

Thursday, March 6, 2025

**INVITATION TO BID**

**Bid Contract No. 2025-4**

Sealed Bids will be received at the office of the Executive Director of The Mattabassett District Water Pollution Control Facility, Cromwell, Connecticut, until 2 PM on Thursday, March 27, 2025, for:

**ON-CALL SCHEDULED AND EMERGENCY EXCAVATION AND PIPING  
REPAIR SERVICES**

This bid includes the furnishing of materials, labor, equipment, and supplies necessary to provide on-call scheduled and emergency excavations and piping repair services for The Mattabassett District's on-site water, process, and sanitary sewer lines, for a period of three (3) years, from July 1, 2025 to June 30, 2028.

The bid forms, contract terms, and specifications are available at The Mattabassett District's offices, 245 Main Street, Cromwell, Connecticut, and are also available electronically on our website at [www.mattabassettdistrict.org](http://www.mattabassettdistrict.org) Questions regarding this bid may be directed to Michelle Ryan, P.E., District Engineer, by email at [info@mattdist.org](mailto:info@mattdist.org).

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

By order of The Mattabassett District



Arthur G. Simonian, P.E.  
Executive Director

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**THE MATTABASSETT DISTRICT  
BID PROPOSAL FOR  
ON-CALL SCHEDULED AND EMERGENCY  
EXCAVATION AND PIPING REPAIR SERVICES**

**July 1, 2025 to June 30, 2028**

The undersigned hereby proposes to furnish The Mattabassett District, located at 245 Main Street, Cromwell, Connecticut, with on-call scheduled and emergency excavation and piping repair services on a time and materials basis in accordance with the rates and prices provided below when the services are requested.

**Item 1- Scheduled Work during Normal Business Hours:** The total hourly rate for scheduled work performed during normal business hours, which are Monday through Friday between 7:00 AM and 5:00 PM, shall be:

\_\_\_\_\_ per hour (\$ \_\_\_\_\_ per hour)

Written Figures

**Item 2- Emergency Work during Normal Business Hours:** The total hourly rate for emergency work performed during normal business hours, which are Monday through Friday between 7:00 AM and 5:00 PM, shall be:

\_\_\_\_\_ per hour (\$ \_\_\_\_\_ per hour)

Written Figures

**Item 3 – Emergency Work during Sundays and Holidays:** The total hourly rate for emergency work performed on a Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, Christmas Eve (after 12 Noon), or New Year’s Eve (after 6 PM) shall be:

\_\_\_\_\_ per hour (\$ \_\_\_\_\_ per hour)

Written Figures

**Item 4 – Emergency Work during Saturday and Evening Hours:** The total hourly rate for emergency work performed during hours not already covered in Bid Items 1 and 2 shall be:

\_\_\_\_\_ per hour (\$ \_\_\_\_\_ per hour)

Written Figures

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

**THE MATTABASSETT DISTRICT  
BID PROPOSAL FOR  
ON-CALL SCHEDULED AND EMERGENCY EXCAVATION  
AND PIPING REPAIR SERVICES**

**(Continued) July 1, 2025 to June 30, 2028**

**Item 5 - Minimum Call-in Time:** The minimum number of hours that will be billed for emergency excavation and piping repair services for each emergency call-in shall be:

\_\_\_\_\_ hours (\_\_\_\_\_ hours)

Written Figures

**Item 6 – Pavement Restoration:** The lump sum cost to mobilize and repave up to 80 square feet of pavement in accordance with the specifications (on a non-emergency basis) shall be:

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

Written Figures

**Item 7 – Additional Pavement Restoration Unit Price:** The unit price for each additional square foot of pavement restoration (beyond the 80 square feet covered in Item 5) shall be:

\_\_\_\_\_ dollars per square foot (\$\_\_\_\_\_ /sq ft.)

Written Figures

**Item 8 – Additional Equipment and Materials:** In the event that additional equipment or materials are required to complete the emergency excavation and piping repairs due to the circumstances specified in the technical specifications, then the appropriate equipment and materials will be provided. The types of additional equipment and materials that may be needed (along with the additional charges) are listed on the attached sheet. **(Please attach a list with appropriate rates for each item of equipment).**

**ALL PRICES PROVIDED ABOVE ARE ALLOWED A 3% ANNUAL INFLATION (CP INDEX) ADJUSTMENT MADE ON JULY 1, 2026, JULY 1, 2027, AND JULY 1, 2028**

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

**THE MATTABASSETT DISTRICT  
BID PROPOSAL FOR  
ON-CALL SCHEDULED AND EMERGENCY EXCAVATION  
AND PIPING REPAIR SERVICES**

**(Continued) July 1, 2025 to June 30, 2028**

The undersigned acknowledges the following:

- The rates in this bid proposal are valid until June 30, 2026, and adjusted annually thereafter until June 30, 2028. The District may extend the Contract period beyond the expiration with annual adjustments as provided in the documents.
- The District may award the Contract to more than one bidder based on specific expertise and availability regardless of pricing provided.
- The rates in Items 1 through 6 of this bid proposal include all necessary labor, equipment and materials to perform the work as outlined in the specifications.
- Payment shall be based on time spent on-site doing work.
- For the purpose of evaluating the bids, two mobilizations will be considered with 4 hours of work under Bid Item 1, 4 hours of work under Bid Item 2, 4 hours of work under Bid Item 3, and one mobilization to restore 150 square feet of pavement. Equipment rates in Bid Item 7 will also be considered.

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM # _____	DATE _____
ADDENDUM # _____	DATE _____

Name of Bidder \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Business Telephone \_\_\_\_\_  
Business Fax \_\_\_\_\_  
Bidder's Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## BIDDERS QUALIFICATIONS STATEMENT

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

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

Company Name	Contact Name	Phone Number	Nature of Work

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



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

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

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

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

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

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

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

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

---

Signature

---

Date

---

Title

**AFFIRMATION OF BIDDER**

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

1. \_\_\_\_\_ (Bidder) agrees to be bound by all the terms and conditions included in the ITB for Bid Contract No. 2025-04 ON-CALL SCHEDULED AND EMERGENCY EXCAVATION AND PIPING REPAIR SERVICES.

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

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

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

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

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

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

**End of Bid Proposal**

## **AGREEMENT**

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

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

### ARTICLE 1 - STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services (including utility and transportation services), and perform and complete, in an efficient and workmanlike manner, all work required for the **ON-CALL SCHEDULED AND EMERGENCY EXCAVATION AND PIPING REPAIR SERVICES-BID CONTRACT NO. 2025-04**, in accordance with the Contract Documents prepared for the DISTRICT (the "WORK").

### ARTICLE 2 - CONTRACT AMOUNT

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

### ARTICLE 3 - CONTRACT

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

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

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

error, inconsistency, or omission, the CONTRACTOR shall be responsible for such activity performance and shall bear the cost for correction thereof.

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

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

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

If the Owner terminates this Agreement for Convenience, the Contractor shall be paid: (a) for the Work performed to date including Overhead and

profit; (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

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

#### ARTICLE 5 - SUSPENSION OF THE WORK

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

#### ARTICLE 6 - PAYMENTS TO THE CONTRACTOR

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

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

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

#### ARTICLE 7 - FINAL CERTIFICATE AND PAYMENT

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

Upon approval of the Final Certificate by the DISTRICT, the DISTRICT shall pay the CONTRACTOR an amount equal to the total compensation to which the CONTRACTOR is entitled for the performance of the total Contract.

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



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

#### ARTICLE 8 – MISCELLANEOUS

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

- f. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of the District, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- g. This Agreement contains the complete agreement and understanding between the parties and supersedes any prior understandings, agreements or representations by or between the parties, whether written or oral. Each party acknowledges that the other party has made no representations, warranties, agreements, undertakings or promises except for those expressly set forth in this Agreement.
- h. This Agreement may be signed and executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile, pdf or electronic signature will be considered an original signature.

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

THE CONTRACTOR: (SEAL)

Attest:

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

By:

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

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

THE MATTABASSETT DISTRICT

By:

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

Certification of Corporate CONTRACTOR:

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation

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

Corporate Seal

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

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

**NON-COLLUSION AFFIDAVIT**

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

**AFFIDAVIT FOR CORPORATION BIDDER**

STATE OF CONNECTICUT

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

\_\_\_\_\_ Being first duly sworn deposes and says:

That they are the \_\_\_\_\_ of the corporation who

(Official Title of Cooperate Officer or Agent)

is the Bidder submitting the accompanying bid for Contract No. 2025-04; and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

Notary Public  
(Seal)

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

**NON-COLLUSION AFFIDAVIT**

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

**AFFIDAVIT FOR CO-PARTNERSHIP BIDDER**

STATE OF CONNECTICUT

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

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

bid for Contract No. 2025-04; and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

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

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

Signatures of Named Principals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

**AFFIDAVIT FOR INDIVIDUAL BIDDER**

STATE OF CONNECTICUT

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

\_\_\_\_\_ Being first duly sworn deposes and says:  
That they are the person who is the Bidder submitting the accompanying bid for Contract No. 2025-04; and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

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



## GENERAL STIPULATIONS

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

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

Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the bid opening to determine if any addenda have been issued and acknowledge receipt of such Addenda in the Bid proposal. Bids must be submitted in a sealed envelope with the outside of the envelope clearly marked "**SEALED BID –ON-CALL SCHEDULED AND EMERGENCY EXCAVATION AND PIPING REPAIR SERVICES, CONTRACT 2025-04, March 27, 2025, 2:00 PM**". Bids must give the prices proposed both in words and figures. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern. If the District's administrative office is closed on the day of the bid opening due to inclement weather or any other extraordinary condition, as determined by the District, the bid opening date shall be postponed until the same hour on the next day that the District's administrative office is open for business.

The Contractor represents that it has visited the site of the proposed work and fully acquainted itself with the existing conditions there relating to construction, safety and labor, and has fully informed himself as to the difficulties and restrictions attending the performance of the Contract. The Contractor represents that the Bid prices cover all expenses incurred in providing the work, including but not limited to furnishing all labor, materials, equipment, supplies, and anything else required or necessary in order to provide the specified services in accordance with the specifications and within the time set forth.



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

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

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

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

The Contractor shall purchase and maintain such insurance as will protect it from claims under workers' compensation laws, from claims under automobile liability laws, from claims insured by personal injury liability coverage, and from claims for injury to or destruction of tangible property. Coverages shall include the following as well as the following limits:

1. Coverage is to be provided on a primary, noncontributory basis.
2. CGL coverage shall be written on a current version of ISO Occurrence Commercial General Liability Coverage form CG 00 01 or a form providing equivalent coverage and shall cover liability arising from premises, ongoing operations, independent contractors, products- completed operations, and personal and advertising injury.
3. The Mattabasset District shall be named as additional insured on the CGL coverage part using Additional Insured — Owners, Lessees or Contractors CG 20 10 , Additional Insured — Owners, Lessees or Contractors — Completed Operations CG 20 37 or endorsements providing equivalent coverage to the additional insureds. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 5 years after completion of the work.
4. In addition to the Commercial General Liability policy primary non-contributory coverage must also apply to the Auto, Umbrella, Pollution, Cyber and Professional Liability policies.
5. Waiver of Subrogation (Waiver of Transfer of Right of Recovery Against Others to Us) Contractor waives all rights against owner, architect, engineer, surveyor and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, pollution liability or workers compensation and employers liability insurance maintained per requirements stated above and where permitted by law.

The Contractor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with companies licensed by the State of Connecticut which have at least an “A-” VIII policy holders rating according to Best Publication’s latest edition Key Rating Guide.

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

Umbrella (Excess Liability)	Each Occurrence Aggregate	\$3,000,000 \$3,000,000
Pollution Liability	Each Occurrence Aggregate	\$3,000,000 \$3,000,000
Cyber Liability	Each Occurrence Aggregate	\$1,000,000 \$1,000,000
Professional Liability	Each Occurrence Aggregate	\$1,000,000 \$1,000,000

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

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

Workers’ Compensation and WC Statutory Limits

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

Original, completed Certificates of Insurance must be submitted to the District upon request. The Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the District 30 days prior to cancellation.

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

The Contractor(s) shall defend, indemnify and save harmless The District from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims of or by anyone whomsoever in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or its subcontractors. Insurance coverage specified

herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the Contract.

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

**HOLD HARMLESS AND INDEMNITY:** The bidder, its agents and representatives shall indemnify, save and hold harmless the District, including its Board Members, officers, Executive Director and employees (collectively, the District) from any and all claims made against the District, including but not limited to monetary damages, judgments, costs and reasonable attorneys' fees. to the extent any such claim results from any wrongful, willful or negligent act or omission of the bidder in the performance of services or the work covered by this bid or any contract entered into as a result of this bid solicitation.

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

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

### **End of General Stipulations**

## TECHNICAL SPECIFICATIONS

### A. GENERAL

The Mattabasset District (The District) operates a regional wastewater treatment facility and from time to time has the need for a Contractor to provide equipment and labor on an a scheduled and emergency basis to excavate and repair underground water, sewer, process piping, electrical, signal and control wiring, located in both paved areas and grass areas, and under concrete pads, ramps and sidewalks. The depth of the various pipes and conduits, vary between 4 feet to just over 20-feet. The Contractor may review as-built drawings upon request to determine exact location of the various underground piping. The types of repairs, type of pipe and diameter of pipe are as follows:

- Repair underground 6-inch, 8-inch and 12-inch DI and 10-inch Cast Iron pipe potable water main, and 1-inch copper or HDPE water service.
- Repair underground 10-inch, 12-inch, and 16-inch DI service water line, and 1-1/2 inch to 2-inch copper or HDPE service water line. Service water is treated plant effluent.
- Repair underground 8-inch, 20-inch, and 24-inch, DI process piping; and 60-inch, 72-inch and 96-inch PCCP Process Piping. Process piping could contain sewage sludge, grease, scum, and ash slurry.
- Repair underground 3-inch, 4-inch, 6-inch, 8-inch and 12-inch PVC gravity sanitary sewer and drain lines.
- Repair underground 15-inch, 18-inch, 24-inch, and 30-inch RCP; and 12-inch, 15-inch, 18-inch, 24-inch and 30-inch CPE storm sewer piping.
- Repair underground piping located in grass areas include 3/4-inch to 2-inch PVC conduit for electrical, communication and signal & control wiring.
- Repair underground 6-inch, 24-inch, 30-inch, and 36-inch DI force mains.
- Repair underground 24-inch FRP warm air duct.
- Repair underground 1-1/2 – inch double walled flexible plastic pipe for fuel storage tanks
- Repair underground 2-inch, 6-inch and 12-inch PVC carrier or direct buried chemical lines.

## B. SCOPE OF WORK – BID ITEMS 2 THROUGH 5

The Contractor's Scope of Work under Bid Items 2 through 5 shall be based on the Contractor providing, at a minimum, the following services.

- Provide to The District, a 24 hour a day, 7 day a week, 365 day a year contact number where the contractor may be reached directly or indirectly. Return any emergency call within 30 minutes.
- Respond to The District's site in a timely manner (within one hour of The District's initial call) with the appropriate equipment and personnel to do the work. Unless specified at the time of the request, the Contractor shall mobilize to The District with all equipment necessary to excavate to and repair piping buried up to 6 feet deep within an asphalt paved, gravel, or grassed area. The equipment and personnel must include, but not be limited to, the following:
  - A minimum of three personnel (driver, operator, and pipe fitter).
  - Equipment (truck, trailer, backhoe, mud pump, and trench box).
  - Material (marking tape).
- If necessary, assist The District in the following:
  - Laying of hose to bypass the leak area.
  - Shutting or isolating the piping in the leak area.
  - Obtaining the necessary parts for the bypass or the repair.
- Remove pavement, top soil, or gravel (as appropriate) in the repair area.
- Excavate the area to identify the leak. Buried gas lines and electrical lines may be located in the vicinity of water and process lines to be repaired under this contract. Be aware of and protect existing utilities. Hand digging may be required.
- Install temporary shoring of the excavation walls if required. Meet all appropriate safety requirements.
- Pump out the excavation.
- Repair the pipe.
- Backfill the excavation.
- Provide and install the appropriate type of "Buried Utility Marking Tape" over the pipe at the appropriate depths when backfilling.
- If the area disturbed was paved, then compact the soil while backfilling and then provide and place a 16" layer of processed gravel over the excavation to create a temporary roadway.
- Restore the surface of the excavation.

### C. SCOPE OF WORK – BID ITEMS 6 AND 7

The Contractor's Scope of Work under Bid Items 6 and 7 shall be based on the Contractor returning to the site after the disturbed area has settled and then excavating, grading, and paving the disturbed areas. The paving shall be done on a non-emergency basis during the normal paving season. The cost of the gravel placed in the original excavation shall also be included in this item.

- Remove gravel in the repair area to the appropriate depth. Grade and compact the gravel.
- Sawcut and treat all existing pavement edges.
- Install two layers of asphalt to match existing road grades. Each asphalt layer shall be a minimum of 2" thick and meet appropriate standards.

### D. SCOPE OF WORK – BID ITEM 8

In certain circumstances, it may be necessary for the Contractor to mobilize additional equipment to the site (at an additional cost to The District) to complete the repair work. The District will recognize the following as circumstances that may require mobilization of additional equipment:

- The piping to be repaired is buried at a depth greater than six feet.
- The removal of large concrete slabs over the repair area.
- Pumping equipment is required to bypass the repair area such as in the case of a gravity sewer repair. In this case, the Contractor shall provide all necessary equipment (pumps, hoses, fuel, devices divert flow in manholes, etc.) to bypass the leaking pipe from manhole to manhole. Bypass pumping rates will vary depending on the pipe location but should be less than 300 gallons per minute which is equivalent to about 0.4 million gallons per day.

### E. THE DISTRICT RESPONSIBILITIES

The District will only be responsible for the following:

- Notify Call-Before-You-Dig regarding the need for an Emergency Excavation.
- Providing the Contractor with on-site underground utility information to the extent that it is available.
- Providing the appropriate tools to shut off (and if possible isolate) the leaking pipe.

- Providing, installing, and operating the necessary hose and fittings to bypass the leaking pressure pipe so that critical plant operations can continue while the emergency repairs are being made. This will be done using existing fire hydrant connections and building spigot connections. The District's personnel will not enter the excavation.
- Providing the Contractor with the appropriate pipe repair fitting(s).
- Placing the line back into service and purging air from the line.

#### F. TERMS

The District has no obligation to provide any work to the Contractor pursuant to this invitation to Bid and Bid Proposal.

If the Contractor does not answer The District's initial emergency notice or mobilize to The District's site within the times specified, then The District has no obligation to pay The Contractor for showing up at the site and The District may call another Contractor to complete the work.

The District has the right to extend this contract with the successful bidder.

### **End of Technical Specifications**