

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B019-05

For: INSPECTION OF WATER STORAGE TANKS AND CLEARWELLS

For: DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department. Bids will be accepted at the Purchasing Department, Room 210, City Hall, Meriden, Connecticut 06450-8022 until 11:00 AM local time on: October 10, 2018, at which time they will be publicly opened and read.

This project includes inspection by an Engineer(s) or licensed inspectors of the interior and exterior of water storage tanks, clearwells and appurtenances and preparation of inspection reports, as per AWWA specifications.

The Information to Bidders, Form of Bid, Agreement and Specifications may be examined on or after September 24, 2018, between the hours of 8:00 AM and 5:00 PM daily, except Saturdays, Sundays or Holidays.

The successful bidder will be required to submit a Seven Thousand Five Hundred (\$7,500.00) Cash Performance Bond.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

Wilma C. Petro, CPPB, C.P.M.
Purchasing Officer
City of Meriden, CT 06450-8022

Dated: September 24, 2018



PURCHASING DEPARTMENT
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022

WILMA C. PETRO, CPPB, C.P.M.
PURCHASING OFFICER

PHONE 203-630-4115
FAX: 203-630-3852

SHALL BE SUBMITTED WITH BID

NON-COLLUSIVE BID STATEMENT

BID FOR: B019-05 INSPECTION OF WATER STORAGE TANKS AND CLEARWELLS FOR THE DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
- (2) the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Legal Name of Bidder

Business Address

Please Print Name and Title of Person Authorized to Sign

Signature

Date

Phone Number
& Extension

Fax Number

e-mail address

REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS B019-05

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden's Office Address: _____

3) Type of ownership: Minority owned: _____ Yes _____ No

4) If a corporation, where incorporated: _____

5) Former name (if applicable): _____

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: _____ this: _____ day of _____, 2018

Name of bidder: _____

By: _____ Title: _____

IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

STATEMENT OF BIDDER'S QUALIFICATIONS for B019-05

This Statement of Bidder's Qualifications is to be submitted by the Bidder at the time of the bid. All questions must be answered and the data given must be clear and comprehensive. The bidder may submit any additional information he/she desires. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is in part done upon the reliance of the answers provided herein by the Bidder or the agent of the Bidder.

1. Firm Name: _____

2. Permanent main office address: _____

3. Type of ownership: Minority Owned _____ Yes _____ No

4. When organized?: _____

5. If a corporation, where incorporated: _____

6. How many years have you been engaged in business under your present firm name? _____

7. Former firm name?: _____

8. Personnel: Total _____ Total licensed or certified _____

Total Engineers on staff _____ **Total Certified Inspectors** _____

9. The Bidder Shall be qualified by experience to perform work of this nature and shall list five (5) examples of similar projects completed within the past five (5) years, with the names of responsible parties as references. Include both steel & concrete structures. (Attach additional sheet(s) if necessary):

PROJECT	OWNER	Telephone Number CONTACT NAME	COST
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

STATEMENT OF BIDDER'S QUALIFICATIONS – B019-05: Page 2

11. List contracts on hand (schedule these, showing gross amount of each contract and the appropriate anticipated date of completion).

12. General character of work performed by you: _____

13. Have you ever failed to complete, within the last ten years, any contract that was awarded to you? If so, where and why?

14. Have you ever failed to complete any contract awarded to you? If so, where and why? _____

15. Have you ever filed bankruptcy: _____ Please explain: _____

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2018

Name of Bidder: _____

By: _____

Title: _____

PLEASE SUBMIT THIS FORM WITH PROPOSAL

INFORMATION TO BIDDERS B019-05

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached Proposal Bid Forms. Bids will be received by the Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022, until **11:00 A.M.** on **October 10, 2018**, and thereafter immediately read in public.

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of Proposal forms and Bidder's Qualifications. One shall be an original and one can be a copy.

- a. Bids must be made out and signed in the Corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must have the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT - B019-05 INSPECTION OF WATER STORAGE TANKS AND CLEARWELLS" to be opened on "**October 10, 2018 at 11:00 A.M.**" in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of Bids received later than the time and date set for the Bid opening will not be considered.
- e. Bids received later than the time and date specified will not be considered.

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of their bid any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered; and the Owner expressly reserves the right to reject the bid of such bidder, if such record discloses that such bidder, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site and shall make a thorough examination of the conditions so that he may familiarize himself with all of the existing conditions and difficulties that will attend the execution of the work, and so that he may determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

CONTINUED ON NEXT PAGE

Neither the owner nor Engineer (if applicable) has any responsibility for the accuracy, completeness or sufficiency of any bid document obtained from any other source other than from the Owner. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any other source may also result in failure to receive any addenda, corrections or other revisions to these documents that may be issued.

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, Room 210, City Hall, 142 East Main Street, Meriden, CT 06450, e-mailed to purchasing@meridenct.gov or faxed to 203-630-3852 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be sent, e-mailed or faxed to all prospective bidders at their respective addresses, e-mail addresses or faxes that are furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligations under his bid as submitted.

5. BIDS TO REMAIN OPEN

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the Bid which, by the Purchasing Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.

Award of Contract is typically awarded to the lowest overall responsive bidder.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

In determining the lowest responsive bidder, the Purchasing Department shall also consider the following:

- 1) Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid.

Such City Based Business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

6. AWARD OF CONTRACT - continued:

If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

7. TIME

The Bidder agrees to start work at the designated site within ten (10) calendar days after Agreement signing or upon Notice to Proceed and shall be completed **within ninety (90) calendar days.**

8. SCHEDULE OF WORK

The Inspector shall schedule all work in a manner that will not disrupt operations. Once the work has begun, the Inspector shall work full time.

9. TAXES

- a. The City of Meriden is exempt under Connecticut General Statutes Section 12-412 from the payment of the excise taxes imposed by the Federal Government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the Bid price.
- b. Upon request, exemption certificates will be furnished to the successful Bidder.

10. FAIR EMPLOYMENT PRACTICES

The successful Inspector shall agree that neither he nor his Sub-Inspectors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need. The terms stated above are taken from Connecticut General Statutes Section 31-126 “Unfair Employment Practices”.

11. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for Inspection Services will be a stipulated sum.

12. CERTIFICATE OF SURETY

There is no surety required for this bid. The successful Bidder will be required to furnish a Seven Thousand Five Hundred Dollar (\$7,500.00) Cash Performance Bond prior to contract signing.

CONTINUED ON NEXT PAGE

13. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought insofar, as is practical in the performance of this project.

14. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this bid as if those terms were set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk.

15. Non-Collusion Affidavit

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Before execution of any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in the Section entitled “Subcontract” under the General Conditions.

16. AWARD IN CASE OF A TIE

In the event there are two or more responsible bidders the decision to award will be based by the following and in the following order:

1. The incumbent will be awarded the bid over that of another bidder-
2. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid, and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

17. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or her designee.

18. PERMIT FEES:

The Inspector shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department for building permit requirements at (203) 630-4091. For all other required permits contact Engineering Department at 203-630-4018.

19. CITY HALL CLOSING

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

B019-05 MINIMUM SPECIFICATIONS

The Department of Public Utilities, Water Division owns and operates seven (7) water storage tanks and five (5) Clearwells in its water system, as follows:

SECTION A) STORAGE TANK DATA

NAME	TYPE	DIMENSIONS	CONSTRUCTED IN	CAPACITY (MG)
Johnson Hill Tanks (Low Service)	Concrete Basins with Aluminum Domes	Two (2) 180' (D) x 20' (H)	1914	2 Tanks Each @ 3.5
Johnson Avenue Tank (High Service)	Steel Standpipe	48.6' (D) x 36' (H)	1988	0.15
Carpenter Avenue Tank (High Service)	Concrete Basins with Floating Covers	130' (D) x 20' (H)	1950's	2
Fleming Road Tank (High Service)	Steel	102.75' (D) x 32' (H)	1970	2
Elmere Tank (Low Service)	Steel	80.5' (D) x 28' (H)	1965	1
Merimere Tank (Low Service)	Steel	60' (D) x 28' (H)	1964	0.5
Broad Brook Tank (Backwash Tank)	Steel	50' (D) x 8.6' (H)	1999	0.1

SECTION B) CLEARWELL DATA

NAME	TYPE	DIMENSIONS	CONSTRUCTED IN
Bradly Hubbard	Concrete with Baffles	20' (W) x 37' (L)	1986
Broad Brook	Concrete with Baffles	86.25' (W) x 68.75' (L)	1914 & additions in 1976
Elmere	Concrete, no Baffles	38.5' (W) x 22.5' (L)	1965
Evansville	Concrete, no Baffles	19.5' (W) x 65' (L)	1969
Platt	Concrete, no Baffles	19.5' x 35.5' (L)	1980's

CONTINUED ON NEXT PAGE

LOCATION	ADDRESS
Johnson Hill Tanks	528 Johnson Avenue, Meriden
Johnson Avenue Tank	528 Johnson Avenue, Meriden
Carpenter Avenue Tank	193 Dexter Avenue, Meriden
Fleming Road Tank	105 Fleming Road, Meriden
Elmere Tank	2700 Chamberlain Highway, Berlin
Merimere Tank	568 Reservoir Avenue, Meriden
Broad Brook Tank	1285 South Meriden Road, Cheshire
Bradley Hubbard Clearwell	800 Westfield Road, Meriden
Broad Brook Clearwell	1285 South Meriden Road, Cheshire
Elmere Clearwell	2700 Chamberlain Highway, Berlin
Evansville Clearwell	214 Evansville Avenue, South Meriden
Platt Clearwell	176 Oregon Road, Meriden

SCOPE OF SERVICES:

This project includes inspection by an Engineer(s) or Inspector of the interior and exterior of water storage tanks, clearwells and appurtenances and preparation of inspection reports, as per AWWA specifications. In general, inspections will include field examinations and specific report preparation on each tank by qualified contractors/engineer(s) with experience in the inspection of water storage tanks and clearwells in accordance with AWWA specifications. The tanks and clearwells shall be inspected both inside and outside following the Examination and Report Section A-2 and Detailed Report of Inspector, Section A-3, of AWWA D101, supplemented as applicable to each structure to fit particular conditions. The access hatches, overflows, ladders, piping and valves, cathodic protection, and other accessories will also be examined for condition and serviceability. The inspections will include the preparation of reports noting deficiencies in the coatings, measuring or estimating the extent of the coating deterioration, and the depth of pitting or loss of metal from the steel plates, completing inspection checklists, colored photographs and video, recommendations for improvements, cost estimates of the recommended improvements, and presentation of the finding and recommendations to the Water Division of the Department of Public Utilities. A copy of AWWA D101 is attached.

This project will be awarded in accordance with AWWA experience requirements. Award of contract is typically awarded to the lowest overall responsive bidder. The successful bidder shall meet with the Director of Public Utilities to set a mutually agreeable schedule for the inspections. The water levels in the tanks will be lowered by the City, but will not be drained or cleaned. The water levels will be lowered one tank at a time to a level the Water Division feels will not disrupt operations. It shall be the sole discretion of the Director of Public Utilities as to the sequence of the inspections of each of the water storage tanks and the clearwells. The inspections of the interiors of the tanks will require a robotic camera; the use of divers will not be permitted.

The Water Division will open gates and hatches for access to the tanks. The Inspector shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property.

SCOPE OF SERVICES - Continued:

It is not the function of the Water Division to supervise or direct the manner in which the work to be done under this Agreement is carried out or conducted. The Water Division is not responsible for inspection means, methods, techniques, or procedures, or for safety precautions and programs in connection with the work.

AWWA Standard D101, Section A-4: Cleanliness shall be followed. Diving will not be permitted; robotic and other equipment used in the tanks shall be thoroughly cleaned and disinfected before entering the tanks.

The inspections shall be detailed and shall include:

Observations and assessments of the condition of the exterior coating systems with the extent of the deterioration and the remaining coating thickness. The depth of pitting, if any, shall be provided.

The condition of the foundation, the foundation seal, and the valve chambers shall be evaluated.

All appurtenances for the tanks shall be evaluated for condition and serviceability, including access hatches, ladders, vents, overflows, piping and valves, cathodic protection, and fall restraint systems. Valves are not to be operated by the Inspector.

All photographs shall be in color and include all significant details, including but not limited to the tank conditions. Videos from the underwater inspections shall also be provided. All findings shall be furnished to the City on two (2) separate USB Flash Drives. The Inspector shall furnish two (2) copies of the formal written report with their recommendations, including the color photographs placed in a binder.

The inspections shall be completed and the reports submitted to the Director of Public Utilities within ninety (90) calendar days of signing the agreement.

SECTION B - CLEARWELLS:

Inspections for the clearwells shall be in accordance with the AWWA D101 specifications.

BID SURETY/CASH PERFORMANCE BOND:

There is no bid surety required to be submitted with the bid. The successful bidder will be required to submit a Seven Thousand Five Hundred Dollar (\$7,500.00) Cash Performance Bond.

END OF MINIMUM SPECIFICATIONS

SECTION B) INSPECTION AND REPORT PREPARATION FOR CLEARWELLS

Bidder agrees to perform all the work described in the Contract Documents for the following lump sum amount:

LUMP SUM: \$ _____ Written Figures \$ _____ Dollars & Cents

UNIT PRICES:

Bradley Hubbard Clearwell (Concrete with Baffles):

_____ \$ _____
Written Figures Dollars & Cents

Broad Brook Clearwell (Concrete with Baffles):

_____ \$ _____
Written Figures Dollars & Cents

Elmere Clearwell (Concrete - no Baffles):

_____ \$ _____
Written Figures Dollars & Cents

Evansville Clearwell (Concrete - no Baffles):

_____ \$ _____
Written Figures Dollars & Cents

Platt Clearwell (Concrete - no Baffles):

_____ \$ _____
Written Figures Dollars & Cents

Receipt of Addenda is Acknowledged

No.: _____ Dated: _____

No.: _____ Dated: _____

Name of Bidder: _____

Address: _____

City/State: _____ Zip Code _____

By: _____

(Please print or type)

Title

Is your Company an MBE? Yes _____ an SBE? Yes _____ or an DBE? Yes _____

Signature: _____

Dated: _____ Telephone: _____ Fax: _____ E-mail: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Attach your the Non-Collusive Bid Statement, Meriden Based Business Form (if applicable), and the Bidder's Qualifications to this Proposal.

AGREEMENT FOR INSPECTION SERVICES
B019-05 INSPECTION OF WATER TANKS AND CLEARWATER TANKS

This Agreement, made on this _____ day of _____, 2018 by and between the City of Meriden, hereinafter referred to as the "City" and _____ hereinafter referred to as the "Inspector".

WITNESSETH:

WHEREAS, the City of Meriden requires inspection services, and;

WHEREAS, the Inspector represents that it has the requisite experience to perform said services.

NOW, THEREFORE, the City and the Inspector, for considerations hereinafter set forth agree as follows:

1. Work shall comply with the scope of work and schedule as noted in Minimum Specifications and the AWWA Standard (AWWA-D101-53).
2. The cost for services provided are as set forth in the Proposal shall constitute the entire basis for payment for the work specified, including all incidental work, all labor, materials, equipment, and all other costs necessary to fulfill the requisites of this service.
3. **City Provided Services:**

The City shall make available to the Inspector, for review, all specifications, plans, reports and other data related to the project in possession of the City. Water Division personnel will lower the water level in the tanks for the inspections, but will not drain them. The Inspector must give the City adequate notice in order to lower the water level in the tank.

4. **Miscellaneous Requirements:**

- 4.1 The Inspector shall be responsible for the work and its presentation to the City and others.
- 4.2 The Inspector shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
- 4.3 The Inspector shall consult with the Director of Public Utilities or his designee to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
- 4.4 The Inspector covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- 4.5 Should the Inspector require the services of a sub-consultant at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. This approval, in no way, obligates the City to be responsible for payment.

4. **Miscellaneous Requirements - Continued:**

4.6 Should the Inspector encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City of Meriden is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. **Time:**

The Inspector agrees to start work at the site within ten (10) calendar days after Contract signing and shall be completed within ninety (90) calendar days.

6. **Fee and Payment:**

The cost for services provided for in this project are set forth in the Proposal Pages and shall constitute the entire basis for payment for the work specified including all incidental work, all labor, materials, equipment, studies, preparing the report, outside services, reviewing existing data, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of this service. The Inspector has provided a breakdown of the lump sum cost which includes all items of work and incidental activities so partial payments for completed elements of the work may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the City. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

7. **Change Order:**

The City is to be notified, in writing, for any requests of time extension, compensation for proposed additional work, etc. Such requests will be reviewed by the City, and if it is in the best interest of the City and the City then approves such request, a Change Order will be issued by the City. Unless there are unforeseen conditions, the contract will not be increased.

8. **Indemnification:**

To the extent permitted by law, the Inspector, shall at all times indemnify and save harmless the City and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Inspector, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

To the extent permitted by law, the City shall at all times indemnify and save harmless the Inspector, and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages

sustained by or alleged to have been sustained by any person or entity to the extent caused by the negligent acts, errors or omissions of the City, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

9. **Licenses: - If Applicable**

The Inspector is responsible to possess and maintain a valid PE License, if an Engineer, or an Inspection Certification for the duration of this project.

10. **Insurance:**

See Insurance Requirements section at end of bid package.

11. **Designation of Gender:**

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

12. **Termination:**

The City or the Inspector shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination. If this Agreement is terminated, the Inspector shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Inspector.

13. **Standard of Care:**

The Inspector will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, the Inspector will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. The Inspector will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by the Inspector.

14. **Applicable Laws:**

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut.

15. **Entire Agreement:**

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the City of Meriden to directly obligate the City to creditors or employees of the Inspector.

CITY OF MERIDEN

INSPECTOR:

Timothy P. Coon, City Manager
Duly Authorized

Duly Authorized

DATE

DATE

Insurance Requirements

B019-05

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Umbrella or Excess Liability should be follow form over Worker’s Compensation, General Liability and Auto Liability and be stated as such in the description of the certificate. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

The Inspector shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSIONS COVERAGE** protecting the Inspector against wrongful acts and liability arising from professional services. A **\$2,000,000.00** single limit per claim and a **\$2,000,000.00** aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.

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

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.



Part A

AWWA STANDARD FOR INSPECTING STEEL TANKS, STANDPIPES, RESERVOIRS, AND ELEVATED TANKS, FOR WATER STORAGE

SECTION A-1: GENERAL

Sec. A-1.1 Scope

Every steel water storage tank, standpipe or reservoir should be carefully inspected prior to repair and/or repainting and at any time when leakage or some other apparent deterioration is observed. In any event, all water tanks should be thoroughly inspected at intervals of not more than five years. The standard for painting steel water storage tanks, AWWA D102, includes as an option a first anniversary inspection to be performed by the tank painting contractor. Also, the Foreword suggests that defective areas be repaired annually. It is the intent of this document to define the requisite qualifications of the inspection agency, the type of inspection to be made and the data considered essential.

Sec. A-1.2 Inspection Service

Under the terms of this recommended practice document, inspection service shall be provided only by organizations or individuals who are properly qualified to do such work. Those so qualified are:

- (1) An engineering organization whose principals are registered professional engineers, specializing in inspection service and having at least five years' experience in the inspection of steel structures
- (2) Independent engineers, licensed in the state in which the structure is located, whose practice has included substantial or major attention to steel construction

(3) Inspection or safety agencies of the state in which the structure is located, if such agencies are empowered to render inspection service and, further, if such inspection services involve the employment of personnel experienced in steel construction and maintenance.

In all of the above classes of qualified inspection agencies, the inspector or inspectors assigned to the work in the field shall have been properly trained by the organization so qualified and shall have no interest, other than that of a competent inspector, in the performance of any work under consideration at the time the inspection is made.

Sec. A-1.3 Responsibility

The inspector shall assume the entire responsibility for accident to himself while inspecting the structure. He shall make such observations of ladders, railings, roof rods and other parts of the structure as may be necessary to determine their safety for use by him in inspecting the structure. The inspecting company or inspector shall carry adequate workmen's compensation, property-damage and public-liability insurance and shall fully protect the owner against claims of any nature arising out of the inspection work.

Sec. A-1.4 Draining of Tank

The owner, following proper notification, shall have the tank emptied for the inspector in order that the inside of the roof, sides and bottom of the tank will be properly exposed for inspection. The inside surfaces shall be thoroughly washed down by the owner to remove slime from wall surfaces and loose deposits and dirt from the tank bottom before the inspector arrives. *This is essential.*

Sec. A-1.5 Work Included

The work included under this inspection shall consist of: (1) a field examination; and (2) a specific report upon the structure, using the information form which is a part of this document (Sec. A-2 and A-3) supplemental wherever necessary to fit peculiar local conditions. The inspection work does not include repairs, *except* that, if cotter pins or nut pins are found to be missing, they shall be replaced at once, or else a special report shall be made promptly to the owner so that he may have the pins replaced.

SECTION A-2: EXAMINATION AND REPORT

Sec. A-2.1 Condition of Paint

Under the general heading "Condition of Paint," give a description of the condition of the paint as found, stating:

- (1) Rough approximation of per cent of rust area
- (2) Special locations of such areas, if segregated
- (3) Character of such rust areas—that is, whether general or blotchy corrosion, loose paint or none.

Sec. A-2.2 Pitting

Determine and report upon the extent and depth of pitting in the area selected, scaled and cleaned by the inspector. The dimensions and locations of each area scaled and cleaned are to be reported. The extent of pitting found should be described both as to location and character. The record of depth of pitting should be as specific as practicable as to location,

Table 1 Sample Pitting Report

Location (by plates numbered from roof down)	Percent of Area Affected (approx.)	Max. Depth of Pitting Found	Type of Pitting	Plate Thickness
1				
2				
3				
etc.				
bottom				

area affected; whether blotchy, deep, pinpoint or general corrosion. Depth gages should be used to obtain specific data. Report as in Table 1.

If plates are badly pitted, report whether drilling holes to determine the plate thickness are recommended.

Sec. A-2.3 Type of Repairs

Where pitting has penetrated to a depth indicating the necessity for repairs, the report shall so state specifically, describing the location of such spots and their size. If they can be repaired by patches, the inspector shall specify to the extent practicable the size, location and number of patches. If other types of repairs are indicated, the inspector shall specify clearly the type and extent recommended. (Use the same plate reference numbers as in Table 1.) The inspector, in his report, shall inform the owner of all repair work which he considers necessary. The report need not be limited to the items specifically outlined herein, but should include all items of any nature which the inspector considers material.

SECTION A-3: DETAILED REPORT OF INSPECTOR

Sec. A-3.1 Items to Be Reported

In addition to the descriptive report outlined under Section A-2, the inspector shall report on the details itemized below.

3.1.1 Anchor Bolts.

(1) Are the anchor bolts rusted so as to reduce their strength materially? If so, caliper and record the smallest section. Advise replacement if considered necessary.

(2) Are the anchor bolt nuts tight?

3.1.2 Column Shoes.

(1) Are the column shoes clean and painted?

(2) Has dirt accumulated?

(3) Are the column shoes seriously rusted? If so, where and to what depth?

3.1.3 Tower.

(1) Are the tower posts in line?

(2) Is there any indication of settlement in the foundations?

(3) Are the tower rods in good adjustment and well turned up?

(4) Are the tower rods in good condition? If badly rusted, measure the smallest part and report, indicating rods on which reduced section occurs. (Advise replacement if considered necessary.)

3.1.4 *Cotter Pins.*

(1) Examine each pin for the presence of cotter pins. Report the location of any pins not so fitted.

(2) Where rod pins with nuts are used, advise if the nuts are on with full thread and the end of the thread is well battered.

3.1.5 *Riser Pipe.*

(1) Is the riser pipe straight?

(2) Are the riser pipe stay rods in good condition?

(3) Is the frost casing in good condition and properly supported?

3.1.6 *Indications of Leakage.*

(1) Are there any indications of leakage in the riser pipe?

(2) In the expansion joint?

(3) In the tank proper? If so, give the location and state the type of repair indicated.

3.1.7 *Ladder.*

Is the ladder safe?

3.1.8 *Balcony.*

(1) Is the balcony safe?

(2) Is the balcony floor in good condition?

(3) State the amount of rust accumulated on the balcony floor.

3.1.9 *Bolts.*

Are any bolts or rivets omitted or missing in the spliced connections of the tower, struts and balcony?

3.1.10 *Paint.*

Report on each of the following items:

(1) The condition of the paint and metal of the tower

(2) The condition of the paint and metal on the outside of the tank bottom, particularly underneath the balcony and post connections

(3) The condition of the paint and metal outside of the tank shell

(4) The condition of the paint and metal outside of the roof and under the eaves of the roof

(5) The condition of the paint and metal inside of the tank shell, based on the areas carefully examined and other information gained by the inspector. (Each sheet shall be carefully examined, removing enough of the accumulation of scale and rust to enable the inspector to report in detail the exact condition of the metal underneath and the extent of rust and pitting.)

(6) The condition of the paint and metal on the inside of the roof

(7) The condition of the spider and spider rods

(8) The finial connection. (Is it solid and safe for the attachment of the painter's trolley?)

(9) The condition of the paint and metal on the inside of the bottom of the tank

(10) The condition of the paint and metal inside of the riser pipe, particularly at the bottom of the riser pipe.

3.1.11 *Rivets.*

Report, by selecting, scaling and examining suitable areas, the condition of the rivets at lap joints and post connections.

3.1.12 *Metal.*

Report, by selecting areas to be examined, the condition of the metal between the rivets at the laps and at the post connections.

3.1.13 *Tank Bottom.*

Has the bottom of the tank deteriorated because of its having been covered with mud or scale? If so, what conditions are observed? Will scaling and repainting be satisfactory? Are repairs indicated? If so, describe in detail.

3.1.14 *Prior Painting.*

- (1) When was the tank reported to have been last painted?
- (2) What material was used?

Sec. A-3.2 Disposition of Report

3.2.1 Two copies of the inspection report shall be delivered to the owner.

3.2.2 It is understood between the owner and the inspection company that copies of the inspection report may be made available by the owner to painting or tank repair contractors, to define the condition of the tank, if bids for repair or painting are desired.

Sec. A-3.3 Payment

Payment for the above specified services, including all expenses of the inspector, shall be at the lump sum price agreed upon between the owner and the inspector. Payment shall be made within thirty days after the receipt of the inspection report.

SECTION A-4: CLEANLINESS

The inspector shall conduct all his work in a clean and sanitary manner.

No one shall work in a tank if he has been under a physician's care, or has needed a physician's care, within a seven-day period prior to entering or working in the tank. No person shall be permitted to work in a tank who has an abnormal temperature or gives evidence of illness. The tank owner, or a physician employed by him, shall be the judge of the physical fitness or unfitness of any person to enter or work in a tank. No deviation from this stipulation may be permitted.

The tank owner, after work of any nature is done in a tank, is charged with satisfying himself that the tank interior is clean and sanitary before the tank is returned to service. Although a contractor may be required by his contract to clean all surfaces thoroughly before a tank is restored to service, it is the ultimate responsibility of the tank owner either to give the tank a final field inspection or to require such laboratory tests of the quality of water held (for test purposes) in the tank as will demonstrate the good sanitary condition of the tank interior.