



**BID #2020-42**  
**UNDERGROUND OIL TANK REMOVAL**  
**91 WOOD AVENUE, STRATFORD, CT**

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Released: Tuesday, 21<sup>st</sup> April, 2020

Phillip Ryan, Purchasing Agent

Bidder:

\_\_\_\_\_  
Doing Business As (Trade Name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town / State / Zip

\_\_\_\_\_  
Title (Mr /Ms)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 202, Stratford, Connecticut 06615, up to:

**11:00AM, Thursday, 7<sup>th</sup> May, 2020**

**NOTE:**

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2020-42" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

## INVITATION TO BID

The Town of Stratford (Town) is seeking competitive bids from qualified contractors with proven industry experience to provide labor, materials, tools, equipment, and all else necessary, to perform removal of one (1) underground storage tank (UST) from the Town owned property located at 91 Wood Avenue, Stratford, CT.

### SITE LOCATION & ACCESS

Prospective bidders may visit the property located at 91 Wood Avenue, Stratford, CT 06614 during regular business hours to scope the conditions. Consultant has marked out CBYD. Photographs are attached for more information.

### REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Stratford, Purchasing Department  
Attention: Phillip Ryan, Purchasing Agent  
2725 Main Street, Room 202, Stratford, CT 06615  
E-mail: [PRyan@townofstratford.com](mailto:PRyan@townofstratford.com)

NOTE: Written requests for information will not be accepted after 12:00PM on Wednesday, 29<sup>th</sup> April, 2020.

Response will be in the form of an addendum that will be posted approximately Monday, 4<sup>th</sup> May, 2020 at the close of business to the Purchasing Department website: [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

### BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

### CONTRACT DOCUMENTS

Contract documents may be viewed and downloaded at no cost from the Purchasing Department website at [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)

Note printed hard copies of Contract Documents are NOT available to be purchased from the Town of Stratford.

### SCHEDULE

Site access for construction will be available immediately upon notice of award, weather dependent. Upon award of contract, the successful bidder ("Contractor") shall be required to hold all bid prices for duration of the construction schedule. All work must be completed in a timely manner.

### GENERAL OVERVIEW

Remove one (1) heating-oil UST including any potential contaminated soil. Actual capacity of UST is not known; however, based on observations by the Consultant, this is estimated to be between 275-gallons and 550-gallons. Prospective bidders shall assume capacity is 550-gallons.

One (1) fill port for the UST has been located southwest of the residence including one (1) magnetic anomaly measuring approximately 6.5 feet long by 3 feet wide, identified in the vicinity of the fill port using a metal detector. Refer to appended photographs.

Approximately 2.5 feet of heating oil was measured in the UST and no water was measured using water-finding paste. There is a fuel line that penetrates the interior basement wall nearest the UST which is connected to a furnace.

The property has been marked for CBYD clearance.

## **SCOPE OF WORK**

1. Contractor shall obtain all necessary permits from all agencies as required.
2. Contractor shall coordinate schedule and approvals with the Fire Marshal.
3. Removal and proper disposal of remaining oil and sludge from the existing tank.
4. Removal of all remaining pipes, cables and ancillary equipment associated with the UST.
5. Removal, replacement and proper disposal of any contaminated soil at UST location.
6. Placement of clean fill on former site of UST using appropriate standards. Fill shall be clean, compacted in place, and shall be used to replace any contaminated material removed from the site. Provide unit price for replacement of clean gravel fill.
7. Placement of 6" clean topsoil, including grass seed and hay, for residential lawn establishment to preconstruction grades with pitch away from house foundation at all disturbed areas. Include this item under lump sum amount.
8. Clean, transport and disposal of tank at proper certified disposal facility.

NOTE: Section 026500 Appended. Contractor is not responsible for soil sampling, analysis, or report preparation.

## **REQUIREMENTS**

- A. Prospective bidders are strongly advised to visit the site and verify the scope of the work, including measurements and quantities, prior to submitting a bid. Town reserves the right to increase or decrease the amount of work, as deemed in its best interest.
- B. Price is to include all labor, materials, permits, fees, disposal, etc., required to properly complete the project, including, but not limited to, the following:
  1. Approval by local officials as necessary, i.e. Building Department, Fire Marshal, etc. Approval of drawings and specifications, and obtaining building permits prior to UST removal is the responsibility of the Bidder.
  2. Site layout, preparation and staging as required and specified.
  3. Demolition, removal and proper disposal of all items as delineated in the drawings and specifications.
  4. Removal of contaminated soil.
  5. Site clean-up, final grading and seeding of disturbed areas as specified.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- D. The successful bidder MUST secure all required permits prior to commencing work on the site.  
NOTE: The Town is not able to waive the State of Connecticut Education Fee applied to any project.
- E. The awarded contractor will have access to the site as indicated under "SCHEDULE" and agreed upon at award of contract. All work must be completed in a timely manner. At the Contractor's option, he/she may access the site on holidays, Saturdays and Sundays, if the Contractor pays the cost (including all overtime) for any required Town staff/services. All work time must be coordinated with the Town Engineer or his/her designee.
- F. Award of the project, either partial or in its entirety, is contingent upon funding approval by the Town Council.

## **INSTRUCTION TO BIDDERS**

### **PRICES**

Prices quoted must be firm for acceptance by the Town of Stratford for a period of ninety (90) days, upon public opening of all bids. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

### **GUARANTEE**

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Manager of Facilities and paid for by the Contractor.

### **OBLIGATION OF CONTRACTOR**

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Owner, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

### **METHOD OF DOING WORK**

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy Town/BOE employees and officials, including employees of public utilities, residents adjacent to the work, and the general public.

The Contractor shall employ only competent employees to do work and whenever the Owner shall notify the Contractor, in writing, that any employee on the work is, in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Stratford reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Stratford and/or Board of Education to protect the Owner's property and goods and interests.

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder, to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business days after notice of award and receipt of Agreement forms from the Owner.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.

### EXECUTION OF AGREEMENT

Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

### LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

### ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith. The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

### EXTRA WORK

The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he/she proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

1. Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.
2. Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.
3. Mayor's Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of \$5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

### RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

### DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean the Town of Stratford (Town) or any duly authorized official thereof acting in an official capacity.
2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

### DRAWING CONFLICT

In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

### TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2020-42" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, Stratford Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

### PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Purchasing Agent, prior to the closing date for the bids.

### EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

#### EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings (where provided) carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

#### INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Stratford, Purchasing Department website at [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)

The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

#### PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

# BID PROPOSAL FORM

PAGE 1 OF 2

PROPOSAL TO: Town of Stratford, Purchasing Department  
2725 Main Street, Room 202  
Stratford, Connecticut 06615

I, \_\_\_\_\_ have received the following contract documents,

1. Bid Document #2020-42
2. Section 026500
3. Photographs (2)
4. Sketch (1)
5. Addenda \_\_\_ through \_\_\_ posted at [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase) and have included their provisions to:

Supply all labor, materials, tools, equipment, permits, taxes and insurances, etc., to perform the work as specified.

### Base Bid / UST Removal & Disposal:

\$ \_\_\_\_\_ /LS \_\_\_\_\_ Dollars  
(Written Amount)

### Unit Price / Removal of Excess Contaminated Soil:

\$ \_\_\_\_\_ /TON \_\_\_\_\_ Dollars  
(Written Amount)

### Unit Price / Replacement of Clean Gravel Fill:

\$ \_\_\_\_\_ /CY \_\_\_\_\_ Dollars  
(Written Amount)

State any and all exceptions that may apply and to the Contract Documents and attach to this page.

Lump sum amount shall include, but not limited to, the cost of all labor, materials, equipment, tools, mobilization, delivery, permits (where not waived by Town), licenses, overhead and profit, taxes (except from where Town is exempt) and insurances.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



**BID PROPOSAL FORM**  
PAGE 2 OF 2

**For additional work upon request:**

**Hourly Rates:** Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**Mark-up over Cost for Materials** shall be \_\_\_\_\_% for any additional work where requested.

Work shall be completed \_\_\_\_\_ days after receipt of written notice to proceed / purchase order.

A complete itemized schedule of values shall be required to be provided by the Contractor, prior to award of contract. Submit schedule of values and attach to this page under own format if preferred.

Mobilization:	\$ _____
Demo/Removal:	\$ _____
Site Work:	\$ _____
Grading & Seeding:	\$ _____
Administration:	\$ _____
Bonds:	\$ _____
Insurance:	\$ _____

**CHECKLIST**

- Cover page, completed and signed.
- Addenda acknowledged (where issued) on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all subcontractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security. No exceptions.
- Exceptions itemized and attached to Bid Form.

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASING DEPARTMENT  
TOWN OF STRATFORD  
INSTRUCTIONS FOR BIDDERS  
TERMS AND CONDITIONS OF BID**

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2020-42” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

**POWER OF REJECTION**

The Mayor shall have the power to reject all bids and to advertise again.

**QUESTIONS**

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

**Mr. Phillip Ryan, Purchasing Agent:** [PRyan@townofstratford.com](mailto:PRyan@townofstratford.com)

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

**BID BOND**

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**

Prices quoted shall be net, delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

### **BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS**

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: verified and unverified. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with the Department of Revenue Services (DRS), and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a single surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is \$250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that such contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due such contractor under the contract.
- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes AU-968, *Certificate of Compliance*, from DRS. An AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor: (i) a nonresident contractor could furnish DRS a guarantee bond for 5% of the total contract price; or (ii) a nonresident contractor could furnish DRS a cash bond for 5% of the total contract price; or (iii) persons doing business with nonresident contractors would be required to withhold 5% of the total contract price and deposit it with DRS. This law meant that compliance with the law was required for each subcontract for a single project to real property in Connecticut. As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

More information may be obtained from: <https://portal.ct.gov/DRS/Publications/Special-Notices/2011/SN-2011-17>

### **PERMITS**

The contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

### **PAYMENT PROCEDURES**

No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

### **PAYMENT PERIOD**

The Town of Stratford shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Stratford reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

### **THE CONTRACTOR**

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

### **ASSIGNMENT OF CONTRACT**

No contract may be assigned or transferred without the consent of the Town of Stratford.

### **AWARD OF BIDS**

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

### **BIDDING FOR PUBLIC WORK OR IMPROVEMENT**

Any public work or improvement costing more than seven thousand five hundred (\$7,500.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than seven thousand five hundred (\$7,500.00) dollars, shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for pre-filing sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than \$7,500 shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

### **NONUSE OF WASTES**

- A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
- B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.
- C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We \_\_\_\_ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled \_\_\_\_\_. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."

### **CHANGE ORDERS**

**Approval Required:** Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

**Review:** Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

**Mayor's Approval:** Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of \$5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

### **GUARANTEE**

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

### **CATALOGUE REFERENCE**

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

### **OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

### **LIFE CYCLE COSTING**

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

### **INSURANCE**

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

#### **Commercial General Liability:**

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The Town of Stratford, its officers, officials, employees, agents, boards, and commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

#### **HOLD HARMLESS**

Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

#### **FEDERAL, STATE, AND LOCAL LAWS**

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

#### **CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

#### **SCOPE OF WORK / SITE INSPECTIONS**

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

#### **EXCEPTION TO SPECIFICATIONS**

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

#### **UNLESS OTHERWISE NOTED**

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

#### **TAX EXEMPT**

Federal Tax Exemption 06-6002103.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

**REFERENCES**

Provide details of most recently performed and completed projects of equal scope:

**REFERENCE #1:**

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			
_____			

**REFERENCE #2:**

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			
_____			

**REFERENCE #3:**

Project Location		Contract Price	Completion Date
_____		_____	_____
Owner / Architect / Engineer	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			
_____			

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details. Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.

**SUBCONTRACTORS**

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

**SUBCONTRACTOR #1:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #2:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Company Address \_\_\_\_\_ Phone \_\_\_\_\_

Trade \_\_\_\_\_ E-mail \_\_\_\_\_

Rates: Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

**NOTE: All sub-contractors are subject to approval by the Town of Stratford and are required to provide Fed ID #.**



**026500**  
**REMOVAL AND DISPOSAL OF STORAGE TANKS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

A Section Includes:

1. Removing and disposal of underground storage tank (UST) liquid contents.
2. Removing, cleaning, and disposing UST.
3. Removing contaminated soils.
4. Backfilling and restoring excavation areas.

**1.02 DESCRIPTION OF WORK**

- A. The Contractor shall furnish all labor, material, tools, transportation and equipment necessary to remove and dispose of the existing [Underground Storage Tanks (UST)s], associated electrical, structural, and product equipment, (e.g., dead men, anchor straps, piping, manways, piping, pumps, and dispenser(s), if present). This section specifies requirements for the environmental and tank assessment, permitting, removal and disposal of the [UST(s)].

Generally, the work shall include, but not be limited to:

1. File all necessary notices, obtain all permits and licenses, and pay for all governmental taxes, fees, and other costs in connection with the work. Obtain all necessary approvals of all governmental departments having jurisdiction.
2. Characterize (any testing that may be required by a disposal facility), containerize, remove, and properly dispose of residual fuels from the designated tanks and appurtenant piping.
3. Clean, remove, and dispose of [UST(s)], and appurtenant piping for the tank(s). The work shall include the removal and proper disposal of fuel and residual in the tanks and associated piping between the tanks and the building.
4. Perform all sampling and testing required to properly profile the material for waste disposal. This shall also include all testing required by the disposal or recycling facility.
5. All costs for the testing shall be borne by the Contractor.
6. Coordinate with the Engineer and Licensed Environmental Professional (LEP) relative to the collection, sampling and analysis of impacted soils.
7. Coordinate with the Town of Stratford Project Manager, Engineer and Licensed Environmental Professional (LEP) to prepare all manifests and/or Bills of Lading for all contaminated materials removed from the Site. Original documents to be provided to the Town of Stratford Manager and copies to the Engineer and Architect.
8. Comply with the Contractor's submitted Health and Safety Plan

### 1.03 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referenced in text by basic designation only. The list provided below is not intended to be all inclusive of each regulation prevailing over the work. The latest version of the document listed shall govern the work performed.

- A. OSHA Hazard Communication Standard, 29 CFR 1910.
- B. National Fire Prevention Association (NFPA) 30: Flammable and Combustible Liquids Code, 2018 Edition
- C. National Fire Prevention Association (NFPA) 326, Standard for Safeguarding of Tanks and Containers for Entry, Cleaning or Repair, 2005 edition.
- D. National Fire Prevention Association (NFPA) 51B, Standard for Fire Protection During Welding, Cutting and Other Hot Work, 201 edition.

#### 1.04 REGULATORY REQUIREMENTS

- A. The Contractor shall obtain and pay for all local and state permits, and make necessary arrangements with the local Fire Department prior to removal of UST.
- B. The Contractor shall keep the local Fire Department informed of all activities throughout the performance of the work.
- C. The Contractor shall obtain all local, State, and Federal permits required for the transport and disposal of all waste materials resulting from the performance of this work.
- D. The Contractor shall document that the disposal facility(ies) proposed have all certifications and permits required by Town of Stratford, local, State, and Federal regulatory agencies to receive and recycle or dispose of the liquid and the solid wastes resulting from performance of the work. Disposal facilities must be from the Town of Stratford approved disposal facility list.
- E. For work that will be sub-contracted, the Contractor is responsible to ensure that the Sub-contractor has reviewed and will strictly adhere to this specification, all reference documents, and with all local, state and federal regulations.
- F. All Contractors and/or Sub-contractors must have current, applicable licenses for all work performed.

#### 1.05 SAFETY REQUIREMENTS

- A. Provide appropriate protective equipment for all personnel working in direct contact with vapors, liquids or sludge removed from the tanks. All personnel shall be trained in the proper use and maintenance of the appropriate protective equipment used on this project. Smoking will not be allowed in the work area or loading area during the course of the work.
- B. Personnel working inside and in the general vicinity of the tanks shall be trained and thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work, including training for confined space entry. Personnel shall use proper protection and safety equipment during work in and around the tanks, including instruments to monitor air quality, explosive atmospheres and oxygen content.
- C. All provisions of the site Health and Safety Plan included shall be in force during tank removal activities, unless modified in writing by the Contractor's Site Safety Officer.

- D. Warning signs and devices shall be placed at regular intervals along the work area perimeter, and establish restricted work zones, support areas and decontamination areas as needed. Contractor shall furnish, install and maintain fencing or other appropriate barricades at open excavations, including illumination if left over night.
- E. Prior to ending operations on any working day or at any time the Contractor is not on site, the Contractor shall secure all areas of work by erecting temporary safety fencing.
- F. Cutting of steel or other metals by thermal methods shall, at all times, occur in a non-explosive environment. During such work, percent of lower explosive limit in the tanks, piping of the surrounding atmosphere shall be continuously monitored. The Contractor shall note that residual pockets of oils or residues may exist in some of the pipelines and the Contractor shall exercise care to prevent release to the environment and harm to workers, facility staff or the public resulting from potential explosive nature of the contained materials.
- G. The Contractor shall provide and maintain an adequate supply of fire extinguishers and other required safety equipment in close proximity to all tank cleaning and removal activities.

#### 1.06 QUALITY ASSURANCE AND MEASUREMENT FOR CONTAMINATION

- A. UST Removal Contractor: Experienced contractor, registered or licensed by applicable state agency regulating residential UST removal.
- B. Testing Laboratory: State certified independent testing laboratory experienced in hazardous waste liquid and soil testing.
- C. Liquid Disposal Facility: State certified disposal facility qualified to receive and dispose UST liquid contents.
- D. UST Disposal Facility: State certified disposal facility qualified to receive and dispose UST.
- E. Soils Disposal Facility: State certified disposal facility qualified to receive and dispose contaminated soils.
- F. UST Removal Plan: Describe detailed procedures for:
  - 1. Removing and disposing UST liquid content.
  - 2. Removing, ventilating, cleaning and disposing UST.
  - 3. Removing and disposing contaminated soils.
- G. UST Closure Documentation: Assemble work progress documentation showing removal plan compliance, including:
  - 1. Local Fire Marshal requirement.
  - 2. State Agency requirements.
  - 3. Hazardous material plan.

## 1.07 SUBMITTALS

- A. Notice of intent to close UST.
- B. Test Reports: Submit testing laboratory reports.
  - 1. UST interior environment analysis.
- C. Qualifications: Substantiate qualifications comply with specifications.
  - 1. UST removal contractor.
  - 2. Testing laboratory.
  - 3. Liquid disposal facility.
  - 4. UST disposal facility.
  - 5. Soils disposal facility.
- D. UST removal plan.
- E. Record Documents:
  - 1. Disposal facility receipts and disposition reports.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Provide suitable personnel, material and equipment to clean and remove the fuel piping and tank and all sludge and liquids that may be in the piping and tank prior to removal. Take all necessary precautions during removal of the tank to prevent damage to utilities adjacent to the area. All fuel fill, boiler supply and other fuel lines and vents shall be removed

### **3.02 PREPARATION**

- A. Coordinate demolition specified in Section 02 41 00, DEMOLITION required to access UST site.

### **3.03 PERMITTING**

- A. Prior to initiating storage tank removal activities, the Contractor shall notify the local fire department. The Contractor shall apply for and obtain a Permit for storage tank removal and transportation to approved tank disposal yard.
- B. Within 72 hours of closing the storage tank, the Contractor shall provide receipt to the local fire department for delivery of the USTs to the disposal site designated on permit.

### **3.04 TANK CLEANING**

- A. The Contractor shall perform the following activities prior to closure of the tank:
  - 1. Notify the local fire department.
  - 2. Contact Call Before You Dig (CBYD) to obtain information on underground utilities, a minimum of 72 hours prior to excavation.
  - 3. Obtain all necessary permits, as previously detailed within this Section.
- B. Inspect the work area prior to excavation, decontamination and removal activities to the extent required to safely perform the work. Before the UST is uncovered check for stains around the fill pipes, free products, sheen and petroleum odors in nearby basements and storm sewers. If stained soil or petroleum odors are found, note these areas for future field screening and/or sampling during the UST removal.
- C. The Contractor shall protect existing site surfaces, materials, and structures from inadvertent Contamination from cleaning operations. Should such contamination occur, the Contractor shall not be reimbursed for costs associated with replacement or proper disposal of contaminated materials.
- D. Assure that any electrical power connected to the tanks or its ancillary equipment (pumps) has been deactivated and the actual wiring properly dismantled at the circuit breaker(s).
- E. Collect, containerize and dispose of all residual oils, other product, and sludge remaining in the tanks and piping prior to tank cleaning and removal.

- F. Tanks shall have interiors steam cleaned followed by three (3) rinses. The steam discharge nozzle and all conductive insulated objects subject to impingement or condensation should be bonded to the tank or be grounded. Surfaces shall be steam cleaned using a commercial-scale steam cleaner. The Contractor shall be required to use a detergent and provide a steam generator capable of supplying steam at 15 psig. Liquid waste generated as a result of steam cleaning and rinsing operations shall be collected and removed by the Contractor. The Contractor shall dispose of the liquids as per the method specified for the tank sludges and residues.
- G. To evaluate the effectiveness of the dry ice procedure, the Contractor shall use a suitably calibrated instrument to determine if the resultant vapor mixture within the tanks exceeds ten percent of the Lower Explosive Limit (LEL). Readings shall be taken throughout the tanks depth wherever access is possible. If the vapors within the tanks exceed ten percent of the LEL, the displacement procedure shall be repeated followed by a recheck of the LEL until the vapors are less than 10 percent of the LEL.
- H. After acceptable LEL levels have been reached, excavation of tanks may begin after approval of the Engineer.

### 3.05 TANK EXCAVATION

- A. The Contractor shall provide all labor, permitting, tools, material, services, and equipment necessary to properly demolish the concrete vault if present, excavate the tank(s), and associated mechanical piping and appurtenances, after pipe and tank cleaning and disposal activities.
- B. After the tank and mechanical piping have been purged, cleaned, and gas freed of vapors, but prior to removal, the Contractor shall plug all holes and inert the tanks and piping, as specified by the Board of Fire Prevention regulations.
- C. Once the tanks are cleaned and inert, the Contractor must be careful to excavate around the tank, exposing as much of the tank as possible, to allow for a visual inspection of the tank surface. The inspection is performed to identify possible holes, cracks, etc. and other evidence that a leak may have occurred. Remove the tank hold-down straps, if any, lift the tank out of the excavation, place on a level surface, and block the tank to prevent movement. The exterior of each tank and pipe shall be cleaned, and if contaminated soil or groundwater conditions exist, the cleaning wastes contained for proper disposal. Methods for removal shall be predetermined by Contractor and approved by the Engineer or their representative.
- D. The LEP shall monitor the excavations and every 20 feet along pipe trenches for visual indications of the release of petroleum and shall use a PID for headspace screening of samples and to conduct ambient air readings during all excavation activities. The Contractor shall assist the LEP in collecting appropriate soil samples during post excavation from excavation graves.
- E. Incidental volumes of visually (or by field PID) contaminated soils may be expected during excavation of the USTs and piping. These soils shall be segregated and stored during characterization and preparation for offsite disposal by the Contractor. The maximum depth of all excavation areas shall be marked with caution tape or the like to aid potential future excavation. Apparently clean soils shall be stockpiled separately for future reuse at the site.

- F. Where contaminated soil is present below the groundwater table, the Contractor, at the discretion of the Engineer or their LEP representative shall discontinue excavation and shall line the excavation with 6 mil thick polyethylene sheeting prior to backfill.

### 3.06 TANK REMOVAL

- A. The tanks shall be removed from the excavation and the exterior cleaned to remove all soil and inspected for signs of corrosion, structural damage, or leakage.
- B. All materials coming into contact with the tanks, or in the vicinity of the excavation such as shovels, slings and tools shall be of the non-sparking type.
- C. Tank anchoring structures such as concrete deadmen or hold down slabs shall be removed, unless otherwise directed by the Engineer.
- D. All piping including electrical conduit associated with the tanks shall be completely removed to the interior face of any associated building wall. Piping shall be reduced to appropriate lengths and cleaned of all contaminated materials. Sleeves and piping passing through wall shall be flushed clean and then permanently capped and plugged on the outside in a manner approved by the Engineer.
- E. All level monitoring and control equipment shall be completely removed to the interior face of any associated building wall. This includes transmitters, indicators, conduit, wiring, pumps and dispensers.
- F. The Contractor shall prominently label each UST tank with past product content and date of removal. The tanks shall be rendered unusable at the direction of the Fire Protection Officer. The tank shall be removed from the site the day it is excavated and transported to a certified tank salvage facility. Prior to removal from the site, the tank atmosphere must be tested to ensure the flammable vapors are no more than five (5) percent of the lower flammable limit; and not greater than eight (8) percent oxygen. Test results shall be provided to the Engineer and the Fire Prevention Officer and subsequently documented, in writing, to the Engineer and the Fire Prevention Officer.
- G. Each tank should be secured onto a truck or vehicle and transported to a certified tank salvage facility, in accordance with all applicable federal, state, and local regulations. The Contractor shall prepare the proper manifests or bills of lading. The certificates of receipt of proper disposal shall be submitted to the Fire Prevention Officer within 72 hours of tank removal, with copies provided to the Town of Stratford and the Engineer.

### 3.07 TANK DISPOSAL

- A. The Contractor shall dispose of all demolition related wastes as designated herein, in accordance with all applicable regulations.
- B. The Contractor shall characterize, containerize, transport, and dispose of all residue, sludges, cleaning materials, and fluids from the tanks.
- C. If evidence of soil or groundwater contamination is identified by the Engineer or the LEP during the tank closure, then disposal of pumped groundwater shall be performed by the Contractor only as approved by the LEP.



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### 3.10 UST EXCAVATION BACKFILL AND RESTORATION

- A. Backfill excavation with clean fill materials and compact.
- B. Restore pavements, sidewalks, and curbs matching adjacent materials.
- C. Restore landscaped areas and grass areas to match adjacent materials.

### 3.11 FIELD QUALITY CONTROL

- A. Field Tests: Performed by testing.
- B. Perform sampling and testing for the following:
  - 1. UST interior environment.

### 3.12 PROTECTION

- A. Protect restored areas from traffic and construction operations.
- B. Repair damage.



Remove 550  
Gallon UST

Cut, cap and seal  
fill line at foundation

TOWN OF STRATFORD  
Underground Oil Tank Removal  
91 Wood Avenue

Scale: 1" = 30'

Date: 3/26/20



