

CITY OF MIDDLETOWN--PURCHASING OFFICE
MUNICIPAL BUILDING ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895



CONTRACT DOCUMENTS

BID #2016-027
MANHOLE ELEVATION ADJUSTMENTS

WATER AND SEWER DEPARTMENT
City of Middletown, Connecticut

BID OPENING ON: Tuesday, November 15, 2016 at 11:00 AM

DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES

CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES

The contract documents for the contract entitled:

BID #2016-027 MANHOLE ELEVATION ADJUSTMENTS - WATER AND SEWER

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Hereinafter referred to as the **Contract Documents**

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Tuesday, November 15, 2016 at 11:00 AM** for the following:

**BID #2016-027
MANHOLE ELEVATION ADJUSTMENTS
WATER AND SEWER DEPARTMENT**

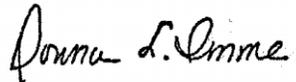
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

All questions concerning this bid should be directed in writing to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as noted in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 10/12/2016
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department Office, Room 112, at the time and place set forth therein with the award to be made as soon as practicable, thereafter.

Bids received prior to the date set for receipt will be kept securely sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope and clearly marked with the bid number and description- with the Bid Return Label, enclosed.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, they should immediately notify the Supervisor of Purchases who may send written instructions to all bidders.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening

of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8(m), as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one contract in the aggregate to the lowest responsible bidder complying with these specifications submitting the lowest total cost to complete the work provided the bid does not exceed the funds available. However, the City of Middletown shall reserve the right to make a multiple award based upon the lowest cost per unit price(s), or per category. **The City reserves the right to award based on what is in their best interest.**

The bid includes furnishing all labor, materials and equipment required to complete manhole adjustment as specified in the bid items.

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Term of Contract and Work Order Time Frame - The term of this contract shall be for a period of twenty-four (24) months commencing on **December 1, 2016 to November 30, 2018.**

Work to be performed pursuant to this contract shall be authorized by work order and shall be completed within the time frame set forth in the work order unless an extension is granted in writing by the Water and Sewer Department for justifiable reasons. Within ten (10) days after issuance of Work Order, work to be performed under that order shall commence.

9. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all services

as specified, inclusive of material, equipment and labor costs necessary to comply with the City's requirements.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Monday, November 7, 2016 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for

the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletonct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

13. Time for Performance - Project Schedule -

A. Services provided pursuant to this contract shall be authorized by work order to be issued by the participating department on an "as needed" basis. The bidder shall be available to commence work within ten (10) days from the date of the work order and shall complete the work within the time frame specified on

the work order.

B. Failure to provide required services shall constitute default and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.

C. All excess expenses charged for alternate procurement of defaulted service under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

14. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

15. Quantities - The quantities of work specified herein are approximate **only** as determined by the requesting departments and are **not guaranteed**. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease actual quantities or may delete items required at the time the

contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

16. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

17. Firm Pricing - The City of Middletown requires that all bidders provide firm pricing for all those items they are bidding in accordance with the contract term specified herein.

18. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

19. Substitutions - Substitutions of any item specified shall not be acceptable to the City of Middletown without prior written authorization.

20. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

21. Corrections to Bids - Corrections, erasures or other changes to the bid proposal must be noted over the signature of the bidder.

22. OSHA Training and Reporting Requirements - The selected bidder shall be required to comply with the City of Middletown Department of Health requirements and State of CT OSHA training requirements with respect to employees

and contractor training, notification and documentation requirements for the handling, packaging and delivery of any chemicals and other hazardous materials to be furnished pursuant to this contract and for confined space. The requirements of which are incorporated in these specifications by attachment.

23. Payment Terms - Payment discounts for early payment are preferred. All others shall be net 30 days unless specified otherwise. The bidder shall submit an itemized invoice to the Department Director(s) upon completion of the work. The Department Director shall then review and approve the invoice and forward same to the Department of Finance for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice has been received by the Department of Finance as approved by the Department Director.

24. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

25. Subcontract - The bidder awarded this contract shall **not subcontract this contract in whole or part** without prior written authorization from the City of Middletown.

26. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgement by the parties. (5-14-94)

27. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

28. Extension Option - The City of Middletown reserves the right to renew the contract for up to one (1) additional contract term, provided that existing contract pricing will be held firm for

the additional contract period, providing the service provided was satisfactory, and if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract for the Mayors signature, authorizing the extension. Authorization for renewal shall be by written amendment only.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M

BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:
 - a. City-based bidders.
 - (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10%

higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director :

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut

General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

26-4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26-5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26-6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action,

non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.

C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.

D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

- A. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- ___ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.

- ___ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires:

**BID #2016-027 MANHOLE ELEVATION ADJUSTMENT
WATER AND SEWER DEPARTMENT**

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from qualified contractors to furnish all materials, equipment, permits, labor and incidentals necessary to perform the following work as required by the City of Middletown Water and Sewer Department.

A. MANHOLE ELEVATION ADJUSTMENT

Contractors shall furnish all materials, equipment, labor and incidentals necessary to complete manhole frame and cover adjustments in elevation, at various City locations

Frames and covers to be raised shall be limited to those areas marked in the field, where the existing frame and cover is buried under pavement.

It is the intent of the City to establish a term contract for services with firm pricing for a contract term of **twenty-four (24) months to commence on or after December 1, 2016 and terminate November 30, 2018**. Services required throughout the term of the contract shall be authorized on an "as needed basis" upon receipt of an approved purchase order.

The Bidder shall indicate on the proposal form, the unit cost per each item and corresponding extension. **Bidders shall be required to submit a bid on each listed item.**

TECHNICAL SPECIFICATIONS

A. GENERAL DESCRIPTION:

The Contractor shall provide the necessary labor, materials, permits, tools and equipment to provide manhole elevation adjustment to manholes at various locations throughout the City of Middletown. The work under this system shall include excavation and removal of the existing pavement including the **existing** frame and cover, building up the top of the manhole frame with layers of brick adjusted to the proper height, **re-installation** of the **existing** frame and cover and placement of bituminous concrete in accordance with these specifications. **Installation of new manhole frames and covers shall not be required pursuant to this contract. If the existing manhole frame and cover is needed, one will be provided by the City.**

B. MATERIALS:

Processed Aggregate Stone: Materials shall conform to the requirements of Article M.05.01 of Form 816. Course aggregate shall be broken stone.

Bituminous Concrete: This material shall conform to the requirements of Article M.04.01 of Form 816. Surface and Binder courses shall be Class I installed and compacted in two separate lifts.

Tack Coat: This material shall conform to the requirements of Article M.04.01 of Form 816.

Concrete Building Units: Concrete units for manholes shall conform to the requirements of A.S.T.M. C-55.

Mortar: Mortar for masonry in manholes shall be 1:2 cement sand mix, provided that hydrated lime be substituted for and not to exceed 10% by weight of the cement.

C. CONSTRUCTION METHODS:

1. Prior to excavating to remove the buried manhole frame and cover, the City shall mark out the manhole location as accurately as possible. After areas are marked out, the Contractor shall notify "Call Before You Dig" and obtain a number and start date. The contractor shall provide twenty-four (24) hours advance notice to the City prior to the start of work and after obtaining an authorization number from call before you dig.
2. The pavement, manhole frame, and cover shall be removed by means of a "Peco" manhole casting extractor. The resultant cut in the pavement shall be a manhole of 54" inches in diameter. The above equipment is manufactured by Voelker Equipment Co., Inc., Box 868, Pine Bush, N.Y. 12566.
3. The manhole frame shall be built up in elevation as required with 8" inches wide by what ever height is needed utilizing brick and mortar adjustment courses. All construction methods shall comply with current City standards.
4. The manhole frame & cover shall be left slightly depressed (below finished pavement) by a maximum of 1/4" inch.
5. All preparation for and placement of bituminous pavement shall comply with the requirement set forth under "Permanent Pavement Repair". Four 4" inches of Bituminous pavement shall be installed in two (2) separate lifts shall be included in the per unit price. Extra bituminous shall be paid under the unit price for "Additional Vertical Adjustments".

D. MEASUREMENT AND PAYMENT:

"Manhole Elevation Adjustment" shall be paid for at the contract unit price bid for "Manhole Elevation Adjustment", which price shall include the cost of saw cutting pavement, removal and approved disposal of existing pavement and base material, additional processed stone, (if necessary), grading, shaping and compacting the base material, placement of liquid asphalt, placement of bituminous binder joint sealing and the installation of the pavement surface courses, compaction of each course, all materials, labor tools, and equipment necessary or incidental to complete the item as specified. The unit price shall be per manhole for a Height increase of 4" inches or less.

A. SCHEDULE OF WORK

ITEM #	ITEM DESCRIPTION	UNIT OF MEASURE
1.	MANHOLE ELEVATION ADJUSTMENT	EACH UP TO 4" HEIGHT
2.	ADDITIONAL VERTICAL ADJUSTMENTS	EACH EXTRA INCH OF HEIGHT

SPECIAL CONDITIONS

1. **PURCHASE ORDER / WORK ORDER:** Purchase orders/ work order for manhole adjustments will contain no less than four (4) manholes.

2. **TIME FOR COMPLETION/ LIQUIDATED DAMAGES:** The contractor shall proceed with the work within **30 days** of receiving a written purchase order/work order. No work shall be started without an authorized purchase order. Several Purchase Orders will be issued throughout the year, each pertaining to one or more specific locations.

If work is not completed within the specified time periods liquidated damages shall be issued at \$100.00 per day unless a written time extension is granted by the City of Middletown. After three repeated failures to complete the work within the time period specified the contract may be terminated by the City of Middletown.

3. **CONSTRUCTION STAKING:** Construction staking will be provided by the City of Middletown Water and Sewer Department. Unsuitable or surplus material that cannot be reused or salvaged shall be disposed of by the contractor at his own expense at a site approved by the City of Middletown.

4. **MATERIALS:** All materials used and work performed under this contract shall conform to applicable sections of the "State of Connecticut, Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction", Form #816, issued 2004.

5. **ACCESS TO PROPERTY:** It shall be the contractor's responsibility to notify each resident as to when vehicular access to their property will be interrupted and provide them with sufficient time to make adjustments. Driveways shall not be made inaccessible for more than 3 continuous days.

6. **PERMITS:** The Contractor shall obtain all City and/or State permits to proceed with any construction (fees for which shall be waived in the case of City permits). The Contractor shall also maintain the appropriate insurance as specified in the insurance exhibit and complete the work in accordance with all of the requirements of the City and/or State.

7. **MAINTENANCE AND PROTECTION OF TRAFFIC:** Unless other provisions are made on the plans or

in the special provisions of the contract, the Contractor shall keep the roadway under construction open to at least one (1) lane of traffic for the full length of the project and shall provide a sufficient number of travel lanes and pedestrian passway to move the traffic ordinarily using the roadway. The travel lanes and pedestrian passway shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interruption to traffic.

Suitable ingress and egress shall be provided at all times where required, for all intersecting roads and for all abutting properties having legal access.

It is the contractor's responsibility to notify the Middletown Police Department when traffic will be interrupted or if traffic men are required. Maintenance and Protection of Traffic shall be the contractors' responsibility and no additional compensation shall be made by the City. If uniformed police officers are required, they will be provided by the Public Works Department or the Water and Sewer Department.

8. **CERTIFICATE OF COMPLETION AND WARRANTY:** Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the owner or the public shall constitute acceptance of work not done in accordance with the contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months from date of the Certificate of Completion for that work.

A. MANHOLE ELEVATION ADJUSTMENT

#	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	20	MANHOLE ELEVATION ADJUSTMENT (UP TO 4" HEIGHT)	\$ _____	\$ _____
2.	50	ADDITIONAL VERTICAL ADJUSTMENT FOR THE ABOVE STRUCTURES	(PER VERTICAL INCH) \$ _____	\$ _____

**MANHOLE ELEVATION ADJUSTMENTS
TOTAL BID ITEMS 1-2 INCLUSIVE SHALL BE:**

_____ (\$ _____)

Written figures

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: ___ **Individual / Sole Proprietor**
(Please Check One)

 ___ **Limited Liability Company**

 ___ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN

CITY OF MIDDLETOWN, CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

CITY OF MIDDLETOWN
Certificate of Completion

Purchase Order # _____

Project: _____ **Work Order #:** _____

Location: _____

I, _____ representing the firm

_____ certify that the work

performed for the above work order has been completed as of _____, 20__

and is in compliance with this work order and all City of Middletown standards.

Signature of Applicant

Date

Signature of City Representative

Date

APPENDIX B - INSURANCE REQUIREMENTS

Bid #2016-027 MANHOLE ELEVATION ADJUSTMENTS

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the City of Middletown.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The completed Certificate shall confirm the insurer agrees to give the City of Middletown written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at the **BIDDER'S** own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. All insurance required shall evidence a waiver of subrogation in favor of the City of Middletown

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to the BIDDER'S insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

This coverage is not required if the **BIDDER** will be using a Common Carrier to furnish the products under this Agreement.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

September 7, 2016
DATE

Bid Return Label

Please use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2016-027—Manhole Elevation Adjustments—Water & Sewer Dept.

Return Date: Tuesday, November 15, 2016 at 11:00 AM

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

