



REQUEST FOR BID SSR 2014-07

ISSUE DATE: 4/22/15

DEADLINE: 5/14/15

DEADLINE TIME: 10:00AM

REQUEST FOR BID X
REQUEST FOR PROPOSAL

ITEM: **GRAND AVENUE PUMP STATION HATCH AND BOULEVARD
INTERCEPTOR ACCESS MANHOLE REPLACEMENT**

LOCATION: GNHWPCA, 260 EAST STREET, NEW HAVEN, CT

 X GNHWPCA Standard Construction Details (ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals (Reply Sheet 1 through 3) are due at the Greater New Haven Water Pollution Control Authority on the date noted. NO Bids/Proposals will be accepted after the date and time specified above. Whether the Bid/Proposal is sent by mail or commercial express service, the bidder shall be responsible for actual delivery of the Bid/Proposal to the Director of Finance and Administration before the deadline time. Bids/Proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSAL ARE NOT ACCEPTED BY FAX.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Greater New Haven Water Pollution Control Authority is exempt from Federal and State Taxes.
6. Bids/Proposals should be on requested items only. If for any reason the vendor makes substitutions, they must so indicate on their bid/proposal.
7. Purchase Order Terms and Conditions are indicated within.
8. Insurance Required
 - A. The insurance limits required for this project are as follows:
 - i. Worker's Compensation and Employer's Liability Insurance:

Employer's Liability	Each Accident	\$250,000
Employer's Liability	Disease – Each Employee	\$250,000
Employer's Liability	Disease – Policy Limit	\$1,000,000

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- ii. **Commercial General Liability Insurance:**
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
- iii. **Business Automobile Liability Insurance:**
 - Each Accident - Combined Single Limit \$1,000,000
 - a. Owner's and Contractor's Protective Liability Insurance for and in the Name of the Greater New Haven Water Pollution Control Authority: N/A
 - b. Contractor's Protective Public Liability and Property Damage Liability Insurance: N/A
 - c. Railroad's Protective Public Liability and Property Damage Liability Insurance: N/A
- iv. **Umbrella Excess Liability Insurance:**
 - Each Occurrence \$2,000,000
- v. **Equipment and Installation Floater:** N/A

B. General additional special insurance requirements include:

- i. The period of completed operations coverage for purposes of Commercial General Liability and Excess Umbrella Liability coverage shall be one (1) year after completion and acceptance of the entirety of the work.
- ii. No deductible for any policy shall exceed the sum of \$25,000 without prior approval by the Authority

9. **Safety and Health Requirements:** The Contractor shall conduct the Work at all times in such a manner as to insure the least possible obstruction to traffic. The convenience of the general public and of the residents along and adjacent to the roadway shall be provided for in an adequate and satisfactory manner as the Engineer may direct.

All equipment and materials shall be placed or stored in such locations so as not to be or to create the danger of becoming a hazard to the traveling public. No section of road shall be closed to the public except by permission of the Authority.

The Contractor shall take all precautions necessary and reasonable for the protection of all persons, including employees of both the Contractor and the Authority and members of the public, and for protection of property until the Contractor is notified in writing of the satisfactory completion of the construction Work. The Authority makes no representation to the Contractor concerning the physical conditions or safety of the Project site and the Contractor shall be responsible for the safety of all persons and property affected by performance of the Work. Prior to the commencement of Work, the Contractor shall submit a written safety program for review by the Authority and Engineer. Review by the Authority and Engineer of the Contractor's safety program shall not be construed as an

approval of the program or as a waiver of any indemnity or other obligation that the Contractor has to the Authority hereunder.

The safety provisions of applicable laws, building, construction and fire safety codes and the latest edition of the “Construction Safety Code, State of Connecticut, Labor Department”, approved by the State Labor Commissioner, shall be complied with at all times. A copy of the latest edition of the “Construction Safety Code, State of Connecticut, Labor Department” shall be made available by the Contractor for reference at all times in the Contractor’s field office.

The Contractor shall furnish to the Engineer on project two copies of all reports of each accident on the Project or contingent to the prosecution of the Project which involves personal injury requiring treatment by a doctor or loss of time. The Contractor shall also furnish to the Engineer two copies of all accident reports involving public liability or property damage. These reports shall be on forms acceptable to the Engineer.

Nothing herein shall be construed to relieve the Contractor from responsibility for the prosecution of the Work, nor the responsibility for damage claims.

An Affirmative Action/Equal Opportunity Employer, M/F/H

Gabe Varca, Director of Finance and Administration

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REPLY SHEET (Page 1 of 3)

The Contractor shall supply all labor and equipment necessary to perform all work described in the Attachment "A" Plan Set Entitled "**GRAND AVENUE PUMP STATION HATCH AND BOULEVARD INTERCEPTOR ACCESS MANHOLE REPLACEMENT**". Work shall be performed as described within the attached plans consistent with the Authority's Standard Construction Details dated September 2013. The Contractor shall provide pricing in accordance with each of the two locations described. All pricing shall be complete and include all costs including coordination of all City of New Haven and Department of Transportation permitting and traffic requirements. The Contractor is also required to schedule and coordinate all City of New Haven traffic police as may be required. Payment for Police will be reimbursed through a Police allowance item.

The Authority reserves the right to award on a line-by-line basis.

REQUIREMENTS:

ITEM	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
1.	Grand Avenue Pump Station Access Hatch Replacement Detail Sheet No. SK-1	1	LS	\$ _____	= \$ _____
2.	Boulevard Interceptors Access Manhole Replacement Detail Sheet No. SK-2	1	LS	\$ _____	= \$ _____
3.	New Haven Police Officers	1	EST	\$ <u>10,000.00</u>	= \$ <u>10,000.00</u>
TOTAL BID AMOUNT =					\$ _____
TOTAL BID AMOUNT IN WORDS:					_____

The Contractor shall hold pricing firm for 30 days after bid opening.

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REPLY SHEET (Page 2 of 3)

One payment will be made after completion of all the work. Retainage will not be held on this project unless unforeseen conditions require mutual agreement. Payment for police will be reimbursed as a direct cost pass through upon submittal of receipted bills from the City of New Haven Police Department.

Final payment shall be made after acceptance of the Work performed hereunder, approval of the final determination of such work by the Director of Engineering, and the Contractor's having posted a satisfactory two (2) year maintenance bond with the Authority in the amount of twenty-five percent (25%) of the final contract amount. The Contractor shall notify the Authority in writing one (1) year after the acceptance of the job by the Authority. At that time the Authority will make a field inspection of the repair/closure location and the Contractor will correct any deficiencies that may exist. The contractor will notify the Authority in writing sixty (60) days before the expiration of the maintenance bond and again the Engineer and Contractor will inspect the Project area for deficiencies and direct accordingly.

The Contractor shall complete the work within 30 calendar days after the contract is awarded.

Exceptions: _____

In submitting this bid/proposal the duly authorized undersigned declares that the entity on behalf of which this bid is made is, or they are, the only person or persons interested in the said bid; that the bid is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Greater New Haven Water Pollution Control Authority, or any person in the employ of the Authority is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

Contractor's Name: _____

Authorized Signature: _____

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REPLY SHEET (Page 3 of 3)

CRITERION FOR EVALUATION OF BIDS

The Greater New Haven Water Pollution Control Authority is not considering price alone. The criteria used in evaluating bids received will include, but not be limited to, the following:

1. Price of work
2. Ability of contractor to deliver work in a timely fashion
3. Delivery terms and conditions.
4. Insurance as required
5. Exceptions taken to the language or specs of this Request for Bid.

CONTRACTOR INFORMATION:

CONTRACTOR _____

ADDRESS _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

INCORPORATED IN THE STATE OF _____

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Vendors are encouraged to register as an Authority Vendor on our website (www.gnhwpca.com). Registered vendors will receive automatic notifications of future bids and have access to detailed project information from past and present projects. Please click the "Doing Business With GNHWPCA / Vendor Portal" link on the website and you will be instructed on how to register.

Purchase Order Terms and Conditions

1. **Agreement:** The Purchase Order ("Order"), constitutes the Authority's offer to Vendor upon the terms and conditions stated herein and on the one or more face pages of all orders for goods and/or services issued from time to time by the Authority to the Vendor, and any documents attached to or referred to within such orders. This Order shall be deemed accepted by Vendor in accordance with the provisions of Section 2 below. As used herein, the term "Vendor" shall mean the seller of goods and/or the provider of services contemplated by the Order; and the term "Authority" shall mean the Greater New Haven Water Pollution Control Authority.
2. **Acceptance of Order:** Upon the request of the Authority, an authorized representative of Vendor shall sign where indicated on this Order. If not so requested by the Authority, the Vendor's commencement of any services specified in this Order or the acquisition of any services or goods in order to perform any part of this Order shall constitute Vendor's acceptance of this Order; Vendor's commencement of work on any goods subject to this Order or the shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this Order. Any acceptance of this Order is limited to acceptance of the express terms contained herein. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this offer in Vendor's acceptance is hereby objected to and rejected.
3. **Termination:** The Authority may terminate this Order or any part hereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Order. In the event of termination for cause, the Authority shall not be liable to Vendor for any amount, and Vendor shall be liable to the Authority for any and all damages sustained by reason of the default or failure which gave rise to the termination. The Authority also reserves the right to terminate this Order or any part hereof for its sole convenience. In such event, the Authority's sole liability shall be payment of a reasonable termination charge based upon the reasonable costs incurred but excluding anticipated profits. Upon receipt of a termination notification, Vendor shall use its best efforts to mitigate its damages.
4. **Warranty:** Vendor expressly warrants that all goods and services that are furnished under this Order shall conform to all formulations, drawings, designs, data, specifications, requirements and samples; that such goods and services shall be in conformity with the highest standards of quality and professionalism, be new, and be free from defects in design, material and workmanship. Vendor warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose or purposes for which such goods or services of that kind are normally used, and shall be free from any claim of any third party including any infringement or violation of any patents, copyrights, trade secrets, licenses or other property rights of any third party. If Vendor knows or has reason to know the particular purpose for which the Authority intends to use the goods or services, then the Vendor warrants that such goods or services shall be fit for such particular purpose. Inspection, testing, acceptance, or use of the goods or services furnished hereunder shall not affect the Vendor's obligation under these warranties, and such warranties shall survive inspection, testing, acceptance, and use. Vendor's warranties shall run to the Authority, its successors, assigns, customers and users of services provided by the Authority. Vendor agrees promptly to repair or to correct defects of, any goods or services that do not conform to the foregoing warranties, without expense to the Authority. If after a reasonable period of time the non conforming goods or services are not corrected or replaced, the Authority may elect to make such corrections or replace such goods and services and charge Vendor for all costs incurred by the Authority in doing so; which costs Vendor shall reimburse the Authority within thirty (30) days of the Authority's request.
5. **Price Warranty:** Vendor warrants that the prices shown on this Order shall be complete, and that no additional expenses or charges of any type shall be added without the Authority's express written consent.
6. **Force Majeure:** Neither party shall be liable to the other for any delays or failure to perform to the extent such delays or failure to perform are resulting from circumstances or causes beyond its control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, terrorist acts, war, or any law, order or requirement of any governmental agency or authority. The party delaying or unable to perform shall give immediate written notice to the other party, including the length of the expected delay, and shall use diligent efforts to resume performance as soon as practicable. In the event of partial performance, Vendor shall treat the Authority no less favorably than its most preferred customer.
7. **Indemnity:** Vendor agrees to fully indemnify, defend and hold harmless the Authority, its officials, officers, directors, employees, agents, and customers from and against any and all claims, losses, liabilities, damages, demands, expenses, penalties, or costs (including reasonable attorneys' fees) arising out of or resulting from Vendor's performance or failure to perform under this Order or breach of these terms and conditions.
8. **Licenses and Insurance:** Vendor agrees to secure and maintain all licenses and bonds as necessary or appropriate for Vendor's full performance under this Order, and to purchase and maintain in full force and effect at its own cost and expense, insurance coverage in the amounts and of the types as are standard in the industry or as may be required by the Authority from time to time. The liability of Vendor to the Authority is not limited by Vendor's insurance coverage. Vendor shall be solely responsible for the full amount of any deductible with respect to any and all insurance policies maintained by Vendor.
9. **Compliance With Laws:** Vendor warrants and represents that the furnishing of goods and/or performance of services pursuant to this Order shall be in accordance with the applicable standards, provisions and requirements of all federal, state or local laws, rules, regulations, executive orders or other ordinances.
10. **Changes:** The Authority shall have the right at any time to make changes in services, goods, formulations, drawings, designs, requirements, specifications, materials, packaging, equipment, time and place of performance, delivery, and method of transportation. If any such changes would cause a documented increase or decrease in the net cost of effecting such changes, or the time required for the performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.
11. **Delivery and Performance:** Time is of the essence for this entire order. If in order to comply with the Authority's required delivery or performance date it becomes necessary for Vendor to ship or perform by a more expensive method than as may be specified by this Order, then any increased costs, including but not limited to labor and transportation costs, resulting there from shall be paid for by Vendor, unless the necessity for such change in shipping or performance has been caused solely by the Authority.
12. **Limitation of Liability; Limitation of Action: IN NO EVENT SHALL THE AUTHORITY OR VENDOR BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS ORDER.**
13. **Resolution of Disputes:** All disputes hereunder shall be resolved in the state or federal courts located in the State of Connecticut, and each party consents to the jurisdiction of such courts in any action or proceeding and waives any objection to venue laid therein.
14. **Risk of Loss and Title:** Risk of loss and title to any goods or services set forth in the Order to which these terms and conditions are attached shall pass from Vendor to the Authority upon delivery and/or complete performance at the location specified by Authority.
15. **Right of Setoff; Request for Payment:** All claims for money by Vendor from the Authority shall be subject to deduction or set off by the Authority by reason of any counterclaim or any other claim arising out of this Order or any other transaction with Vendor. The Authority reserves all such rights of setoff against Vendor and its successors and assignees.
16. **Miscellaneous:** This Order constitutes the entire agreement between the parties. No part of this Order may be modified, waived, assigned, or subcontracted without the prior written approval of the Authority. This Order and all performance hereunder shall be construed in accordance with the laws of the State of Connecticut, without giving effect to any choice or conflict of law provisions or rule (whether of the State of Connecticut or any other jurisdiction). If any term or condition of this Order shall be determined by a court of competent jurisdiction to be unenforceable or contrary to law, then all other terms and conditions of this Order shall remain valid and in full force and effect, to the extent they are reasonably severable. The relationship of the parties is one of independent contractors, and neither Vendor nor the Authority intends to create any partnership, joint venture, employment or agency relationship. Vendor shall not represent to anyone that Vendor is an agent of the Authority or otherwise authorized to bind or commit the Authority in any way. The delay or failure of the Authority to enforce any provision of this Order shall not constitute a waiver by the Authority of such provision or any other provision set forth in this Order and shall not preclude the Authority from exercising any rights hereunder in the future.