAL REQUIREMENTS

The City of Norwich Public Utilities (NPU) is soliciting bids from qualified firms to perform all steps necessary to efficiently and economically remove and dispose of drinking water residual materials from two municipally-owned alum sludge lagoons at the Deep River drinking water treatment plant located at 54 Reservoir Road in Lebanon, CT. Transportation and disposal of sludge shall comply with all US Environmental Protection Agency, State of Connecticut Department of Energy and Environmental Protection, State of Connecticut Department of Public Health, Connecticut Department of Motor Vehicles, State Department of Transportation, and City of Norwich rules and regulations.

SECTION 1 - SCOPE OF SERVICES

General

NPU operates a drinking water treatment plant which includes adding aluminum sulfate, or liquid alum, with a standard concentration at 8.3% AL₂O₃ to create a filterable floc. The sediments created by this process as well as the spent filter backwash water are discharged to two 40 ft. wide by 400 ft. long sedimentation lagoons. Each lagoon is capable of receiving these spent materials such that only one lagoon need be used at any given time thereby allowing the other lagoon to “dry” through percolation and evaporation. Discharge to these lagoons occurs every day year-round.

The historical approach to cleaning the lagoons of built-up sediment is to wait until the sediment dries during the summer months to the point such that it can be excavated using conventional earthmoving equipment, loading the semi-dry cake into water-tight dump trucks, and hauling it to a permitted disposal facility.

Project Requirements

NPU is seeking bids for the physical removal, transportation, and legal disposal of the waste residuals. The disposal location(s) shall be identified in the submitted bid.

Removal of existing materials may be via conventional earth moving equipment, pumping of slurry, or other approved methods.

All activities must be coordinated with the Water Treatment Plant Chief Operator. No activity shall interfere with the successful operation of the Water Treatment Plant.

It is estimated there is currently approximately 2,000 tons of the residual material with unknown moisture content in the second accessible lagoon. The first lagoon is in use and not available at this time for sludge removal and disposal.

It is estimated approximately 2,000 wet tons of residual material will be produced annually between the two lagoons. Under normal operating conditions, it is desired to excavate one lagoon in the spring after a winter freeze with the second excavated in the late summer. However, the suitability of the residuals for removal and transportation/disposal will depend largely on environmental conditions.

The NPU will provide site access. The successful bidder will be responsible for providing all labor, equipment, and essential items for the efficient and economical removal, transportation, and disposal of the residual materials leaving the lagoons with as near as full storage capacity as possible and with existing granular filtration/percolation layer essentially smooth and in place.

SECTION 2- OTHER PROPSOAL REQUIREMENTS

Professionalism

The contractor will ensure that all activities are conducted in a professional manner. At a minimum, the contractor will ensure equipment is maintained clean and neat, all trucks are clearly identified with the contractor's name and contact phone number and maintain written procedures for field operations and information management processes.

Environment

The property and operation is associated with a public drinking water system. No maintenance of vehicles will be allowed on site with the exception of daily greasing if necessary. Fueling of equipment will be allowed only with proper spill control and spill response equipment/materials present and immediately available on site. The property shall be left smooth and free of ruts and debris. Damage to the property shall be restored at the Contractor's expense.

Experience and Requirements

Contractor shall provide documentation showing proficiency in earthwork equipment operation and experience in handling sludge transport and disposal as well as references for similar projects and qualifications of key personnel.

References

NPU desires to select a contractor with proven experience carrying out the objectives of this contract. Contractor shall submit with their bid, reference information for work performed of the same or similar scope as described above. Reference information shall include at least the following:

- Owner Name
- Contact Name
- Contact Number
- What services were performed
- When services were performed

Safety

The contractor will abide by all OSHA safety regulations in the fulfillment of this scope of services. The contractor shall provide all necessary staff and equipment to work independent of any NPU staff or equipment contribution. Work shall also meet the NPU Safety Guidelines attached to this document

Termination for Convenience

The City hereby reserves the right to terminate this contract for any reason the City deems appropriate.

Finishing and Cleaning Up

In completing his operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him, leaving the entire property or surroundings free and clean and in good order, at no additional expense to the City. The City may after 24 hours' notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

Site Access and Load Coordination

All bidders may visit the site and inspect the premises prior to the bid due date. Coordination of the site visit shall be through the Chief Plant Operator.

NPU will provide free and clear access to the site and settling basins. Scheduling must be made at least five (5) working days in advance of the removal of the residual materials. Hours of operation will be 7:00 a.m. to 3:30 p.m. Monday through Friday except holidays. Access will not be provided to the site without NPU representatives present.

Disposal

Disposal of residual materials shall be at a site approved by the State of Connecticut Department of Energy and Environmental protection to receive such material in its current condition. Verification of disposal by weigh slips from the receiving facility shall be provided.

Trucking

The residual material shall be transported in water-tight body trucks in weights and volumes in compliance with State of Connecticut Department of Transportation and Department of Motor Vehicle regulations.

Time for Completion

Removal and disposal activities shall be coordinated with NPU Water Integrity Manager, or his designated representative, so as to be economic and efficient. Once removal and disposal operations begin, the process shall continue daily until completion without interruption unless authorized by NPU.

Permits

The successful contractor shall be responsible for securing and paying for all permits that may be required for legal transportation and disposal of the residual materials.

Taxes

The City of Norwich and NPU are exempt of Federal and State sales taxes

Federal Compliance

The successful bidder shall provide written documentation of the company's Drug & Alcohol policy in accordance with DOT 49CFR part 40.

Additional Bond Requirements

A payment and performance bond will be required

Additional Insurance Requirements-Pollution Liability.

If Contractors or their Subcontractors are required to perform hazardous material operations such as asbestos containing materials, containing soil, etc., they must, in addition to the standard requirements in Section 15, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$1,000,000 aggregate for bodily injury, personal injury and property damage, naming Contractor as additional insured. If Contractor or their subcontractors haul hazardous waste they must carry Automobile Liability insurance with \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles and include the MCS 90 endorsement.

SECTION 3-PROPOSAL EVALUATION

Proposals will be evaluated based on the most responsive qualified bidder. NPU reserves the right to reject any or all bids or parts thereof; to waive any informality in same, or accept any bid, including acceptance of other than the lowest bid, as is deemed to be in the best interest of the City.

SECTION 4-PROPOSAL BID FORM

All Bids shall be submitted using the attached Bid Form with attachments as necessary. By submitting a bid, the contractor acknowledges they have examined the site and accepts the conditions which exist.

PROPOSAL BID FORM

City of Norwich Department of Public Utilities Removal and Disposal of Drinking Water Residuals

Removal, Transportation, and Disposal using excavator (conventional equipment) Unit Price Per Wet

Ton Disposed: \$ _____ Unit Price

Per Wet Ton in words: _____ dollars

Removal, Transportation, and Disposal using vacuum truck

Unit Price Per Wet Ton Disposed: \$ _____

Unit Price Per Wet Ton in words: _____ dollars

Estimated annual tonnage = 2,000 (tonnage is an estimate and will be affected by water consumption, requirements of the treatment process, and environmental conditions - the City of Norwich does not guarantee this quantity which could be significantly greater or less than the estimate).

Legal Disposal Location: _____

Please print the following information:

Contractor: _____

Authorized Agent: _____

Contractor Street _____ Address: _____

_____ City/State/Zip Code: _____

_____ Office _____ Telephone

No.: _____

Fax: _____ Agent _____ Cell _____ No.: _____

Authorized Agent Signature: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ of _____ (hereinafter called the Principal) as Principal, and _____ a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), are held and firmly bound unto the City of Norwich as Owner, in the penal sum of _____ in lawful money of the United States of America, for the payment of which sum, well and truly made to the Owner, we bind ourselves, our heirs, successors, and assigns, jointly and severally, firmly by these presents has herewith submitted a bid for the for the contract for the _____ project, bids for which are scheduled to be opened on _____

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has herewith submitted a bid for the contract for the above referenced project

NOW, THEREFORE, if the following conditions are satisfied, this obligation shall become void:

- a) the Principal shall not withdraw its bid within _____ days after the bid opening of the same without the consent of the Owner, and
- b) the Owner shall award said project to the Principal in writing, and
- c) the Principal shall, as required by the Owner pursuant to the bid specifications for the project, execute a contract in writing for the project within the time specified by the Owner, after being notified by the Owner in writing of the award, including all submissions relating to that contract execution as may be required by the bid specifications, to be submitted to the Owner prior to contract execution, and
- d) the Principal shall deliver such surety bond as shall be acceptable to the Owner for the performance of the work according to said written agreement (contract), and shall in all other respects perform the agreement created by the acceptance of said bid.

Otherwise, the Principal and Surety hereto agree to pay unto the Owner the difference between the amount of the bid of said Principal, submitted herewith, and the amount for which the Owner may contract with another party to perform the work covered by the said bid of the Principal.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for contract execution that the Principal and Owner may agree to, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than _____ calendar days in addition to the original _____ days allowed for expiration of this bid bond.

IN TESTIMONY WHEREOF, the said Principal and Surety have caused this bond to be signed by their duly-authorized representatives and have caused their names and corporate seals to be affixed on this form on the respective dates of their signatures.

Surety

Principal

Print Surety Name

Print Name

Agent's signature and date. **Enclose a valid Power of Attorney**

Signature of Authorized Representative and date

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) SS.

_____ being first duly sworn,
deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____
Title _____

Subscribed and sworn before me this

_____ day of _____ 20_____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____
_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____



BID 7526

REMOVAL AND TRANSPORTATION OF DRINKING WATER RESIDUALS

AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, 2016.
BY AND BETWEEN

CONTRACTOR, _____ Party of the First Part, and NORWICH PUBLIC UTILITIES Party of the Second Part, hereinafter referred to as NPU.

** WITNESSETH **

The CONTRACTOR, in consideration of the sum to be paid him by the NPU and of the covenants and agreements herein contained, hereby agrees at its own proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances, machinery, and appurtenances for the project to the extent of the Proposal made by the CONTRACTOR, dated the _____ day of _____ 2016, all in full compliance with the Contract Documents referred to herein.

The Contract Documents shall include but not be limited to the Bidding Requirements, signed copy of the Bid Submittal, Information For Bidders, the General and Special Conditions, Payment Terms, Supplemental Conditions, if any, Bonds, Technical Specifications, Maps, Plans and Drawings, and any other printed or written explanatory matter thereof, including any and all addenda, as prepared by NPU, all of which are made a part of this Contract as if fully and completely set forth herein. All of the aforesaid documents are collectively referred to as "Contract Documents".

The CONTRACTOR agrees to commence the work to be performed under this agreement on a date to be specified in a written notice by the NPU, and shall be fully completed within by the date specified in the NPU's Notice to Proceed.

In the event the CONTRACTOR fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to NPU in the amount retainage/holdback of 10%.

Upon submission by the CONTRACTOR of evidence satisfactory to NPU that all payrolls, materials, bills and other costs incurred by the CONTRACTOR in connection with the completion of the work have been paid in full, a final settlement of the account of the Contract shall be made within sixty (60) days of the completion of the CONTRACTOR of all work covered by the Contract and the acceptance of such work by the NPU, except in no event shall final payment be made until 30 days has lapsed since the final Notice of Publication of Completion has been made.

It is mutually agreed between the parties that at any time after the execution of this Agreement and the Performance and Payment Bonds attached, NPU shall deem the sureties upon such bonds

to be unsatisfactory; or if, for any reasons such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from NPU to do so, furnish additional bond or bonds, in such form and amount and with such surety or sureties as will be satisfactory to NPU. In such event, no further payment to the CONTRACTOR shall be deemed to be due under the Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to NPU.

The said CONTRACTOR further agrees to indemnify, hold harmless, and defend NPU, members of the NPU Utility Board, or their representatives, employees, agents or servants from and against any and all liability for loss, damages, attorney fees, and expenses which NPU, members of the NPU Utility Board, or their representatives, employees, agents or servants, may suffer or be held liable by reason of injury or damage to any person or property arising out of or in any manner connected with the operations to be performed under this Contract whether or not due in whole or in part to any act, omission, or negligence of NPU, the members of the NPU Utility Board, or to any of their representatives, employees, agents or servants.

The CONTRACTOR must file with NPU evidence of adequate insurance for damages to persons and property which may arise out of performance of this Contract, and which is set forth in the Contract Documents and attachments hereto.

Work performed by an outside contractor shall be under the supervision of NPU Personnel. Questions regarding the Scope of Work or modifications to the Scope of Work are to be submitted in writing to NPU. Questions are to be resolved in writing by the authorized Contractor representative and an NPU designee.

NPU reserves the right to consider each request for changes to the Scope of Work and determine the impact on the overall project. A written acknowledgement of the acceptance or non-acceptance of the change will be made within a reasonable time frame, not to exceed 24 hours of receipt of the request.

This Contract is to be governed by the laws of the State of Connecticut.

NPU and CONTRACTOR each is hereby bound and the partners, successors, executors, administrators and legal representatives of NPU and CONTRACTOR (and to the extent permitted below the assigns of NPU and CONTRACTOR) are hereby bound to the other party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Contract.

Neither NPU nor CONTRACTOR may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Contract without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first written above in three (3) consecutive counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed as the original Contract.

Attest: NORWICH PUBLIC UTILITIES

By: John Bilda
Title: General Manager

Attest: _____

Attest: CONTRACTOR

By: _____
Title: _____

Attest: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of, _____ State of _____ hereinafter called the

"Surety", are held and firmly bound into of _____ of
(Owner)

_____, hereinafter called "Owner", in the penal sum of
(City and State)

_____ Dollars

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20_, which contract is hereby incorporated by reference and made a part hereof for the construction of:

The Surety expressly acknowledges and agrees that the Contract incorporates by reference certain additional documentation therein described, all of which is an integral part of the Contract whether or not the same are attached to this Bond. Complete copies of the Contract and all attachments are on file with the Owner and are available for inspection.

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 Owner, 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 Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner 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 of the specifications accompanying the same shall in any wise affect 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 of to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original this _____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

By _____
Attorney-in-Fact

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of, _____ State of _____ hereinafter called the

"Surety", are held and firmly bound into of _____ of
(Owner)

_____, hereinafter called "Owner", in the penal sum of
(City and State)

_____ Dollars

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

The Surety expressly acknowledges and agrees that the Contract incorporates by reference certain additional documentation therein described, all of which is an integral part of the Contract whether or not the same are attached to this Bond. Complete copies of the Contract and all attachments are on file with the Owner and are available for inspection.

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 Owner, 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 Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner 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 of the specifications accompanying the same shall in any wise affect 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 of to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

ATTEST:

(SEAL) (Surety) Secretary

Witness as to Surety

(Address-Zip Code)

By _____
Attorney-in-Fact

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.