



## City of Norwich

Norwich Public Utilities  
100 Broadway, Room No. 105  
Norwich, CT 06360

Phone: (860)823-3706

Fax: (860)823-3812

E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

### INVITATION FOR BIDS

**Bid No.: 7597**

**Due Date and Time: August 1, 2018 at 2:00 P.M.**

**Title: Wastewater Treatment Plant Sludge Disposal**

The contract consists of supplying all labor, materials, and equipment to remove and dispose of sewage sludge, in sludge cake form, generated in and by the City of Norwich at the Wastewater Treatment Plant located at 44 Falls Avenue

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

envelope: Sealed Bid No: 7597

Not to be opened until August 1, 2018 at 2:00 P.M.

#### **Return Bids to:**

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



**CITY OF NORWICH, CONNECTICUT**

**PLEASE RETURN THIS FORM IMMEDIATELY!**

**Acknowledgement: Receipt of Bid Documents**

**Bid No.:** 7597  
**Title:** Wastewater Treatment Plant Sludge Disposal

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

Date Issued: 07/18/2018  
Date Documents Received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do you plan to submit a response? \_\_\_\_ Yes \_\_\_\_ No

Print or type the following information:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Received by: \_\_\_\_\_

**Note: Faxed or e-mailed acknowledgements are requested.**

**Fax No.:** (860)823-3812  
**E-mail:** [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

**Fax or e-mail this sheet only. A cover sheet is not required.**  
**DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS BID**



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### INVITATION FOR BIDS

#### Bid No. 7597

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for the **Wastewater Treatment Plant Sludge Disposal** until 2:00 P.M. prevailing time on August 1, 2018, at which time they will be publicly opened and read aloud. All bids are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

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

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

City of Norwich      <http://www.norwichct.org/bids.aspx>  
State of Connecticut      [http://das.ct.gov/SCP\\_Search/Default.aspx](http://das.ct.gov/SCP_Search/Default.aspx)

Questions regarding this bid must be submitted in writing to William R. Hathaway, Purchasing Agent, at [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org) or by facsimile to (860)823-3706, no later than 12:00 P.M. on July 24, 2018.

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

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

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

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

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

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# City of Norwich Connecticut

## Norwich Public Utilities

16 South Golden Street

Norwich, CT 06360-4431

### Standard Bid and Contract Terms and Conditions

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

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

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

#### Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:  
<http://www.norwichct.org>  
<http://das.ct.gov>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of the Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person

initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier.

8. Conditional Bids are subject to rejection in whole or in part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.

9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.

12. By its submission the Bidders represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

**Corporation** - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are



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### Standard Bid and Contract Terms and Conditions

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

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

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

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

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

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

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

**Umbrella/Excess Liability:** \$5,000,000 each occurrence; \$5,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

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

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

#### Samples

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

#### Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

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

#### Delinquent Tax Set Off

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

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

#### Contract

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

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

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

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.



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### Standard Bid and Contract Terms and Conditions

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

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

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

#### Delivery

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

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

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

#### Saving Clause

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

#### Advertising

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

#### Rights

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

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

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with



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these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

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



REQUIRED DOCUMENTS – BIDDER’S CHECKLIST  
WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL

- 1 Unit Pricing \_\_\_\_\_
- 2 Addendum Acknowledgement \_\_\_\_\_
- 3 Bidder’s Bond \_\_\_\_\_
- 4 Non-Collusion Affidavit \_\_\_\_\_
- 5 Non-discrimination in Employment \_\_\_\_\_
- 6 Statement of Bidder’s Qualifications \_\_\_\_\_
- 7 Proposed Subcontractors \_\_\_\_\_
- 8 Proposed Suppliers \_\_\_\_\_
- 9 Certificate as to Corporate Principal \_\_\_\_\_
- 10 Sludge Processing Site Certifications \_\_\_\_\_
- 11 Spill Response Plan \_\_\_\_\_

## 1. RECEIPT AND OPENING OF BIDS

Sealed bids for the ***Wastewater Treatment Plant Sludge Removal*** will be received at the office of the Purchasing Agent, City Hall, Norwich, Connecticut, at the time specified in the advertisement for bids, then opened and read aloud. The envelopes containing the bids must be sealed and designated as ***“Bid # 7597 Wastewater Treatment Plant Sludge Disposal”***.

The owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered, and requests for extensions of time will not be granted.

**This bid is for one year, August 2018 through July 2019, with two (2) one-year extensions negotiated at the option of the owner.** In the event the Owner does not renew this contract, the contract shall terminate on the date provided for in the contract.

**Because of the environmental implications of work involved, the owner reserves the right to conduct periodic and random job performance evaluations.**

## 2. PREPARATION OF BID

Each Bid must be submitted on the prescribed forms included with these documents. All blank spaces for bid prices must be filled in, in ink or typewritten, with the information requested or with the notation ‘N/A’ for not applicable. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications together with all Addenda thereto.

Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to the instructions in this specification, shall be rejected. Conditional bids will not be accepted

All bidders shall complete and return the “Statement of Bidder’s Qualifications” which is attached to the bid.

The bid price(s) shall be written in both **words** and **figures**, and in the case of a discrepancy between the two the amount in **words** shall govern.

## 3. PRICES

Bidders shall state the proposed price for the work by which the bids will be compared. This price is to cover all expenses incidental to the completion of the work in full conformity with the Contract and the Specifications.

No bid will be accepted which does not contain a unit price for every item contained in the bid form.

## 4. INFORMATION SUPPLIED TO BIDDERS

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

The owner shall provide to bidders prior to bidding, all information that is pertinent to, and delineates and describes, the work to be done. The Contract Documents contain the provisions required for completion of the work. Information obtained from any officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

#### 5. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to: Bill Hathaway, City of Norwich, 100 Broadway, Norwich, CT 06360 or whathaway@cityofnorwich.org . In order to be given consideration, such request must be made by **12:00 PM on July 24, 2018**. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be made available to all prospective bidders, not later than three (3) days prior to the date fixed for the opening of bids in any one of the following methods:

- Emailed; or
- Placed on the City of Norwich and State of Connecticut websites

Addenda so issued shall become a part of the Contract Documents

#### 6. TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the owner prior to the closing time, and provided further, the owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and postmarked prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or items will not be known by the owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modifications.

#### 7. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

#### 8. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or as written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder

#### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

#### 9. METHOD OF AWARD-LOWEST QUALIFIED BIDDER

If, at the time this Contract is to be awarded, the lowest base bid submitted by a qualified bidder does not exceed the amount of funds then estimated by the owner as available to finance the Contract, the Contract will be awarded on the lowest base bid by a qualified bidder, availability of bidder and bidder considered best suited to the owner's needs in the owner's opinion. If such bid exceeds such amount, the owner expressly reserves the right to increase or decrease any class, item, or part of the work, and this reservation includes the omission of any such item, items, class, or part of the work as may be decided by the owner at unit prices submitted by the bidder to bring the Contract within available funds; or the owner may reject all bids. In determining the lowest qualified bidder the unit price bid and experience of the bidder will be used. The term "lowest responsible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity and experience necessary for the faithful performance of the work. The Owner reserves the right to award the work based upon information contained in the bidders Narrative submitted with their bid.

#### 10. BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the owner, in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the owner and the accepted bidder have executed the contract; or if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid

#### 11. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### 12. EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the owner. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond and insurance certificates within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms.

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

### 13. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the owner, as liquidated damages for such failure or refusal the surety deposited with his bid.

### 14. NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the owner and Contractor.

### 15. UNCERTAINTY OF QUANTITIES

Any quantities listed in the bid (proposal) are approximate and are given for use in comparing bids and to indicate approximately the total amount of the Contract. Notwithstanding any projections contained in this request for proposals, the Owner makes **no commitment** on the total tonnage for the term of the contract, and the proposals are awarded on a “unit cost per wet ton” basis for dewatered sludge removal. The Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of that work which cannot be predicted in advance. The quantity under certain items may be materially greater or less than that given in the bid.

Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

### 16. QUALIFICATIONS OF THE BIDDER

THE OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### 17. OBLIGATIONS OF THE BIDDER

It is the responsibility of each bidder before submitting a proposal to visit the Norwich WPCF to become familiar with local conditions that might affect cost, progress, performance or furnishing of the work. Before submitting a bid, each bidder shall, at the respondent's own expense, make or obtain any additional examination, investigations, tests and studies and obtain any additional information and data which may affect cost, progress, performance of furnishing of the work and which the bidder deems necessary to determine his/her bid for performing and furnishing the work in accordance with the terms and conditions of the contract documents. Such a visit can be

#### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

scheduled by contacting Dave Grundwalski at 860-608-5969. The submission of any bid will be accepted by the owner as satisfactory proof that the bidder has satisfied himself in these respects.

The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor, assert that there was any misunderstanding in regard to the nature, or amount of work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials except those materials furnished by the owner and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his bid, if his bid is accepted.

#### 18. CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others.

#### 19. PAYMENT SCHEDULE

Payment for the work will be made when the work outlined in the specifications is performed in accordance with the terms stated herein. The Contractor may submit periodically, but not more than once each month, a Request for Payment for work done. Invoices shall be prepared in prescribed form by the Contractor and shall be submitted to the Owner's Representative for checking and certifications.

All contract payments shall be understood to be subject to appropriation by Norwich Public Utilities on an annual budget basis.

Payment for the removal of dewatered sludge cake shall be on a per wet ton basis, which is based on documentation of weight amounts before and after loading for each load taken and recorded at a certified scale acceptable to the Owner. Payment shall include compensation for both transportation and disposal, along with all work incidentals to complete the work. Actual payment for the services shall be paid monthly by the Owner after receipt of appropriately documented invoices from the contractor. **Invoices must include the purchase order number which will be issued upon award of the contract.**

#### 20. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws and municipal ordinances for the work and the rules and regulations of all authorities having jurisdiction over the work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

BID PROPOSAL  
NORWICH PUBLIC UTILITIES  
NORWICH, CONNECTICUT

**WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL**

TO: City of Norwich  
City Hall  
Norwich, Connecticut 06360

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Document for the *Wastewater Treatment Plant Sludge Disposal* and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents at and for the unit prices for work in place for the following work items.

The quantity of the units shown below is given for the purpose of determining the Award. The Owner reserves the right to increase or decrease these quantities. Payment to the Contractor will be based on completed measured quantities of these work items.

The City of Norwich invites bidders for the procurement of the removal and disposal of sewage sludge, in sludge cake and liquid form, generated in and by the City of Norwich at the City's Wastewater Treatment Plant located at 44 Falls Ave. Wastewater treatment undertaken at the facility consists of screening, grit removal, primary sedimentation, fine bubble aeration tank for activated sludge, secondary sedimentation, and chlorination. Sludge processed at the WPCF consists of thickened primary and humus sludge (TS). Presently sludge is dewatered to an average solids content of 15%.

In accordance with the detailed specifications, the City desires to contract for the removal of sludge generated by the above-mentioned facility for a one-year period. The dates of the contract are set forth in the agreement. As detailed in Attachment A-1, the facility current annual average sludge production is 300 dry tons/year or 2096 wet tons/year.

The City will not guarantee production of a minimum quantity of sludge under this contract. The data regarding current production detailed in Attachment A-1 may be relied upon as to technical accuracy of data, but the City does not warrant or represent that it is indicative of future sludge production.

**UNIT PRICING**  
**REMOVAL OF SLUDGE COST FORM – CAKE AND LIQUID**

CITY OF NORWICH, CONNECTICUT

The undersigned, accepts the terms, conditions and requirements stated in the City's sludge removal request for bid specifications. The undersigned proposes to perform all work and services, furnish all labor and equipment, and complete the work in its entirety in accordance with the specifications:

Belt filter pressed sludge cake = 13.0%-20% solids  
Wet tons of dewatered sludge cake = 2400 tons/year

Price must be firm regardless of disposal site.

The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

---

**ONE-YEAR CONTRACT:**

A. ***Dewatered Sludge Cake***

Disposal and transportation in wet tons:

Cost per wet ton = \$ \_\_\_\_\_/wet ton

(Amount in words: \_\_\_\_\_)

**This bid includes the Contractor's Spill Response Plan \_\_\_\_\_ (Check on line).**



Respectfully submitted:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

(Seal if bid is by a  
corporation)

By: \_\_\_\_\_

(Name) (typed)

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

\_\_\_\_\_

Attested

Email: \_\_\_\_\_

Date: \_\_\_\_\_

If the Contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, he shall submit a list of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the Owner that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

**STATEMENT OF BIDDER'S QUALIFICATIONS**  
**SLUDGE DISPOSAL NARRATIVE**

Proponents are to compose on their company letterhead and attach to response a complete detailed narrative of their proposal for sludge removal, and if applicable, screenings and grit removal from the City of Norwich to the ultimate disposal site. **The narrative must contain, at a minimum, the information requested below.** The proponent must sign and date the narrative.

1. Capacity of the vehicle(s) to be used for removal in tons / load for cake disposal.
2. Complete enumeration and description of all equipment bidder proposes to use as part of this project.
3. Description of how vehicles will be loaded, including the estimated time required for loading, and how loads of dewatered sludge will be distributed into the receiving vessel.
4. Description of a “typical week” including the number of loads removed from the facility, the number of days per week loads leave the facility. Describe how disposal would be coordinated into the present dewatering schedule of 3-6 days per week. Please note that dewatering is routinely done Monday through Friday and scheduled to avoid holidays.
5. **The bidder is required to have no less than two (2) approved disposal facilities qualified and available to handle disposed sludge; one primary and one secondary.** For each facility indicate where the sludge will be disposed and outline the route the sludge will take from the WPCF to the disposal site. Include the names of the disposal facilities, addresses, and telephone number of a contact person at the facility. The Owner may contact the facility as a reference.
6. List two client references that the proponent is presently under contract with for sludge disposal. This list should include the name, address, and telephone number of a contact person. The Owner will contact references before the award of a contract.
7. The bidder must supply either hard copy or electronically, a copy of their most recent spill prevention plan.

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

## CORPORATE HISTORY

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. If a corporation, where incorporated:
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion)
7. General character of work performed by your company:
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List projects similar to this that your organization completed within the last 5 years? The contractor shall attach a summary of such work that identifies:
  - Name of Owner
  - Date of Work
  - Contract Amount
  - Brief Description of Work
11. Experience in work similar in importance to this project.
12. Background and experience of the principal members of your organization including the officers.

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

- 13. Will you, upon request, fill out a confidential detailed financial statement and furnish any other information that may be required by the Owner?
  
- 14. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner or representative in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
(name of organization)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_ 20 \_\_\_\_.

PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE PROPOSES TO USE. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" \_\_\_\_\_  
.....

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

PROPOSED SUPPLIERS

THE BIDDER SHALL STATE THE NAMES OF PROPOSED MATERIAL SUPPLIERS FOR THE PROJECT. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" \_\_\_\_\_  
.....

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

\*Insert description of work and suppliers names as may be required.

This is to certify that all names of the above-mentioned suppliers are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed suppliers have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

## **CRITERIA FOR REVIEW OF PROPOSAL**

Bids shall be reviewed to determine whether or not they are responsive to the criteria, terms and conditions contained in this Bid specification and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions of this specification may be cause for rejection of the bid as non-responsive.

The contract may be awarded to the responsible and responsive bidder submitting the most desirable bid for sludge removal. Cost, while being a significant factor in the selection process, will not necessarily be used as the sole criteria in selection of a bidder. In the event where two bids are rated equally, the respondent submitting the lowest cost bid will be awarded the contract. The Owner reserves the right to not award the contract to any bidders if it deems it in its best interest to do so.

### **Minimum Criteria**

A minimum of 4 years in the sludge disposal business.

Ownership of, or exclusive right to use, all equipment required to perform the contract to specifications.

Access to a primary and a secondary approved disposal facility with sufficient capacity to accept sludge from the Owner for the term of the contract.

Possession of all permits from any jurisdiction required for the ultimate disposal of sludge.

Currently under contract with at least one (1) other municipality, governmental district, or other public agencies to dispose of wastewater sludge.

Possession of or ability to obtain all permits required by any governmental authority with jurisdiction for sludge removal pursuant to this contract.

No record of any administrative orders, civil penalties, permit or license suspensions or revocation, or bond forfeiture actions brought by local, state, or federal jurisdictions, currently in effect or pending, for work to be performed under this contract, in the opinion of the City.

Proof of primary and secondary site certification for sludge cake. (**See Attachment A-4**)

The Bidder acknowledges the receipt of the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Enclosed is the Bidder's Bond, Certified Check or Cashier's Check No. \_\_\_\_\_ in the amount of five (5%) of the Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

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

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email / Fax Number)

(SEAL - if bid is by a corporation)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_

as SURETY are held and firmly bound unto the City of Norwich hereinafter called the "OWNER", in the penal sum of Five Percent of Total Bid Dollars, (\$5% of Total Bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_, 20 \_\_, for

**WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Individual Principal)

(SEAL)

(Partnership)

(Business Address)

(SEAL)

(Business Address)

Attest:

By: \_\_\_\_\_

\_\_\_\_\_

(Corporate Principal)

(Business Address)

Affix

By: \_\_\_\_\_  
Corporate Seal

Attest:

\_\_\_\_\_

(Corporate Surety)

Affix

By: \_\_\_\_\_  
Corporate Seal

Countersigned

by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

My Commission expires \_\_\_\_\_, 20 \_\_\_\_.



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was his duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

\_\_\_\_\_

Title: \_\_\_\_\_



# Norwich Public Utilities

16 South Golden Street  
Norwich, CT 06360

Phone: (860)887-2555  
Fax: (860)823-4172

## CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (legal name and address), hereinafter called “**Contractor**” and Norwich Public Utilities, 16 South Golden Street, Norwich, CT 06360, hereinafter called “**NPU.**”

WHEREAS, NPU desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of NPU, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, “Attachment A, consisting of \_\_\_\_\_ pages, attached hereto and made a part hereof,” and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be \_\_\_\_\_ and the completion date of this Contract shall be \_\_\_\_\_.

3. **Contract Price:** NPU shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ \_\_\_\_\_.

4. **Liquidated Damages:** In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to Norwich Public Utilities in the amount of \$500.00 per calendar day.

5. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor’s bid as accepted by NPU, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of this Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of NPU, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

6. **Obligations And Liability Of The Contractor:** The Contractor shall, as herein specified, do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies

and all other things (except as otherwise expressly provided herein) necessary for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of NPU, and at the prices herein agreed upon therefor.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not it is indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if it is called for both by the Drawings and by the Specifications.

The Contractor shall coordinate its operations with those of any other contractors who may be employed on other work of NPU, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct its work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required it shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless NPU and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, NPU or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify NPU, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of NPU other than supervisory acts or omissions of NPU in the work.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and final acceptance thereof. It shall in no way be relieved of its responsibility by any right of NPU to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of NPU to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct its operations so as not to damage existing structures or work installed either by it or by other contractors. In case of any such damage resulting from its operations, it shall repair and make good as new the damaged portions at its own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to NPU for the acts and omissions of its subcontractors, their officers, agents, servants and employees as it is for its own acts and omissions and those of its own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against NPU therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of its subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless NPU from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against it in connection with the work or its operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

**7. Supervision of Work:** The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with NPU, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as its agent on the work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the work without the prior written consent of NPU. If, in the opinion of NPU, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by NPU; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or its agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by NPU to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

**8. Insurance:** The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and City of Norwich Code of Ordinances. All insurance shall be obtained from companies satisfactory to NPU.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.



- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect NPU and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or its subcontractors on the Work. The policy shall indicate NPU and any Engineer as the named insured. A copy of the policy shall be furnished to NPU and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that NPU will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

**9. Contract:** This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of NPU will be final.

**10. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by NPU and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of NPU is the twelve (12) month period ending June 30 of each year. The obligations of NPU under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge NPU's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

**11. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill its obligations, NPU may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by NPU.

**12. Obligations in Event of Termination:**

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of NPU.

B. NPU shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to NPU.

**13. Record keeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting

therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, NPU, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

**14. Public, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or NPU, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with NPU funds shall vest with NPU at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of NPU before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, NPU shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that NPU provides financial support for its operations and services by explicitly stating on publicity NPU material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by NPU."

**15. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of NPU, nor shall it subcontract any services without the prior written approval of NPU.

**16. Connecticut Law:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

**17. Venue:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

**18. Waiver of Jury Trial:** CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND NPU MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**19. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:**

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of § 4a-60 of the General Statutes of Connecticut, as revised. Section E of this article is inserted in connection with subsection (a) of § 4a-60a of the General Statutes of Connecticut, as revised.

- A. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, or in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees

to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, or in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. § 46a-56.

- B. Any contractor who is party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any contractor who is party to a municipal public works contract or a quasi-public agency project where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that it complies with the nondiscrimination agreement and warranty under subsection (A)(1) above; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above and is in effect on the date the affidavit is signed.
- C. (1) If the contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The contractor shall include the provisions of subdivision (A)(1) above in every subcontract or purchase order entered into to fulfill any obligation of a public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter; (2) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects; (3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts; (4) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

D. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, form of corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in Conn. Gen. Stat. §10-262u, financed by state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

E. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

F. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

G. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

H. This contract is subject to the provisions of City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by NPU in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

**20. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**21. Compliance with Laws and Indemnification of NPU of Norwich:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. NPU may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless NPU, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which NPU may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after NPU becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

**22. Waivers And Severability:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**23. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**24. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

**25. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated on the first page of this Contract.

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.

Norwich Public Utilities:

CONTRACTOR:

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John Bilda  
Its General Manager

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Its Duly Authorized Agent

## **WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL**

### **1. CONTRACT AND CONTRACT DOCUMENTS**

The Owner will prepare the contract. The specifications, and addenda enumerated in the Technical Specification, the General Conditions, the Advertisement for Bid, the Information for Bidders, and the Bid Proposal as accepted by the Owner, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the term Contract Documents is used it shall mean and include the above named documents. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Owner and the successful bidder shall not be assigned or assignable by the contractor by way of subcontract or otherwise, unless or until the Owner shall have first assented thereto in writing

The contractor acknowledges and agrees to responsibility as an independent contractor for all operations under this contract and for all agents hereunder, and agrees to indemnify and hold harmless the Owner and its officers, boards, employees from any loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission, or default on the part of the contractor or any of its agents or employees, and will pay promptly on demand all cost and expenses of the investigation and defense thereof, including attorney's fees and expenses. And, if any claim is made, the Owner may retain out of any payments, then or thereafter due to the contractor, a sufficient amount to protect it completely against such claim, costs and expenses.

### **2. DEFINITIONS**

See Special Conditions

### **3. REPRESENTATIONS OF THE CONTRACTOR**

The Contractor represents and warrants:

- a. That he is financially solvent and that he is experienced and competent to perform the type of work required under this contract and that he is able to furnish the plant, materials, supplies, or equipment that may be necessary to perform the work as specified.
- b. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way effect the project work, or the employment of persons thereon, including but not limited to any special acts relating to the work or to the project of which it is a part.

- c. That he has carefully examined the specifications and addenda, if any, and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may affect the work.

#### 4. CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the specifications and any supplements thereto, and according to any directions or orders given by the Owner unless otherwise stipulated. He shall furnish all supplies, equipment, tools and anything else necessary or proper to perform and complete the work required by this contract, except for those items furnished by the owner. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, equipment, and methods and for any damage which may result from their failure or their improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and shall perform the work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the work, and for damages to materials furnished for the work, and for any act, omission, or instance of neglect by the Contractor, his agents, employees, or subcontractors.

The Contractor shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicted, or on account of the weather, elements, or other causes.

#### 5. SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

#### 6. COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced workers competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Owner and shall not again be employed on the work.

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

## 7. GENERAL WARRANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty work or materials.

## 8. PROTECTION OF WORK AND PROPERTY – MATERIAL SPILLS

- a. The Contractor shall at all times safely guard the Owner's property from damage, injury or loss in connection with this contract. **The Contractor shall make good any such damage, loss, penalties, fines or injury at no additional expense to the Owner.**
- b. In case of material spills the Contractor will act, without previous instructions from the Owner, in a diligent manner and in accordance with response specified in section 3 of the Technical Specifications. He shall notify the Owner immediately thereafter.

## 9. SUBCONTRACTORS

If subcontractors are employed in the hourly contract, they shall be paid for at the established unit prices in Proposal without further markups. All subcontractors must be capable of performing the work to the satisfaction of the Owner.

The Contractor shall not award work to any subcontractor other than those listed in his bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relationship between the Owner and any subcontractor.

## 10. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the work called for in this contract.

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal



## 11. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage due to the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

## 12. PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay to or to see to the payment of any sum to any sub-contractor.

## 13. SAFETY AND HEALTH REGULATIONS

These contract documents are to be governed, at all times, by the applicable provisions of the Federal law(s) including but not limited to the following:

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
3. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974.
4. Any and all safety and health standards as noted in the Technical Specification.

In the event of any inconsistencies between the above laws and regulations and the provisions of these contract documents, the laws and regulations shall prevail.

## 14. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work.

It is necessary for some work to be performed after regular hours, on Saturdays, Sundays, or legal holidays as designated by the Owner. Any work necessary to be performed after regular hours, on Saturdays, Sundays, or legal holidays shall be performed by the Contractor without additional expense to the Owner.

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

#### 15. THE OWNER'S AUTHORITY

The Owner shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the equipment and materials which are to be used under this contract. The Owner's decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected by such questions.

#### 16. ALL WORK SUBJECT TO CONTROL BY THE OWNER

In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and shall perform all work to the satisfaction of the Owner, and at such times and places, by such methods, and in such manner and sequence as he may require. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects.

#### 17. INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, and other relevant data and records.

#### 18. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after five (5) days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment, then or thereafter due the Contractor.

#### 19. SPIRITUOUS LIQUORS AND DRUGS

The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

#### 20. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities

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with such information requested by the commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

The contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of race, color, religious creed, national origin, age or sex, and to eliminate and remedy and effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in service of apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed national origin, age or sex.

The contractor shall, in all solicitations or advertisements for employees placed by or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age or sex.

If the Owner believes that a contractor is not operating in compliance with the non-discrimination clauses of the contract, then the Owner or their designated agent may conduct an investigation to determine if said contractor is in compliance. If the Owner or their designated agent determines that the contractor is not in compliance, the contract may be cancelled, terminated or suspended in whole or in part.

#### 21. CLAIMS FOR ADDITIONAL COMPENSATION

The contractor shall perform and provide services under the contract and shall not be entitled to any compensation in addition to the amount provided under the contract for the term of the contract.

#### 22. USE OF "HE", "HIS" OR "HIM"

Whenever in these specifications the masculine words, "he", "his", or "him" are used pertaining to the Contractor, Owner, Engineer or any other entity or person it shall be for brevity, and in no way is any sexual discrimination intended.

#### 23. INSURANCE

See section 15 of the **Standard Bid and Contract Terms and Conditions**

## **WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL**

### **1. SUMMARY OF WORK**

The work comprises removal of sewage sludge, in sludge cake and liquid forms, generated in and by the City of Norwich at the City's Wastewater Treatment Plant located at 44 falls Avenue in the City of Norwich. Wastewater treatment undertaken at the facility consists of screening, grit removal, primary sedimentation, and chlorination. Sludge processed at the Wastewater Treatment Plant consists of thickened primary and humus sludge. Presently sludge is dewatered to an average solids content of 15%.

### **2. EXISTING WASTEWATER TREATMENT FACILITIES AND PROCESSES**

**Facility:** The Wastewater Treatment Plant is a secondary treatment facility with a design capacity of 8.5 MGD and an average daily flow of 5.2 MGD. Sludge processing consists of combined thickening of primary and humus sludge. **Attachment A-3** contains a process flow schematic.

**Sludge Thickening** – Primary sludge is continually pumped to a 37,000 gallon gravity thickening tank. Sludge rake arms located at the bottom of the tank collect the sludge in the central thickening portion of the tank, allowing for continued settling, mixing, and concentration. Sludge thickens to an average value of 4.5% solids where it is pumped to an anaerobic digester for conditioning. The Secondary sludge is thickened using a Rotary Drum Thickener to thicken the sludge to an average value of 4.5% solids where it is pumped to an anaerobic digester for conditioning. Five times per week the sludge is pumped to a belt filter press, where it is dewatered to an average of 15% solids. A belt conveyor drops the sludge from the solids handling building to a waiting 30 yard roll-off container and trucked to an approved disposal site.

The City utilizes a belt filter press, which will be capable of producing dewatered sludge cake to approximately 20% solids. The City desires to be able to remove sludge from its facility as either sludge cake or liquid sludge in any ratio depending upon disposal costs and operational considerations. The Rotary Drum Thickener has been satisfactorily producing secondary clarifier liquid sludge in the range of 4-5% solids.

**Sludge Production Volume** – Sludge production and characteristics at the Norwich Wastewater Treatment Plant are based on an evaluation of operational records for a 12 month period (January 2016 and December 2016) Estimated Sludge production is based on sending 15,000 to 17,000 gallons of Primary Sludge at 5% to the Digester and 12,000 to 15,000 gallons of Secondary Sludge at 4.5% to the digester.

**Sludge Quality** – **Attachment A-2** contains the analyses performed in 2016 on its dewatered sludge in compliance with federal sludge monitoring requirements

### 3. MATERIALS SPILLS

If at any time materials covered under this contract are spilled onto a street or any property, whether publicly or privately owned by the contractor, or the contents of a truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the contractor shall clean up the spilled or illegally dumped material immediately. The materials shall be cleaned up in compliance with all federal and state laws and regulations and in a manner so as to restore the cleanliness of the property and the safety of the occupants, and the contractor shall pay all cost, including those to the City for legal services, fees, fines, and penalties associated with the spillage or dumping.

Any spill caused by the contractor during normal working hours shall be reported to the Department of Energy and Environmental Protection (860)-424-3704, the Department of Public Health Water Supply Section (860) 509-7333 and Recreation Section (860) 509-7297 and local Director of Health within 2 hours. Spills that occur outside of normal working hours (8:30 am to 4:30 pm) shall notify the Emergency Response Unit at (860) 424-3338 and the Department of Health at (860) 509-8000 within 2 hours of occurrence. **“Failure to cleanup and report to the proper agencies listed above within 24 hours are grounds to terminate this contract.”**

The Contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work conditions for OSHA compliance. If the Contractor uses subcontractors, the Contractor is responsible for ensuring that the sub-contractors fulfill their obligations with respect to employee safety, particularly including those, which affect the entire site.

The Owner shall consider OSHA violations over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether the Contractor is an acceptable bidder. If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the Contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlements or any explanations(s) of such violation(s).

### 4. RESPONSE CRITERIA

The Contractor is expected to respond for scheduled work within two (2) calendar weeks from date of award. This contract is based on the Contractor's ability to be available for normal scheduled work Monday through Friday, 8:00AM – 4:00PM and to follow the Owner's start and end time for their workers and equipment.

The Contractor shall provide a failsafe means of being contacted. The contractor shall maintain an office and such other facilities through which the contractor can be contacted. The contractor shall have sufficient telephone, e-mail and fax service and shall have a responsible person in charge at the office from 8:00 a.m. to 4:00 p.m. on Monday through Friday. The contractor will provide an answering machine or answering service to receive messages during non-office hours. In addition, the contractor will provide and maintain a current off-hours emergency telephone contact person.

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

## WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL

### 1. TERMS, DEFINITIONS & ABBREVIATIONS

“**Bid**” shall mean the offer of the respondent submitted on the prescribed forms setting forth the prices for the services to be performed.

“**Contract**” shall mean the contract for the transportation and disposal of sewage sludge between the Owner and the successful respondent.

“**Contract Award Amount**” shall be a fixed cost per wet ton that includes disposal and transportation to the disposal site.

“**Contract Period**” or “**Contract Term**” shall mean the contract term specified in Section 1 of Information for Bidders.

“**Contractor**” shall mean the successful bidder.

“**CY**” shall mean cubic yard.

“**Dewatered Sludge**” shall mean the removal of sludge from the Wastewater Treatment Plant and its subsequent disposal in an approved disposal facility, or its reprocessing by the respondent. Ownership of the sludge shall pass to the contractor when it is placed in the containers of the contractor.

“**Disposal**” shall mean the removal of sludge from the Wastewater Treatment Plant and its subsequent disposal in an approved disposal facility, or its reprocessing by the contractor. Ownership of the sludge shall pass to the contractor when it is placed in the containers of the contractor.

“**Primary and Secondary Site Certification**” shall refer to the respondent’s having both a primary and secondary site, each certified to accept municipal waste and each having adequate and sufficient disposal capacity to service the contract. (See Attachment A-4)

“**Bidder**” shall mean any person, firm, or corporation submitting a proposal.

“**Representative**” (of bidder) shall mean an individual who is a director or officer, if bidder is a corporation, or a partner, if the proponent is a partnership, or a principal in the bidder’s business. Such individual shall have the authority to contract on behalf of the bidder and to bind the bidder to terms of contract.

“**Sludge**” shall mean the product generated by the City of Norwich Wastewater Treatment Plant. It shall not include any waste defined as hazardous in 40 CFR Sec. 261.3, as amended, or any

radioactive waste or materials regulated under 42 USC Sec. 6921-6925, as amended or any hazardous substances as defined in 42 USC Sec. 6901 et seq. And any regulations adopted there under or any material classed as hazardous or otherwise prohibited from landfill disposal by state law or regulation. To the extent that minimum amounts of hazardous waste included in sludge may under applicable law and regulation be accepted for landfill disposal without special handling and without enforcing special liability, such waste shall not be excluded from the definition “**sludge**”. Copies of sludge analysis required by the Connecticut Dept. of Environmental Protection are included in Attachment A-2.

“**Sludge Cake**” shall refer to the sludge that is produced in the filtration process. The present average percent solids of this sludge cake are 17.5 % with a range of approximately 15-20%. This is also referred to as dewatered sludge.

“**Owner**” shall mean the City of Norwich, Connecticut and Norwich Public Utilities.

“**TS**” shall mean thickened primary and humus sludge produced at the Norwich WPCF.

“**Watertight Container**” – shall mean a 30-yard roll off dumpster that is gasketed and self-sealing without leakage.

“**Wet Tons**” shall refer to the weight of the sludge that has been dewatered through the Norwich WPCF’s dewatering process. The average percent (%) solids of this dewatered sludge are 15%. This is also referred to as “**sludge cake**”. This shall be calculated by dividing dry tons by 0.175.

## 2. DISPOSAL SITES

**The sludge shall be disposed of at an approved facility. The Owner requires proof that the Contractor has agreements with no less than two (2) approved disposal facilities.** Approval shall be by the appropriate state regulatory agency of the state in which the facility is located. The Owner requires written proof of approval from the appropriate agencies before the award of the contract. The transportation cost to transport the sludge to an approved disposal site will be the same for all disposal sites

## 3. PICKUP

**Pickup location** - The pick-up point to be used by the Contractor for the term of this contract shall be the City of Norwich WPCF. This contract shall include the removal of all sludge generated by said plant during the term of the contract.

**Pick-up frequency** – The WPCF operates 8 hrs/day, Monday through Friday. The response time for pick-up of loads must be immediate, so as to minimize back-up of sludge in the plant. Night pick-up should be scheduled between 4:30 pm and 6:00 am. The Owner will contact the

### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal

Contractor the day before to schedule the number of containers needed on that day. The Contractor will be responsible for the removal of this material to approved disposal site(s). The contractor shall have available sufficient reserve containers to provide for unforeseen surge in flow in cake or liquid, sludge production, transportation difficulties, or other adverse contingencies. During pick-up, an empty container shall be provided for at the WPCF for continued use and operation of the plant.

**Pick-up Days and Times** – The Contractor shall make pick-ups with sufficient frequency to assure that no sludge back-ups occur at the WPCF. It is expected that the average volume of dewatered sludge produced in any one dewatering day will be 15 wet tons and should not exceed 24 wet tons in any one day Unless emergencies cause unforeseen conditions, dewatering is only done on weekdays, Monday through Friday, and avoided on holidays. Saturday pick up is an option.

#### 4. MATERIALS

**Materials for which Contractor is responsible** – The Contractor will be responsible for the removal of all “sludge” as defined in the Terms and Definitions section above.

**Materials for which Contractor is not responsible** – Hazardous and radioactive defined, as from time to time determined under state and federal law, but not limited by their enumeration:

40 CFR Section 261.3  
42 USC Section 6921.6925  
42 USC Section 6901 et seq.

#### 5. PERMITS AND LICENSES

The contractor, its agents, servants, and employees, at its expense shall obtain and maintain throughout the entire contract period, all permits, licenses and approvals necessary or required for the contractor to perform the work and services described herein and shall comply with all applicable federal, state, and local laws and regulations in its performance of the contract.

#### 6. REPORTING

The contractor shall prepare and submit to the Owner, with each billing for the same time period, monthly reports which shall contain (where applicable), the following:

- The contractor shall maintain an up-to-date log of collections from the Wastewater Treatment Plant and delivery to disposal site(s) indicating pick-up date, time, bill of lading number, weights, disposal site, and load number.
- Each invoice shall be accompanied by a signed certification indicating the disposal site that was utilized for each load of sludge.

#### **Norwich Public Utilities**

Wastewater Treatment Plant Sludge Disposal



- In addition to the foregoing, the Contractor shall make immediate report to the designated City Representative whenever contamination has occurred as a result of spillage or otherwise.

**ATTACHMENT A-1**

**FILTER CAKE PRODUCTION**

**Twelve Month Period ending December 2016**

<b>Date</b>	<b>Wet Tons</b>	<b>Ave % Solids</b>
Jan-16	288	14.0
Feb-16	268	13.8
Mar-16	250	13.8
Apr-16	182	14.0
May-16	186	13.2
Jun-16	215	13.5
Jul-16	189	13.9
Aug-16	230	14.6
Sep-16	187	14.6
Oct-16	196	15.0
Nov-16	299	16.6
Dec-16	186	17.1
<b>Total</b>	2676.0	174.1
<b>Average</b>	223.0	14.5

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www.actlabs.biz

Norwich Dept. Of Public Util.  
Monir Tewfik  
16 South Golden Street

Norwich, CT 06360

**Report Date:** 01/19/2017

ACT Number: 2017010039 - 1		Sample Date: 01/05/2017	Date Received: 01/05/2017		
Sample Type: Composite		Sample Time: 08:10:	Project number		
Collected by: Client		Sample Matrix: Sludge			
Location/ID: Dewatered Sludge					
Description:					
Laboratory Test	Result	Units	Method	Analysis Date	Analyst
<i>Inorganic</i>					
Ammonia Nitrogen	8188	mg/Kg Dry	SM 4500-NH3 E	01/17/2017 03:30:00 PM	NS
Fixed Solids	26.55	%	SM2540-G	01/09/2017 04:00:00 PM	EG
Nitrate (As N)	<6.5	mg/Kg Dry	SW846-9056	01/18/2017 03:59:00 PM	RL
Nitrite (As N)	<1.3	mg/Kg Dry	SW846-9056	01/18/2017 03:59:00 PM	NS
Nitrogen, Total Kjeldahl	51332	mg/Kg Dry	SM 4500 Norg	01/09/2017 10:30:00 AM	NS
pH	8.05	S.U.	SM 4500-H+B	01/05/2016 04:30:00 PM	NS
Phenols	<5.0	mg/Kg	SW846-9065	01/16/2017 10:30:00 AM	NS
Total Organic Nitrogen	43100	mg/Kg Dry	SM4500NORG-B	01/19/2017 02:26:47 PM	RL
Total Solids	13.19	%	SM2540B	01/09/2017 04:00:00 PM	EG
Volatile Solids	73.45	%	SM2540-GV	01/09/2017 04:00:00 PM	EG
<i>Metals</i>					
Arsenic, Total	7.65	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Beryllium, Total	<1.0	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Cadmium, Total	<10.0	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Chromium, Total	24.2	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Copper, Total	605.9	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Lead, Total	82.4	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Mercury, Total	<0.25	mg/Kg Dry	SW846-7470	01/16/2017 12:07:53 PM	TU
Metals Extraction	Complete		SW846-3015	01/16/2017 12:07:53 PM	TU
Nickel, Total	16.2	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU
Zinc, Total	1141.2	mg/Kg Dry	SW846-6010	01/11/2017 01:20:58 PM	TU

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www.actlabs.biz

Norwich Dept. Of Public Util.  
Monir Tewfik  
16 South Golden Street

Norwich, CT 06360

Report Date: 01/19/2017

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ACT Number: 2017010039 - 1      Sample Date: 01/05/2017      Date Received: 01/05/2017  
Sample Type: Composite      Sample Time: 08:10:      Project number  
Collected by: Client      Sample Matrix: Sludge  
Location/ID: Dewatered Sludge  
Description:

Laboratory Test	Result	Units	Method	Analysis Date	Analyst
<i>PCB's</i>					
Arochlor 1016	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL
Arochlor 1221	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL
Arochlor 1232	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL
Arochlor 1242	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL
Arochlor 1248	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL
Arochlor 1254	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL
Arochlor 1260	<1.0	mg/Kg Dry	SW846-8082A	01/16/2017 07:44:00 PM	RL

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ACT Number: 2017010039 - 2      Sample Date: 01/05/2017      Date Received: 01/05/2017  
Sample Type: Grab      Sample Time: 08:10:      Project number  
Collected by: Client      Sample Matrix: Sludge  
Location/ID: Dewatered Sludge  
Description:

Laboratory Test	Result	Units	Method	Analysis Date	Analyst
<i>Microbiology</i>					
Coliform Bacteria, Fecal	340,000	cfu/100ml	SM9222D	01/12/2017 03:00:00 PM	EG
Coliform Bacteria, Total	4,300,000	col./100ml	9222B	01/12/2017 03:00:00 PM	EG
Heterotrophic Plate Count	5,550,000	CFU	9215B	01/12/2017 03:00:00 PM	EG

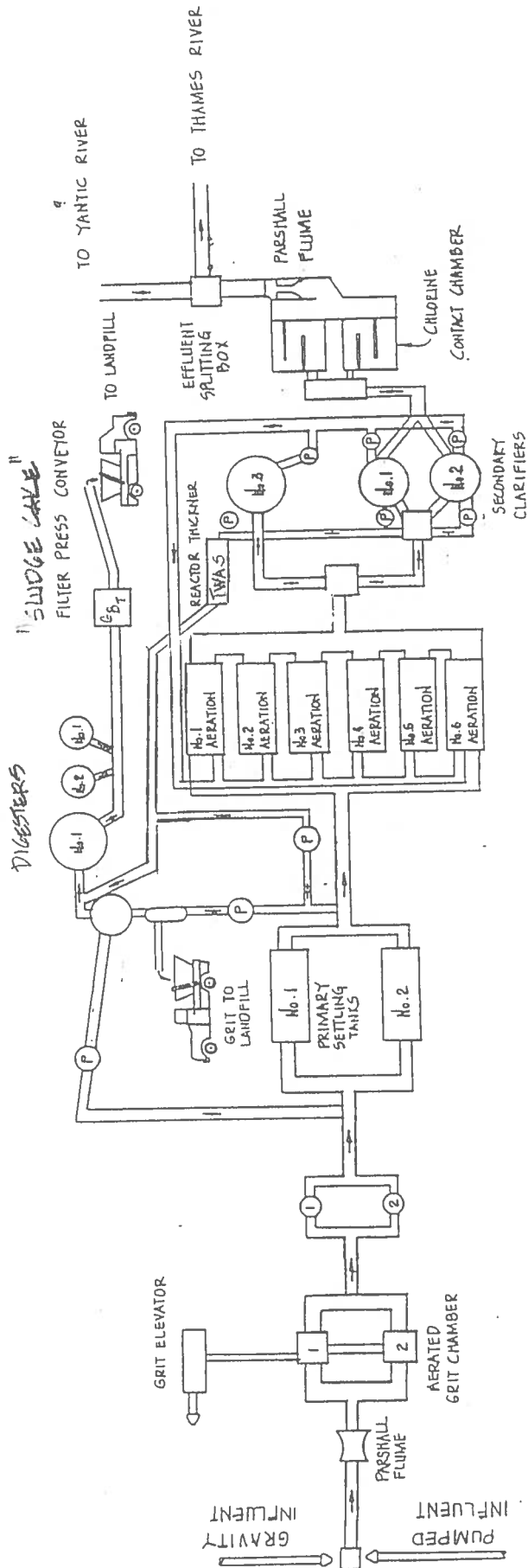
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www.actlabs.biz

For Analytical Consulting Technology, Inc.  \_\_\_\_\_ 2017010039  
Laboratory Director

# ATTACHMENT A-3



**WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL  
SLUDGE PROCESSING SITE CERTIFICATION  
(Primary or Secondary Location)**

{Submit on Disposal Site Facility Letterhead – One form for each location}

I, \_\_\_\_\_, disposal facility representative, am the  
\_\_\_\_\_ (title) for \_\_\_\_\_ Company

Name/Owner Operator, who owns/operates a sludge processing site at the following location:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

On behalf of the bidder, \_\_\_\_\_, hereinafter referred to as the Contractor, I have reviewed the City of Norwich CT Request for Proposal specifications for the transportation and disposal of sludge.

The above named facility is approved to accept municipal wastewater residuals (sludge) and has adequate and sufficient processing capacity to service the contract term at the following processing site:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

If the City of Norwich awards this contract to the Contractor, \_\_\_\_\_ (company name/owner operator) will provide the Contractor with adequate and sufficient processing capacity to service this contract for its entire term.

\_\_\_\_\_ (company name/owner operator) operates the processing site listed above in compliance with all current federal and state laws and regulations

\_\_\_\_\_  
Company name of disposal facility

\_\_\_\_\_  
Signature/Title of authorized disposal facility representative

\_\_\_\_\_  
Printed/Typed Name of authorized disposal facility representative

**WASTEWATER TREATMENT PLANT SLUDGE DISPOSAL  
SLUDGE PROCESSING SITE CERTIFICATION  
(Primary or Secondary Location)**

{Submit on Disposal Site Facility Letterhead – One form for each location}

I, \_\_\_\_\_, disposal facility representative, am the  
\_\_\_\_\_ (title) for \_\_\_\_\_ Company  
Name/Owner Operator, who owns/operates a sludge processing site at the following location:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

On behalf of the bidder, \_\_\_\_\_, hereinafter referred  
to as the Contractor, I have reviewed the City of Norwich CT Request for Proposal specifications  
for the transportation and disposal of sludge.

The above named facility is approved to accept municipal wastewater residuals (sludge) and has  
adequate and sufficient processing capacity to service the contract term at the following  
processing site:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

If the City of Norwich awards this contract to the Contractor, \_\_\_\_\_  
(company name/owner operator) will provide the Contractor with adequate and sufficient  
processing capacity to service this contract for its entire term.

\_\_\_\_\_ (company name/owner operator) operates the  
processing site listed above in compliance with all current federal and state laws and regulations

\_\_\_\_\_  
Company name of disposal facility

\_\_\_\_\_  
Signature/Title of authorized disposal facility representative

\_\_\_\_\_  
Printed/Typed Name of authorized disposal facility representative