

## **Addendum No. 1**

August 20, 2015

### **Culvert Replacement - East Hyerdale Drive**

### **Woodridge Lake Drainage Improvements**

Town of Goshen

This Addendum shall be included as part of the Contract Documents. Items in this Addendum apply to all drawings and specification sections whether referenced or not involving the portion of the work added, deleted, modified, or otherwise addressed in the Addendum. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

1. The following Sections shall be considered deleted from the Bidding Document package and will not be required as a part of the bid:
  - a. 00415 List of Major Subcontractors
  - b. 00420 List of Material Suppliers
  - c. 00430 Project References

Upon opening and review of the bids, bidders may be contacted by the Town and asked to supply project references or other additional information.

2. Section 00200 Instructions to Bidders has been modified
  - a. Article 2.05 – Copies of Bidding Documents; date of pre-bid conference has been changed from April 28, 2015 to September 1, 2015.
  - b. Article 13.02 – Submittal of Bid; no later date of bid acceptance has been changed to from May 19, 2015 to September 8, 2015.
3. Section 00410 Bid Form has been modified to include two alternate bid items. Alternate bid items may or may not be selected by the owner at any time during the contract period for inclusion into the contract. No payment will be made for alternate items unless written approval in received by the contractor from the Town. Lowest bidder will be determined by base bid items only (Item #'s 02121, 02500, 02722, and 09710).
4. Section 02722 Storm Drainage and drawings shall be considered modified to omit Dewatering as a part of the base bid. This work in its entirety shall now be considered as part of Alternate Bid Item A-1 - Dewatering of Site. This includes the following: 1.01 Scope of work, B., 5. and 3.01 Execution, G. along with any indications of dewatering

shown on the drawings including but not limited to sandbag cofferdam, bypass pump, and dewatering basin.

5. Alternate Bid Item A-2 - Additional Riprap in Place shall be bid as a unit price per ton. Material will adhere to Section 02722 Storm Drainage, 2.05 Riprap. If selected work will be per the direction of the Town.

6. Attachments included:

Advertisement for Bids

Section 00200 Instructions to Bidders (pgs. 1-7)

Section 00410 Bid Form (pgs. 1-4)

**End of Addendum No. 1**

Town of Goshen  
**Advertisement for Bids**

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The Town of Goshen, Connecticut will receive sealed bids to replace a culvert on East Hyerdale Drive. Bids will be received no later than 5:00 pm on September 8, 2015, at which time bids will be publically opened and read aloud. A non-mandatory pre-bid meeting will be held on site at 9:00 am September 1, 2015. Prospective bidders may contact the Public Works Department at 860-491-6029 for more information or download the Bidding Documents by visiting the Town's web site at: [www.goshenct.gov](http://www.goshenct.gov). Click on the link entitled "Bids & RFPs".

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**Instructions to Bidders**

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**ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Town of Goshen, Office of the First Selectman, located in the Goshen Town Hall at 42A North Street, Goshen, CT during normal business hours Monday – Thursday 8:30 AM to 4:00 PM and Friday 8:30 AM to 12:00 PM. Alternately, prospective bidders may examine and download the Bidding Documents by visiting the Town’s web site at: [www.goshenct.gov](http://www.goshenct.gov). Click on the link entitled “Bids & RFPs”.
- 2.02 All prospective bidders and any other party that acquires Bidding Documents from the Town shall provide the Town with the firm’s name, mailing address, telephone and facsimile numbers, and e-mail address.
- 2.03 Complete sets of Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.04 Owner, 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 authorize or confer a license for any other use.
- 2.05 There will be a non-mandatory prebid conference at the site at 9:00 AM on September 1, 2015.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 Owner will review the list of references, subcontractors, materials suppliers and other documents furnished with the bid to aid in determining whether the apparent successful bidder is qualified to construct the Work. In addition to the foregoing, Owner may also request documentation regarding Bidder’s financial position, previous experience, present commitments, and such other data as may necessary to induce owner into awarding the Contract.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

**ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;

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- B. Visit the Site(s) of the Work and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Consider the information known to Bidder; 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, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and
  - (3) Bidder's safety precautions and programs;
- E. Agree at the time of submitting its Bid that 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(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

**ARTICLE 5 – INTERPRETATIONS AND ADDENDA**

- 5.01 All questions about the meaning or intent of the Bidding Documents are to be submitted by e-mail to Mr. Robert Valentine, First Selectman at [1stselectman@goshenct.gov](mailto:1stselectman@goshenct.gov). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, e-mailed, or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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- 5.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

**ARTICLE 6 – BID SECURITY**

- 6.01 Bid Security is not required.

**ARTICLE 7 – CONTRACT TIMES**

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

**ARTICLE 8 – LIQUIDATED DAMAGES**

- 8.01 Provisions for liquidated damages are set forth in the Agreement.

**ARTICLE 9 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 9.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Owner as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Owner. The burden of proof of the merit of the proposed item is upon Bidder. Owner’s decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**ARTICLE 10 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 10.01 Owner will review the qualifications and acceptability of major subcontractors and material suppliers prior to issuing a Notice of Award. If Owner, after investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, Owner may, before the Notice of Award is issued, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 10.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

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- 10.03 Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Contractor has reasonable objection.

**ARTICLE 11 – PREPARATION OF BID FORM**

- 11.01 The Bid Form is included with the Bidding Documents.
- 11.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each bid item, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 11.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 11.04 A Bid by a partnership shall 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.
- 11.05 A Bid by a limited liability company shall be executed in the name of the firm by a member 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.
- 11.06 A Bid by an individual shall show the Bidder’s name and official address.
- 11.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 11.08 All names shall be printed in ink below the signatures.
- 11.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 11.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 11.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

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**ARTICLE 12 – BASIS OF BID; COMPARISON OF BIDS**

12.01 *Lump Sum Price*

- A. Bidders shall submit a Lump Sum Bid price for the Work.
- B. Discrepancies between prices in figures and prices in written amounts will be resolved in favor of the written amounts. Discrepancies between the indicated sum of the Schedule of Values and the written Lump Sum Bid Price will be resolved in favor of the written Lump Sum Bid Price.

**ARTICLE 13 – SUBMITTAL OF BID**

13.01 Bidder shall submit two complete copies of the Bid Submittal which shall include:

- A. List of proposed subcontractors;
- B. List of proposed suppliers;
- C. List of project references;
- D. Non-Collusion Affidavit
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

13.02 Bids shall be submitted to or received in the office of the First Selectman, Goshen Town Hall, 42A North Street, Goshen, CT 06756 no later 5:00 PM on September 8, 2015. All bids shall be enclosed in a sealed package plainly marked with the name and address of the Bidder and the words "Culvert Replacement – East Hyerdale Drive". All bids received after that time will be rejected and returned to the Bidder unopened.

13.03 If a Bid is sent by mail or other delivery system, the sealed bid shall be enclosed in a separate package plainly marked on the outside with the notation "SEALED BID ENCLOSED". A mailed or delivered Bid shall be addressed to the First Selectman.

**ARTICLE 14 – MODIFICATION AND WITHDRAWAL OF BID**

14.01 A Bid may be modified or 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.

14.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

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**ARTICLE 15 – OPENING OF BIDS**

- 15.01 Bids will be opened at the Town Hall Conference Room, Goshen Town Hall at 5:15 PM on May 19, 2015 and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 16 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 16.01 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 security prior to the end of this period.

**ARTICLE 17 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 17.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 17.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest 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 has an interest.
- 17.03 In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.
- 17.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of major subcontractors and material suppliers for emulsion and aggregate.
- 17.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 17.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

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**ARTICLE 18 – CONTRACT SECURITY AND INSURANCE**

- 18.01 The General Conditions set forth Owner’s requirements for performance and payment bonds and insurance coverage. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds and certificate(s) of insurance.

**ARTICLE 19 – SIGNING OF AGREEMENT**

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Successful Bidder shall promptly sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Owner shall promptly deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**ARTICLE 20 – CONNECTICUT’S PREVAILING WAGE LAW PROVISIONS**

- 20.01 Provisions for compliance with Connecticut’s prevailing wage laws are set forth in the General Conditions.

**ARTICLE 21 – SALES AND USE TAXES**

- 21.01 Provisions for applicability of sales and use taxes are set forth in the General Conditions.

**ARTICLE 22 – RETAINAGE**

- 22.01 Provisions concerning Contractor’s rights to deposit securities in lieu of retainage are set forth in the Agreement.

Section 00410  
**Bid Form**  
**Culvert Replacement – East Hyerdale Drive**

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**Bid Submitted To:**

Town of Goshen  
Board of Selectmen  
42A North Street  
Goshen, CT 06756

**Bid Submitted By:**

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
e-mail: \_\_\_\_\_

**To the Town of Goshen Board of Selectmen:**

The undersigned Bidder submits, for your consideration, our bid for the “Culvert Replacement – East Hyerdale Drive”. We have read the Bidding Documents, including the Instructions to Bidders, Agreement between owner and Contractor, General Conditions, and Technical Specifications. We submit the following bid in full compliance with all terms and conditions except as noted below under “Exceptions”. We have enclosed the following additional items required for a responsive submission:

1. Section 00425 - Non-Collusion Affidavit
2. Evidence of authority to do business in the Connecticut; or a written covenant to obtain such license within the time for acceptance of Bids

The undersigned Bidder acknowledges receipt of the following addenda to the Bidding Documents, listed by number and date as follows:

Addenda No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addenda No.: \_\_\_\_\_ Dated: \_\_\_\_\_

The Undersigned Bidder agrees to perform all Work as specified in the Bidding Documents and as further itemized in Schedule A, attached to this Bid Form, within the Contract Times listed in

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**Bid Form**  
**Culvert Replacement – East Hyerdale Drive**

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the Agreement for the following Lump Sum Bid Price. Our Lump Sum Bid Price includes all costs necessary to furnish and install, complete and in place, ready for service, the Town of Goshen Culvert Replacement – East Hyerdale Drive, including all plant, materials, supplies, electricity, machinery, equipment, tools, superintendence, labor, hauling services, overhead, profit, insurance, bonds, permits, shop drawings, design services, and other accessories and services.

Lump Sum Bid Price (in figures):

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Lump Sum Bid Price (in words):

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Dollars

Exceptions:

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The undersigned hereby submits the foregoing bid to the Town of Goshen. We understand that we may not withdraw this bid for a period of 60 days following the date of the bid opening:

Name of Contractor Entity: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized Signature

Print or Type Name: \_\_\_\_\_

Print or Type Title: \_\_\_\_\_

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**Bid Form**  
**Culvert Replacement – East Hyerdale Drive**

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Schedule A

**Schedule of Values**

The Schedule of Values shall be used in making partial payments for completed work. The Schedule of Values must equal the Lump Sum Bid Price.

Item	Price in Figures
02121 – Water Pollution Control (Soil Erosion)	
02500 – Pavement Restoration	
02722 – Storm Drainage	
09710 – Maintenance & Protection of Traffic	
Total	

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**Bid Form**  
**Culvert Replacement – East Hyerdale Drive**

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**Schedule B**

**Alternate Item Schedule of Values**

The Alternate Item Schedule of Values shall be priced per the unit listed for the item. Alternate Items are not used to calculate base bid total.

Alternate Item	Price in Figures
A-1 – Dewatering of Site	L.S.
A-2 – Riprap in Place	TNS