

CITY OF MIDDLETOWN

ADDENDUM #1 TO BID #2015-002

**Reconstruction of West Lake
Public Works Department**

Date Issued: March 31, 2015

ALL BIDDERS ARE HEREBY ADVISED OF THE FOLLOWING INFORMATION AND/OR MODIFICATIONS TO THE CONTRACT BID DOCUMENTS:

Clarifications and Revisions have been made to the following areas of the bid specifications:

- Language in regards to Liquidated Damages & Project Completion Time on Page 6-2, Item 6.2 of Section 4; "Project Special Conditions" has been revised and replaced with correct language included and provided titled "March 29, 2015 Addendum No. 1".
- Item 6.39 Construction Staking has been added to Page 6-1 and Page 6-19 and the revised pages are included and titled "March 29, 2015 Addendum No. 1".
- Item #21 of the bid proposal pages "typo" has been corrected and reflected in the new "Revised Bid Proposal Pages" provided.

INVITATION TO BID

The date set for the receipt of proposals will remain the same.

*****Tuesday, April 7, 2015 at 11:00 AM*****

PLEASE VERIFY THAT YOU HAVE RECEIVED THIS NOTIFICATION IN THE SPACE BELOW AND FAX OR EMAIL THIS PAGE BACK TO THE PURCHASING DEPARTMENT.

FAX: 860-638-1995 EMAIL: purchase@middletownct.gov

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM #1: _____

COMPANY NAME

All bidders are hereby advised of the following amendments to the contract bid documents which are hereby made an integral part of the specifications for the subject project, prepared by the City of Middletown to the same extent as all other documents. All work shall conform to the standards and provisions of same. Bids submitted shall be deemed to include contract document information as shown in Addendum No. 1. General bidders shall notify sub-bidders that may be affected by this addendum as applicable. **Bidders shall be required to acknowledge receipt of this addendum in the space provided on the Bid Proposal Form.**

Failure to acknowledge receipt of this addendum by the bidder may result in the rejection of their bid. Bidders are directed to review changes to all portions of the work as changes to one portion may affect the work of another.

Total Addendum: 13 pages

*****BIDDER NOTE:** If you have already submitted a bid you shall be required to acknowledge receipt of this addendum under separate cover in a sealed envelope clearly marked with the bid number and description. This acknowledgment must be received by the time and date specified to be accepted by the City.

Donna L. Imme, CPPB
Supervisor of Purchases

Item #21 of the bid proposal pages had a “typo” this has been revised as follows:

21	III-3 121	2500 EST.	PER MAN HOUR	UNIFORMED POLICE FOR TRAFFIC CONTROL <u>SIXTY SEVEN FIVE DOLLARS AND NO CENTS (\$65.00)</u> WRITTEN FIGURES	<u>\$162,500.00</u>
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Therefore, please replace the bid proposal pages with the “Revised Bid Proposal Pages “provided.

The correct time set for substantial completion for this project of 180 days and liquidated damages of \$500.00 dollar amount per day beyond the date set for substantial completion as stated on page 7 item #8 of the Information for Bidders in the bid specifications is correct.

“8. Time of Completion/Liquidated Damages -

The bidder shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the City and shall agree to complete the work within the time specified for completion.

Bidders are advised that the date set for substantial completion for this project shall be within one hundred and eighty (180) consecutive Calendar days after the award of bid and/or Notice to proceed.

The bidder shall be assessed a penalty / liquidated damages of Five Hundred (\$500.00) dollars per day beyond the date set for substantial completion.”

However, Section 4 “Project Special Conditions” on page 6-2 under item 6.2 is incorrect. Therefore, please replace page 6-2 with “revision page 6-2” provided.

SECTION 4 "PROJECT SPECIAL CONDITIONS" REVISED PAGES 6-1, 6-2 and 6-19

SPECIAL CONDITIONS

TABLE OF CONTENTS

	<u>PAGE</u>
6.1 General	6-2
6.2 Liquidated Damages	6-2
6.3 Project Site	6-2
6.4 Other Insurance.....	6-2
6.5 Blasting.....	6-2
6.6 Project Signs	6-4
6.7 Contract Documents and Drawings	6-4
6.8 Field Office	6-4
6.9 Project Photographs	6-5
6.10 Subsurface Information	6-5
6.11 Schedule of Drawings	6-6
6.12 Record Drawings	6-6
6.13 Municipal Water Supply System	6-7
6.14 Permits	6-7
6.15 Maintaining Existing Flows	6-8
6.16 Sewage, Surface, Groundwater and Flood Flows	6-8
6.17 Interference with Existing Improvements	6-9
6.18 Access to Work For Others	6-9
6.19 Disturbance of Bounds	6-9
6.20 Resident Engineer	6-9
6.21 Occupational Safety and Health Standards - Excavations	6-10
6.22 Control of Materials	6-10
6.23 Coordination with Other Projects	6-11
6.24 Testing	6-11
6.25 Equal Employment Opportunity (Sexual Preference)	6-12
6.26 Mobile Cellular Telephone	6-13
6.27 Construction Sequencing	6-13
6.28 Service Laterals	6-14
6.29 Cleanup and Dust Control	6-16
6.30 Weekend Construction	6-17
6.31 Progress of Work	6-17
6.32 Utility Lines	6-17
6.33 Gate and Curb Boxes	6-18
6.34 Removal of Existing Frames, Grates, Covers and Catch Basin Heads and Removal of Granite Curbing	6-18
6.35 Archeological Finds	6-18
6.36 Temporary Pavement - Winter Season	6-18
6.37 Disposal of Waste Materials	6-19
6.38 Damage to Existing Water Main.....	6-19
6.39 Construction Staking	6-19

6.1 GENERAL

- (a) The Special Conditions of the Contract are specific documents, which form an extension of the General Conditions and define, delineate and provide for requirements peculiar to the work in question.

6.2 LIQUIDATED DAMAGES

- (a) As actual damages for any delay in completion of the work, which the Contractor is required to perform under this Contract, are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of \$500 (Five Hundred Dollars) as fixed, agreed and liquidated damages for each calendar day of delay from the stipulated completion time of 180 calendar days until such work is satisfactorily completed and accepted. After thirty (30) days, the daily amount of damages shall double.
- (b) Such work shall include Punch List items required for Final Acceptance.

6.3 PROJECT SITE

- (a) The project area is located the street right-of-way of West Lake Drive in an easterly direction from the intersection of Smith Street to the intersection of Russet Drive, a distance of about 5,300 linear feet.

6.4 OTHER INSURANCE

- (a) The Contractor shall provide special hazard insurance coverage by means of an Endorsement to the General Liability Insurance Policy hereinbefore required to be furnished by the Contractor or by separate policy of insurance as follows:
 - 1) Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith, tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
 - 2) Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused; other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
 - 3) Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, injury to, or destruction of property at any time resulting therefrom.
 - 4) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor, each certificate of insurance shall name the City of Middletown, its officers, agents, servants, and employees as Additional Insured.

6.5 BLASTING

Payment for cold-patch bituminous pavement will be made under the item for Temporary Pavement.

6.37 DISPOSAL OF WASTE MATERIALS

- (a) All waste materials shall be disposed of in a proper fashion and at an approved location. The Engineer shall approve any locations) to be utilized during the Contract term prior to the export of any waste material from the project site.
- (b) The Contractor shall submit during the Pre-Construction Conference, or as soon as possible thereafter, any location(s) he wishes to use for the disposal of waste materials. Each location will be reviewed by the Engineer. The Engineer will issue written documentation for each approved location.
- (c) If at any time during construction the Contractor wishes to change the location(s), a new submittal must be made.

6.38 DAMAGE TO EXISTING WATER MAIN

- (a) The Contractor shall be aware that he will be performing construction in the vicinity of an existing water main. Should a water main or water service break occur during, or after, construction hours and City personnel are called to repair or assist in the repair, the Contractor will be invoiced for the time and materials expended by the City forces.
- (b) Each invoice for water repair work by City personnel submitted to the Contractor shall be paid by the Contractor to the City prior to the completion of the project unless the Contractor can provide sufficient evidence, acceptable to the City, that the break and/or damage was not his fault and was due to actions/events beyond his control.
- (c) Should the Contractor not pay for the invoices that are determined to be payable by the Contractor to the City, prior to the completion of the project, the outstanding sum of all such invoices shall be deducted from his final retainage.

6.39 CONSTRUCTION STAKING

- (a) The Contractor shall be responsible for all required construction staking for the duration of the Project in accordance with the applicable provisions of Section 9.80 of Form 816, as amended. The Construction Drawings have provided horizontal and vertical control for the Contractor's use. Available survey control notes prepared by Cardinal Engineering Associates will be provided to the Contractor upon request. Payment for this work shall not be measured separately for payment. The cost for this work shall be included in other unit and lump sum prices bid for the Project.

REVISED PROPOSAL PAGES
CONTRACT DOCUMENTS
BID # 2015-002
Reconstruction of WestLake Drive
Middletown, CT
Public Works Department

Issue Date: 03/06/2015 Reply Date: Tuesday, April 7, 2015 at 11:00 AM

To: Supervisor of Purchase
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive
Middletown, CT 06457

We, the undersigned, have examined the Contract Documents, which include the plans and specifications as prepared by Cardinal Engineering Associates, Inc. of Meriden, dated November 2014. Included in the bid documents are the Invitation to Bidders, Specifications, General Conditions and related Contract Documents and propose and agree to Contract with the City of Middletown (herein called the Owner) in the form of a Contract, to provide all necessary labor, machinery, tools, apparatus, equipment and other means of construction and to see the work and furnish all materials called for/or shown on the drawings, specifications and other documents in the manner prescribed and according to the requirements of the Owner, within the time set for the in the Contract Documents at the bid prices incorporated herein. Should there be a discrepancy in the language within the Contract Documents, the more stringent shall apply.

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED	
_____	_____
COMPANY NAME	SIGNATURE AND TITLE

The bid is made with the understanding that it cannot be withdrawn for a period of ninety (90) days after the date set for opening of the bids.

Bid Bond or Check is attached to this bid in the amount of:

_____ (\$ _____)
Written figures

Bid Security from: _____
(Insert Bonding Company/Bank name and address on the line provided.)

BIDDER acknowledges receipt of the following ADDENDA:

- No. 1 Date: _____
- No. 2 Date: _____
- No. 3 Date: _____

In the bid items that follow, Bidder shall include all applicable taxes, fees and other incidental costs. Bidder must bid on every item. Prices are to be written in words and figures. In case of a discrepancy, the bid amount in words shall prevail.

#	Item # with spec. ref	QTY.	UNIT OF MEASURE	ITEM DESCRIPTION UNIT PRICE WORDS AND FIGURES	EXTENSION IN FIGURES
ROADWAY IMPROVEMENTS					
1	I-1 103	50	CUBIC YARD	ROCK EXCAVATION, DISPOSAL AND BACKFILL _____ (\$ _____) WRITTEN FIGURES	\$ _____
2	I-2 102	250	CUBIC YARD	EARTH EXCAVATION AND SCREENED GRAVEL BELOW NORMAL GRADE _____ (\$ _____) WRITTEN FIGURES	\$ _____
3	I-3 111	10	TON	CALCIUM CHLORIDE FOR DUST CONTROL _____ (\$ _____) WRITTEN FIGURES	\$ _____
4	I-4 113	1200	MGAL	WATER FOR DUST CONTROL _____ (\$ _____) WRITTEN FIGURES	\$ _____
5	I-5 110	25	CUBIC YARD	TEST PITS _____ (\$ _____) WRITTEN FIGURES	\$ _____
6	I-6 101	1	LUMP SUM	CLEARING & GRUBBING _____ (\$ _____) WRITTEN FIGURES	\$ _____
7	II-1 102 104	8,400	CUBIC YARD	EXCAVATION FOR SURFACE IMPROVEMENTS _____ (\$ _____) WRITTEN FIGURES	\$ _____
8	II-2 109	16,100	SQUARE YARD	PREPARATION OF SUBGRADE/FINE GRADE _____ (\$ _____) WRITTEN FIGURES	\$ _____

#	Item # with spec. ref	QTY.	UNIT OF MEASURE	ITEM DESCRIPTION UNIT PRICE WORDS AND FIGURES	EXTENSION IN FIGURES
9	II-3 106	5,400	CUBIC YARD	BANK RUN GRAVEL _____ (\$ _____) WRITTEN FIGURES	\$ _____
10	II-4 107	100	CUBIC YARD	SCREENED GRAVEL _____ (\$ _____) WRITTEN FIGURES	\$ _____
11	II-5 301	1,800	CUBIC YARD	PROCESSED AGGREGATE BASE _____ (\$ _____) WRITTEN FIGURES	\$ _____
12	II-6 401	1,900	TON	BITUMINOUS CONCRETE, CLASS 1 _____ (\$ _____) WRITTEN FIGURES	\$ _____
13	II-7 401	2,400	TON	BITUMINOUS CONCRETE, CLASS 2 _____ (\$ _____) WRITTEN FIGURES	\$ _____
14	II-8 403	4,200	SQUARE YARD	MILLING OF BITUMINOUS CONCRETE PAVEMENT (0 TO 4 INCHES) _____ (\$ _____) WRITTEN FIGURES	\$ _____
15	II-9 402	400	TON	BITUMINOUS CONCRETE TRUING AND LEVELING COURSE (CLASS 2) _____ (\$ _____) WRITTEN FIGURES	\$ _____
16	II-10 643	11,200	LINEAR FOOT	4" YELLOW FAST DRY PAINTED PAVEMENT MARKINGS _____ (\$ _____) WRITTEN FIGURES	\$ _____
17	II-11 643	11,200	LINEAR FOOT	4" WHITE FAST DRY PAINTED PAVEMENT MARKINGS _____ (\$ _____) WRITTEN FIGURES	\$ _____

#	Item # with spec. ref	QTY.	UNIT OF MEASURE	ITEM DESCRIPTION UNIT PRICE WORDS AND FIGURES	EXTENSION IN FIGURES
18	II-12 643	25	EACH	WHITE STOP BAR AND CROSSWALK FAST DRY PAINTED PAVEMENT MARKINGS _____ (\$ _____) WRITTEN FIGURES	\$ _____
19	III-1	1	LUMP SUM	MOBILIZATION AND DEMOBILIZATION _____ (\$ _____) WRITTEN FIGURES	\$ _____
20	III-2 120	1	LUMP SUM	MAINTENANCE & PROTECTION OF TRAFFIC _____ (\$ _____) WRITTEN FIGURES	\$ _____
** 21	III-3 121	2500 EST.	PER MAN HOUR	UNIFORMED POLICE FOR TRAFFIC CONTROL SIXTY SEVEN FIVE DOLLARS AND NO CENTS (\$65.00) WRITTEN FIGURES	<u>\$162,500.00</u>
22	III-4 121	100 EST.	PER MAN HOUR	POLICE VEHICLES TWELVE DOLLARS AND FIFTY CENTS (\$12.50) WRITTEN FIGURES	<u>\$1,250.00</u>
23	III-5 637	4,600	LINEAR FEET	6" UNDERDRAIN _____ (\$ _____) WRITTEN FIGURES	\$ _____
24	III-6 606	11,000	LINEAR FEET	EXTRUDED CONCRETE CURB _____ (\$ _____) WRITTEN FIGURES	\$ _____
25	III-7 611	1,200	SQUARE YARD	BITUMINOUS CONCRETE DRIVEWAY - COMMERCIAL _____ (\$ _____) WRITTEN FIGURES	\$ _____
26	III-8 614	4,800	SQUARE YARD	FURNISH AND PLACE TOPSOIL _____ (\$ _____) WRITTEN FIGURES	\$ _____

#	Item # with spec. ref	QTY.	UNIT OF MEASURE	ITEM DESCRIPTION UNIT PRICE WORDS AND FIGURES	EXTENSION IN FIGURES
27	III-9 600/ 614	4,800	SQUARE YARD	TURF ESTABLISHMENT _____ (\$ _____) WRITTEN FIGURES	\$ _____
28	III-10 119	1	LUMP SUM	SEDIMENTATION CONTROL SYSTEM _____ (\$ _____) WRITTEN FIGURES	\$ _____
29	III-11 609	250	SQUARE FEET	SODDING _____ (\$ _____) WRITTEN FIGURES	\$ _____
30	IV-1 143	31	EACH	RESET TYPE "C" CATCH BASIN _____ (\$ _____) WRITTEN FIGURES	\$ _____
31	IV-2 143	2	EACH	RESET TYPE "C-L" CATCH BASIN _____ (\$ _____) WRITTEN FIGURES	\$ _____
32	IV-3 143	4	EACH	RESET DOUBLE TYPE "C" CATCH BASIN _____ (\$ _____) WRITTEN FIGURES	\$ _____
33	IV-4 143	31	EACH	SUPPLY AND SET NEW GROUP – TYPE "C" TOP _____ (\$ _____) WRITTEN FIGURES	\$ _____
34	IV-5 143	2	EACH	SUPPLY AND SET NEW GROUP – TYPE "C-L" TOP _____ (\$ _____) WRITTEN FIGURES	\$ _____
35	IV-6 143	4	EACH	SUPPLY AND SET NEW GROUP – TYPE "C" DOUBLE GRATE TYPE II TOP _____ (\$ _____) WRITTEN FIGURES	\$ _____

#	Item # with spec. ref	QTY.	UNIT OF MEASURE	ITEM DESCRIPTION UNIT PRICE WORDS AND FIGURES	EXTENSION IN FIGURES
36	IV-7 143	10	EACH	RESET STORM MANHOLE _____ (\$ _____) WRITTEN FIGURES	\$ _____
37	IV-8 142	100	LINEAR FEET	6-INCH CORRUGATED POLYETHYLENE (PE) STORM PIPE _____ (\$ _____) WRITTEN FIGURES	\$ _____
38	IV-9 142	40	LINEAR FEET	12-INCH DUCTILE IRON STORM PIPE _____ (\$ _____) WRITTEN FIGURES	\$ _____
39	IV-10 143	2	EACH	SUPPLY AND SET NEW GROUP – TYPE “C” CATCH BASIN _____ (\$ _____) WRITTEN FIGURES	\$ _____
40	IV-11 143	2	EACH	CONVERT CATCH BASIN TO A STORM MANHOLE _____ (\$ _____) WRITTEN FIGURES	\$ _____
41	V-1 206	7	EACH	RESET SANITARY SEWER MANHOLE _____ (\$ _____) WRITTEN FIGURES	\$ _____
42	X-1 644	1	EACH	SIGNAGE – “ROAD NARROWS” _____ (\$ _____) WRITTEN FIGURES	\$ _____
TOTAL ROADWAY IMPROVEMENTS (PUBLIC WORKS DEPARTMENT) BID ITEMS 1-42 INCLUSIVE: _____ (\$ _____) Written Figures					

IN SUBMITTING THIS BID, THE BIDDER ACKNOWLEDGES THAT:

It is the intent of the City to award one (1) general contract in the aggregate to the lowest responsible bidder complying with these specifications, submitting the lowest total cost to complete the work as specified, providing that there are sufficient funds available to award this contract.

The various **unit prices bid will control** in any contract(s) which may be awarded arising from this bid; that the estimated quantities above are approximate only and are used solely for the purpose of comparison of bids; that the numerical products obtained by multiplication of the above unit prices with the estimated quantities and the total derived thereof have been inserted only for the convenience of the bidder and to facilitate consideration of the bids by the owner.

No representation of warranty has been made by the owner that the estimated quantities used for comparison of bids will even approximate the actual quantities required to satisfactorily complete the work required under this contract.

Upon receipt of written notice of acceptance of this bid by the owner, the bidder shall execute the contract attached to these documents within ten (10) calendar days and deliver the bonds as required in these documents. The bid security submitted with this bid will become the property of the owner in the event the contract and bonds are not executed within the time herein set forth as liquidated damages for the delay and additional expense to the owner caused thereby.

This bid is submitted in full compliance with the conditions outlined in the contract documents. The bidder has fully responded to and completely filled in all required spaces in the bid documents, including the non-collusive form, and obtained the necessary notary public signatures, where required.

