ADDENDUM 1

Invitation to Bid: 31-165 OLSON DRIVE, PHASE I

REMEDIATION ANSONIA, CT

BIDDING QUESTIONS & ANSWERS

7/25/2024 - It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and / or clarifications become part of the Contract Documents, including pricing as submitted.

Additional Information:

Question and Answers

Question: Article 7 – Attachments To this Bid, 7.1-D mentions "Evidence of Bidder's qualifications in accordance with Article 3 of Section 00200". This section is not in the RFP. Can you please provide it?

Section 00200 Instructions to Bidders is attached to this Addendum 1. Addendum 1 has also been posted on the City's of Ansonia website.

Question: Good afternoon, hope all is well, Just have a couple of questions about the bid, at the pre-bid meeting, there was mention of no bond requirements, but the bid package has bond forms, will bonds be required? Will prevailing wages be required? what is the dollar value threshold for prevailing wages to kick in?

The City does not require bonds therefore the bond forms can be disregarded. Prevailing wages will be required pursuant to the CT DECD Bidding, Contracting & Construction Guidelines for State Programs (May 2019). This document was included as Attachment No. 2. Refer to Page 7 of the guidance which covers prevailing wage rates. The threshold value for prevailing wage rates is \$1,000,000.

Please acknowledge receipt of this addendum by signing and submitting this form with your sealed bid to the City. The City does not accept emailed, scanned or faxed forms.

Company	Date	
Signature		
Printed Name		

SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.1 Refer to Advertisement for Bids for information on examination and procurement of documents.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 OUALIFICATIONS OF BIDDERS

- 3.1 Bidders must be pre-qualified by the State of Connecticut Department of Administrative Services.
- 3.2 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 3.3 Bidders may be investigated by Owner to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of Owner's or Engineer's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Owner that the Work will be completed in accordance with the terms of the Agreement. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
 - A. Bidders are required to provide a letter stating that the Bidder is in good financial standing. The letter must:
 - 1. Be provided by a financial institution or certified public accountant having a relationship with the Bidder;
 - 2. Be on the bank or accountant's letterhead;
 - 3. Include name and contact information for the bank or accountant including address, email and telephone number;
 - 4. Identify the account holder(s), whose names must match the name of the Bidder, the type and length of business relationship, and the historical status of the accounts (i.e. good standing, timely payments, no overdrafts, etc.); and
 - 5. NOT include account numbers, account amounts, or lines of credit.
- 3.4 Bidders shall possess all the necessary licenses and certifications to perform the Work. All required licenses and certifications must be current and kept current during the project.

- 3.5 Contractor must comply with 4a-60 and 4a-60a of the Connecticut General Statutes (CGS) and Sections 46a-68b through f of the Regulations of Connecticut State Agencies, inclusive, as amended by June 2015 Special Session Public Act 15-5.
- 3.6 State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of CGS Sections 4a-60g (25% of the work with DAS certified Small and Minority owned businesses and 25% of the work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set aside goals.
- 3.7 Contractor must complete, sign, and return the "CHRO Contract Compliance Regulations Notification to Bidders" form with their bid submittal. Bids not including this form will be considered incomplete and rejected. This form is attached, and can also be found at: http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf.
 - A. CHRO requires an extra 2% retainage each month on the project.
- 3.8 Bidders must comply with the requirements set forth in the State of Connecticut Department of Economic and Community Development Bidding, Contracting & Construction Guidelines for State Programs, Revised May 2019.
- 3.9 Any bid, from a Bidder who is on a U.S. Government and/or State of Connecticut Debarred Contractor List, will be rejected by the Owner in accordance with State and Federal Laws and Regulations.

ARTICLE 4 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.1 The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment are to be obtained and paid for by Contractor.
- 4.2 Existing Site Conditions
 - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions in or relating to existing surface and subsurface structures at the Site (except Underground Facilities).
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Copies of reports and drawings referenced above will be made available on the City of Ansonia website. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any

- Technical Data or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 5.06 of the General Conditions.

4.3 Site Visit and Testing by Bidders

- A. Bidder shall not conduct any subsurface testing, sampling, or investigations for the Site.
- B. the Owner has control over the Site and is requiring a mandatory pre-bid meeting for Bidders to observe the Site. Failure to attend the mandatory pre-bid meeting will result in rejection of bid.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

4.4 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

ARTICLE 5 BIDDER'S REPRESENTATIONS

- 5.1 It is the responsibility of each Bidder before submitting a Bid to:
 - A. examine and carefully study the Bidding Documents, including any Addenda, data, and referenced items identified in the Bidding Documents;
 - B. attend the mandatory pre-bid meeting to conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work:

- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and carefully study all reports and drawings relating to a Hazardous Environmental Condition, if any, at or adjacent to the Site which have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and 3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and finishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 MANDATORY PRE-BID MEETING

6.1 A mandatory pre-Bid meeting will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Failure to attend this pre-bid meeting will result in rejection of bid. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to Sheila O'Malley Economic Development Director (EDD) City of Ansonia, 253 Main Street, Ansonia, CT 06401, or email somalley@ansoniact.org.
- 7.2 In order to receive consideration, questions must be received by Wednesday July 17, 2024. Interpretations or clarifications considered necessary by Owner and Engineer in response to

- such questions will be issued by Addenda to all parties in attendance at the mandatory prebid meeting not later than three days prior to the date fixed for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.3 Addenda may be issued to clarify, correct, supplement or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.2.
- 7.4 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

ARTICLE 8 BID DEPOSIT

- 8.1 In the Bidding Documents, the terms "Bid security", "Bid deposit", and "Bid bond" shall have the same meaning.
- 8.2 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (including any alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.3 All Bid deposits of General Bidders, except those under consideration by Owner, will be returned within five days, excluding Saturdays, Sundays and legal holidays, after the opening of General Bids. Other Bid deposits will be returned upon the execution and delivery of the Agreement. The Bid deposit of the Successful Bidder will be retained until such bidder has furnished the required contract security and executed the Agreement, whereupon the bid deposit shall be returned. If the Successful Bidder fails to furnish the required contract security within fifteen days after the Notice of Award and execute the Agreement within five days after receipt from Owner, Owner may annul the Notice of Award and the Bid deposit of that Bidder will be forfeited to Owner as liquidated damages for such failure.

ARTICLE 9 CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be substantially completed, and/or completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 LIQUIDATED DAMAGES

10.1 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

11.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the effective date of the Contract.

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS (NOT USED)

ARTICLE 13 PREPARATION OF BID

13.1 A Bid must be made on the Bid form included with the Project Manual. The Bid form shall not be altered in any way.

- 13.2 The Bid form must be completed in ink. Blank spaces in the Bid form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which they propose to complete each and every item of Work. Ditto marks shall not be used
- 13.3 A Bidder shall execute his Bid as stated below.
 - A. A Bid by an individual shall show the Bidder's name and official address.
 - B. A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature) and must be accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the corporate secretary. The state of incorporation and the official corporate address shall be shown.
 - D. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - E. A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
 - F. All names must be printed in ink below the signature.
- 13.4 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.
- 13.5 Postal and email addresses and telephone number to which communications regarding the Bid are to be directed shall be shown.
- 13.6 The following listed documents shall be submitted in addition to the Bid form:
 - A. Bid Bond
 - B. CHRO Contract Compliance Regulations Notification to Bidders Form
- 13.7 In order to be considered for selection, the Bidder must submit a complete bid package in accordance with these Bidding Documents. Partial Bids will not be accepted. Refer to the Bid Form for a list of documents that shall be submitted in addition to the Bid Form.
- 13.8 Any deviations in completion of the Bid Form and accompanying documents from the instructions provided in this Article may be cause for rejection of the Bid.

ARTICLE 14 BASIS OF BID

- 14.1 Lump Sum
 - A. Bidders shall submit a Bid on a lump sum basis for select items as set forth in the Bid form.
 - B. The award will be based on the lowest eligible Bid for Bid items selected by the Owner to be implemented for the project based on available funding.

14.2 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

- B. The unit price is requested for select Bid items. Estimated quantities are provided to the bidder for purposes of establishing unit pricing. However, quantities are not guaranteed and subject to change based on actual project conditions and available funding. The unit prices will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with paragraph 13.03 of the General Conditions (00700) and Supplemental Conditions (00800) of the Bid Specifications.
- C. Discrepancies between words and figures will be resolved in favor of the words.
- D. Unit prices for identical item numbers that are in more than one bid schedule shall be equal. Discrepancies will be resolved in favor of the lowest unit price.
- E. The award will be based on the lowest eligible Bid for Bid items selected by the Owner to be implemented for the project based on available funding.

14.3 Allowances

A. For cash allowances the Contract Price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents in accordance with paragraph 13.02 of the General Conditions.

ARTICLE 15 SUBMITTAL OF BID

- 15.1 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid deposit and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "31-165 Olson Drive Phase I Remediation". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bids. A mailed Bid shall be addressed to Owner at the address in the Advertisement for Bids.
- 15.2 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 MODIFICATION OR WITHDRAWAL OF BID

16.1 Withdrawal Prior to Bid Opening

A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.2 Modification Prior to Bid Opening

A. If a Bidder wishes to modify its Bid prior to the Bid opening, Bidder must withdraw its initial Bid in the manner specified in paragraph 16.1.A and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17 OPENING OF BIDS

- 17.1 Bids will be opened and reviewed by City staff and the project Engineer.
- 17.2 In order to be considered for selection, Bids must arrive at the designated location on or before the date and time specified in the Advertisement for Bids. Bidders mailing their Bids should allow for normal mail delivery time to ensure timely receipt of their Bids by Owner.
- 17.3 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.
- 17.4 No responsibility will attach to Owner, its employees or the Engineer for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

ARTICLE 18 DISQUALIFICATION OF BIDDERS

18.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.1 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid deposit prior to the end of this period.

ARTICLE 20 EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 20.2 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid deposit.
- 20.3 Owner reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 20.4 Owner reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 20.5 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.6 In evaluating whether a Bidder is responsible, Owner will consider the qualifications the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 20.7 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 20.8 If the Owner awards the Contract for the Work, such award shall be to the responsible Bidder (who has neither been disqualified nor rejected pursuant to Article 18 or this Article 20) submitting the lowest responsive Bid.
- 20.9 Contents of the Bid of the Successful Bidder will become part of any contract awarded.

ARTICLE 21 CONTRACT SECURITIES

21.1 Performance and payment bonds are required.

ARTICLE 22 CONTRACT INSURANCE

- 22.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 6 of the General Conditions and in the Supplementary Conditions.
- 22.2 Within 15 days from the date of the Notice of Award, the Successful Bidder shall deliver evidence of required insurance to Owner and Engineer. The required insurance certificates will become part of the Contract Documents.

ARTICLE 23 SIGNING OF AGREEMENT

23.1 The Owner will transmit the required number of unsigned Agreements to the Successful Bidder with the Notice of Award. Within 15 days of the date of the Notice of Award, the Successful Bidder shall sign the Agreements and return them to the Owner. The Owner will return one executed Contract to the Successful Bidder.

ARTICLE 24 SALES TAXES

24.1 Owner is exempt from Connecticut State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. The exemption number will be provided to the Successful Bidder.

ARTICLE 25 CONNECTICUT PREVAILING WAGE RATES

- 25.1 Minimum Wage Rates as determined by the Connecticut State Labor Commissioner as required under [Section 22a-482-4(p)(3) of the CWF regulations [Section 31-53 of the Connecticut General Statutes] as amended, apply to this project unless the total Bid is less than \$1,000,000 for new construction or \$100,000 for remodeling, refinishing, rehabilitation, alteration or repair projects. The Wage Rate Determination is included in Part II of the Supplementary Conditions.
- 25.2 It is the responsibility of the Bidder before bid opening to request any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed Work under this Contract.

END OF SECTION