

Greater New Haven Water Pollution Control Authority
Request for Proposals
Sanitary Sewer Collection System On-Call Repairs
Project No. SSR 2018-07
April 30, 2018

1. INTRODUCTION

The Greater New Haven Water Pollution Control Authority (Authority) is requesting proposals for on-call Sewer Emergency and Routine Repair Services. The Authority will select highly qualified Contractors who can provide a quick response, quality repairs, and a high level of customer service performance in all work efforts. The Contractor will be expected to work with the Authority's staff in a safe and professional manner. The services are to be provided on an as needed and request basis.

All repair services work and materials shall comply with the requirements of the Greater New Haven Water Pollution Control Authority Standard Specifications dated September 2017 – General Provisions and Technical Specifications. The Standard Specifications are hereby made a part of the Request for Proposals (RFP) and the Contract Documents.

It is the Authority's intention to identify a Contractor or short list of qualified Contractors who are interested in performing such work and to establish in advance the rate of compensation for such services. Contractor(s) selected to do business with the Authority will be required to execute the standard Contract for Construction Services with the Authority (a sample contract is included in the Standard Specifications).

Contractors placed on the short list will not be ranked in any particular order. The Authority will select Contractors as necessary to meet the needs of the Authority and to provide the best value for its rate payers.

By seeking proposals from Contractors, the Authority does not imply that it will utilize the Contractor's services for any guaranteed number of times over the course of the Contract.

The Authority shall retain the right to remove any Contractor from the short list if Contractor fails to perform satisfactorily under the Contract. Failure will include but is not limited to: not performing work in accordance with the Standard Specifications within the demands and time constraints established by the Authority for a repair service assigned to said Contractor.

2. BACKGROUND

The Greater New Haven Water Pollution Control Authority (Authority) manages, operates and maintains the wastewater treatment and collection system that serves the City of New Haven, and the Towns of East Haven, Hamden and Woodbridge.

The sewer system consists of approximately 555 miles of piping, ranging in size from 8 inches to 60 inches in diameter. The pipe materials range from 1860s vintage brick to clay, ACP, DIP, PVC and others. Depths of pipe range from a few feet to over 20 feet deep.

The Authority also conducts repairs to sewer laterals within the right of way and its connection to the sewer main for all of its customers. Sanitary sewer lateral pipes range in size from 3 inches to 12 inches in diameter. The Authority provides sewer services to approximately 48,000 sewer customers.

3. SCOPE OF WORK

- A. The scope of work consists of both routine and emergency repair services, as needed. Sewer repair work may include:
- Sanitary sewer main repairs
 - Sanitary sewer lateral repairs
 - Installing new service laterals or cleanouts
 - Abandoning existing service laterals
 - Replacing and installing manholes and other structures
 - Additional work necessary for completion of repairs such as dewatering, bypass pumping and other associated work
 - Restoring properties and landscapes damaged during the course of sewer repair activities
 - Bituminous concrete trench repair per GNHWPCA Standards
- B. Routine repair activities occur during regular business hours (7:00am-4:00pm). The Authority's representative will meet with the Contractor and agree on the initial Order on Contract scope, schedule and work limits.
- C. Emergency repair services can occur 24/7 including weekends and holidays. The Authority's staff will expect Contractors to be available immediately via phone and to appear on the project site within a two-hour period of being notified. The Authority's Construction Administrator will meet with the Contractor and agree on the repair scope and work limits. The Contractor is expected to supply sufficient manpower and equipment to provide services in a timely and professional manner.
- D. Services are to include provision of all labor, equipment, tools, and materials

necessary to complete the work. All work shall be inspected and approved by GNHWPCA inspectors prior to backfilling.

4. RFP GENERAL INSTRUCTIONS:

A. Submission:

Proposers shall submit five (5) sealed copies of their Company's Proposal in 8-1/2" x 11" format to the Office of the Director of Finance and Administration of the Greater New Haven Water Pollution Control Authority located at 260 East Street, New Haven, Connecticut 06511. Proposals will be received until **Monday, June 4, 2018 at 10:00 a.m.** Proposals shall include all required information and a fully completed Fee Proposal Form. Copies shall be mailed or hand delivered clearly marked "SSR 2018-07 RFP - Sanitary Sewer Collection System On-Call Repairs".

B. Questions:

Written questions pertaining to all issues associated with this RFP shall be directed in writing via E- mail by Wednesday, May 30, 2018 at 12:00 p.m. (Deadline for Submission of Questions) to the Authority's Engineering Department at Engineering@gnhwpc.com.

If any person contemplating submission of a proposal finds discrepancies in or omissions to or is in doubt as to the meaning of any part of the RFP Documents, he/she shall request an interpretation thereof prior to the Deadline for Submission of Questions. Any interpretations or corrections released by Addendum shall be binding. Addenda to this RFP, if any, including written answers to questions received prior to the Deadline for Submission of Questions will be provided directly to the Proposer's e-mail address on file at the Authority's Engineering Department. Each Contractor shall ascertain prior to submitting their Proposal that he/she has received all Addenda issued.

C. Submittal Requirements:

Contractor shall include the following items in the Company's Proposal:

1) Qualifications:

On company letterhead state the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work. Briefly describe the history of the firm and the types of services provided. Identify areas of technical and skilled trade expertise which make the firm qualified for this work. Provide contact information.

Contractor shall describe, using Appendix B, any pending litigation the company is involved in, if any. Also describe any litigation the company was involved in during the previous three years.

All bidders must hold a current State of Connecticut DAS prequalification certificate for sewer and water lines as required by DAS Contractor prequalification program and shall submit a current certificate and DAS Contractor prequalification update statement at the time of bid.

2) Employees:

Identify the individuals or classes of employees that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the type of work anticipated. Provide all contact information including cell phone numbers and emails.

Resumes or qualifications (maximum of one page per individual) may be submitted in this section. Qualifications and capabilities of any sub-consultants must also be included.

3) Proposed Work Plan:

Provide a written summary of your general approach to responding to Authority requests for work. As part of this section of the proposal, Contractor should identify the person that the Authority should contact first in case of an emergency repair. For routine repairs, Contractor should estimate the amount of time needed to visit a proposed work site after being notified by the Authority, and the time needed to mobilize and begin work.

4) Relevant Experience:

Provide the details of the Contractor's last five relevant projects and past performance of the Contractor and its team members on comparable work. This item should cover, at a minimum, the substantive nature of comparable projects, when they were performed, the team members assigned, equipment used and the total contracted cost. Contractors are required to give sufficient information of their experiences to permit the Authority to understand and verify the exact nature of the contributions made by the Contractor to the projects listed.

5) Rate Proposal Form:

In addition to the qualification proposal as discussed above, the Contractor shall complete the Rate Proposal Form provided on Appendix A.

Rate proposals are to include the following items: labor rates for all personnel proposed to work on this project including, but not limited to, foreman, laborers and equipment operators; labor pricing shall include any state and federal tax and employee salaries, benefits, and overhead; daily, weekly and monthly equipment fees for all major equipment owned by the Contractor available for use on Authority project tasks. Contractor overhead and profit shall be included in the labor and equipment rates provided.

Rate proposal will also include a unit price for Item 714 Temporary Sheet Piling per square foot. Other trench shoring protection systems like trench boxes and slide rail systems will be paid at the appropriate rental rate. Contractor shall submit rental rates to the Construction Administrator for review and approval.

Rates shall be effective for two (2) years from the contract execution date. Extensions beyond two (2) years may occur upon mutual agreement.

The Contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each individual task solicited by the Authority under this Contract. Invoices will be structured with hourly or weekly estimates of equipment usage and labor (whichever is appropriate for the duration of the task) and a list of materials and associated pricing. The Contractor shall be entitled to a 15% markup on material costs per GNHWPCA Standard Specifications. Back-up documentation for material costs shall be provided with all proposals.

The Contractor shall provide the required bonds included in the Contract Documents for a value of \$50,000 for the duration of the Contract. If the value of work at any time exceeds \$50,000, the Contractor shall adjust the bonding amount appropriately.

If there are any other fees that the Contractor anticipates that would be included in work tasks created under this Contract, they should be included in the fee schedule submitted with their proposal.

D. Selection Criteria:

The proposals will be accepted or rejected according to the following selection criteria:

- 1) Professional Qualifications, Team and Experience
- 2) Project Approach as Demonstrated by Proposed Work Plan
- 3) Rate proposal

The Authority may request additional information and/or elect to interview Contractors during the selection process. Multiple Contractors may be selected for this on-call Contract based on the Authority's anticipated workload.

E. Reservation of Rights:

By submitting a proposal, the Contractor authorizes the Authority to undertake such Investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The Greater New Haven Water Pollution Control Authority reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to negotiate or accept any proposal that it may deem to be in the best interest of the Authority.

The proposal will become part of the Contract between the Authority and the successful Contractor.

5. EXECUTION OF WORK:

All work, labor, and materials shall comply with the applicable sections of the Authority's Standard Specifications. All necessary federal, state, and local permits and licenses required for the safe completion of the work shall be obtained and kept available at the work site for inspection.

Equipment offered and utilized must be in good mechanical condition and not require excessive maintenance, repair, or create excessive down time that jeopardizes the Contractor's ability to complete the work.

The Contractor shall work continuously, until the site has been secured and the flow of sanitary sewage is restored and approved by the Engineer.

If required due to specific site conditions other items of work may become necessary. The Authority will utilize General Provision Section 109-04, Extra and Force Account Work for the additional items of work or materials to be incorporated into the Order on Contract.

- A. Incidental Work: Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:
- (a) Mobilization/Demobilization;
 - (b) Permitting;
 - (c) Connecticut Department of Transportation (CTDOT) Permit Bonds;
 - (d) Maintenance and Protection of Traffic (MPT) Plan preparation, signs, barricades, etc.;
 - (e) General clean up;
 - (f) Restoration of property;
 - (g) Temporary pavement – Contractor is responsible for 60 days after completion of the sewer repair;
 - (h) Cooperation with other contractors, abutters and utilities;
 - (i) Clearing, grubbing and stripping;
 - (j) Accessories, fasteners and/or components required to make items complete and functional
 - (k) Final clean-up: The Contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the Work shall be left in a neat and presentable condition. On all areas used or occupied by

the contractor, regardless of the contract limits, the Contractor shall clean-up all sites and storage grounds.

- B. Trafficperson: The cost of Trafficperson(s) is a pass-through cost without markup or any additional fees.
- C. Parking Meter Bags: The cost of parking meter bags is a pass-through cost without markup or any additional fees.

6. MODIFICATION OF GENERAL PROVISIONS, SECTION §107-06 INSURANCE

Section §107-06.6 Umbrella Excess Liability Insurance is modified as follows:

- 6. UMBRELLA EXCESS LIABILITY INSURANCE: This policy is on a follow form basis in the minimum amount of Two Million Dollars (\$2,000,000) excess of the Employer's Liability, Commercial General Liability and Business Automobile Liability coverages described herein.

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

APPENDIX A

**Fee Proposal Form
Sanitary Sewer Collection System
On-Call Repairs**

The undersigned has examined the basic requirements of this RFP and hereby offers to provide the Greater New Haven Water Pollution Control Authority with emergency and routine repair services, on an on-call basis, as detailed by this RFP for the prices shown on the enclosed form.

Signature _____ Date: _____

(Print) Name _____ Title _____

Firm _____

Address _____

Contact Phone _____ Fax _____

Email _____

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APPENDIX B

Statement of Qualifications LITIGATION

Failure to answer truthfully may result in disqualification of your proposal and will be considered a breach of contract after execution of contract is awarded.

Is your company involved in any current litigation? YES / NO
(If yes, please attach a letter briefly describing the litigation)

Has the company been involved in any litigation in the last three years? YES / NO

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APPENDIX C

Performance and Payment Bonds

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, and _____, as Surety, located at _____ (Business Address), a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Connecticut, are held and firmly bound unto the Greater New Haven Water Pollution Control Authority, as Obligee, in the sum of _____ (\$_____) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20__ with Obligee for

in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS BOND is that of Principal:

1. Performs the Contract at the times, and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, expenses, costs, direct or indirect, and attorney's fees, including costs of any mediation, arbitration, litigation or appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

then this Bond is void; otherwise it remains in full force and effect and Surety shall be fully liable for performance of the Principal's obligations provided thereunder.

In the event of a declaration of default of Principal by Obligee under the Contract, the Surety shall, within twenty (20) days of receipt of notice of such default, either: (1) tender the Obligee the full amount of the penal sum of this Bond; or (2) undertake to perform or complete the remaining Contract obligations itself through its agents or through independent contractors.

If Surety denies liability, in whole or in part, it shall notify the Obligee, in writing, citing the detailed reasons therefor, within fifteen (15) days of receipt of the aforesaid declaration of default of Principal.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, or additions to the terms of the Contract, or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligations under this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the Contract, to the work thereunder or to the specifications.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the State of Connecticut and shall be instituted within the applicable statute of limitations for contract actions after Principal defaults.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20__, the name of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL

Witnesses as to Principal:

By: _____

Name: _____

Its: _____

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STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____, a _____ [corporation/limited liability company/partnership], on behalf of the [corporation/limited liability company/partnership]. [He/She[is personally known to me or what has produced _____ as identification and who [did] [did not] take an oath.

My Commission Expires:

Notary Public (Signature)

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

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ATTEST:

SURETY:

Witnesses as to Surety:

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

Witnesses as to Attorney-in-Fact:

As Attorney-in-Fact
(Attach Power of Attorney)

(Business Address)

(Printed Name)

(Telephone Number)

**NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____, a _____ [corporation/limited liability company/partnership], on behalf of the [corporation/limited liability company/partnership]. [He/She[is personally known to me or what has produced _____ as identification and who [did] [did not] take an oath.

My Commission Expires:

Notary Public (Signature)

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

PAYMENT BOND (incorporating C.G.S. § 49-41)

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ (hereinafter called the "Principal") and _____ (hereinafter called the "Surety"), located at _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Connecticut, are held and firmly bound unto the Greater New Haven Water Pollution Control Authority (hereinafter called "Owner") in the sum of _____ (\$_____) for the payment whereof we bind ourselves, our heirs, personal representatives, executors, successors and assigns, jointly and severally.

WHEREAS, Principal and the Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for the purpose of _____, said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Pays the Owner for all losses, damages, expenses, costs, and attorneys' fees, including the costs of any mediation, arbitration, litigation or appellate proceedings, that the Owner sustains because of a default by the Principal under paragraph 1 of this Bond, then this Bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

Any changes in or under the Contract and compliance or noncompliance with formalities connected with the Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

This Bond is issued in accordance with and expressly incorporates herein the requirements of Conn. Gen. Stat. § 49-41.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20__, the name of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Witnesses as to Principal:

PRINCIPAL:

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ of _____, a _____ [corporation/limited liability company /partnership], on behalf of the _____ [corporation/limited liability company/partnership]. [He/She/It is personally known to me or who has produced _____ as identification and who [did] [did not] take an oath.

My Commission Expires: _____

Notary Public (Signature)

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

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ATTEST:

SURETY:

Witnesses as to Surety:

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

Witnesses as to Attorney-in-Fact:

As Attorney-in-Fact
(Attach Power of Attorney)

(Business Address)

(Printed Name)

(Telephone Number)

NOT FOR BIDDING PURPOSES
REFERENCE COPY ONLY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of _____, a Surety, on behalf of the Surety. [He/She] is personally known to me or who has produced _____ as identification and who [did] [did not] take an oath.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

NOT FOR BIDDING PURPOSES
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