

ADDENDUM NO. 3, December 15, 2016

RE: Springborn Dam Removal
Water Street, Enfield, Connecticut

FROM: Fuss & O'Neill, Inc.
146 Hartford Road
Manchester, Connecticut

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated November 2016 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of one (1) page, with an additional eight (8) pages of attachments as follows:

1. Eight pages of revised Proposal Form reflecting the change in estimated bid quantity for Item 15, Railroad Pier Encapsulation, from 81 cubic yards to 20 cubic yards.

END OF ADDENDUM

Attachments: Revised Proposal Form (8 pages)

I hereby acknowledge receipt of Addendum No. 3

Signature

Date

PROPOSAL FORM

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Date _____

PROPOSAL OF _____
(Bidder's Name)

(Bidder's Address)

State of Connecticut
Department of Energy and Environmental Protection
Bureau of Water Protection and Land Reuse
Water Planning and Management Division
79 Elm Street, 2nd Floor
Hartford, Connecticut 06106-5127

Dear Sir:

1. Pursuant to, and in compliance with your Invitation to Bid for the **SPRINGBORN DAM REMOVAL, ENFIELD, CONNECTICUT**, the Notice to Bidders, the Contract, including the conditions thereto, and the Bid Security, (I/we) propose to furnish the labor and/or materials, installed as required for the project named and numbered in paragraph 4 of this Proposal, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract, including, but not limited to, the Specifications and/or Plans together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated in paragraph 4.C. of this Proposal.

2. The Total Bid Price in paragraph 4.C. of this Proposal includes all work indicated on the Plans and/or described in these Specifications, and is based on the Unit Price Bids as shown.

(I/We) will complete the work of this Project for the Total Bid Price, as may be adjusted for actual quantities of unit bid price items, as listed in paragraph 4 of this Proposal.

(I/We) understand, that (I/we) must complete the Bid by filling out all blanks, unit prices and computed totals for all unit price items and list the Total Bid Price both in figures and words.

3. In submitting this Bid, (I/we) agree:

- A. To hold (my/our) Bid open for 120 days after the actual Bid Opening date.
- B. To accept the provisions of the Notice to Bidders regarding disposition of the Bid Security.
- C. To enter into and execute a Contract, if awarded, on the basis of this Bid and to provide the required Performance Bond and Labor and Material Bond for the work in accordance with the Notice to Bidders.
- D. To complete the work in accordance with the Contract Documents.
- E. To complete the work within the Contract Time of 300 calendar days.

4. PROPOSAL AND OTHER PROJECT DATA

- A. The undersigned proposes to furnish all labor and materials required to complete:

DAM REMOVAL, SPRINGBORN DAM, ENFIELD, CONNECTICUT

in accordance with Plans and Technical Specifications prepared by Fuss & O'Neill, Inc., and subject to and in compliance with the foregoing and following conditions and information set forth and contained in the Contract Documents. Specifically, the Bidder acknowledges that only those Unit Price items as are listed in this Proposal, exclusive of extra work, will be measured for payment. Contractors will be paid only for actual Work performed as measured in accordance with the Contract Documents.

- B. This Bid includes all Addenda issued as of the bid due date set forth in the Invitation to Bid (refer to Page IB-1).
- C. This Bid was determined as follows:

SPRINGBORN DAM REMOVAL, ENFIELD, CONNECTICUT

BID TABULATION SHEET 1 OF _

BID ITEM No.	DESCRIPTION	UNITS	EST. QTY.	UNIT PRICE	BID PRICE IN WORDS	BID PRICE IN FIGURES
1	Mobilization/ demobilization	L.S.	1			\$
2	Construction Trailer	MTH	12			\$
3	Preconstruction Documentation	L.S.	1			\$
4	Sediment & Erosion Control (Includes floating oil boom, silt fence, hay bales, wood chip berm, check dams)	L.S.	1			\$
5	Water Control	L.S.	1			\$
6	Clear & Grub	L.S.	1			\$
7	Upstream Construction Access Road (including removal)	L.S.	1			\$
8	Sediment Removal and Disposal (does not include quality testing)	C.Y.	12,400			\$
9	Dam Demolition	L.S.	1			\$
10	Downstream Riprap Access Road (includes Terry Brook Crossing)	L.S.	1			\$
11	Heavy Partially Grouted Riprap Slope Protection (Founded on bedrock alternative)	S.F.	4,800			\$

12	Standard Riprap Slope Protection (Founded on bedrock alternative)	S.F.	14,000			\$
13	Revetment Wall	L.S.	1			\$
14	Grade Control Structures	TON	1,060			\$
15	Railroad Pier Encapsulation	C.Y.	81 20			\$
16	Unsuitable Soil Disposal (does not include contaminated sediment)	C.Y.	100			\$
17	Site Restoration/Planting	L.S.	1			\$
18	Concrete Retaining Wall	C.Y.	45			\$
19	Bituminous Concrete Pavement Repair	S.Y.	1,700			\$
20						
21						
22						
Total Amount of Bid in figures:				\$		
Total Amount of Bid in Words:						
L.S.=Lump Sum; C.F.=Cubic Foot; C.Y.=Cubic Yard; L.F.=Linear Foot; S.F.=Square Foot; S.Y.=Square Yard; MTH.=Month; AC=Acre; EA=Each						

Alt 1	Heavy Partially Grouted Riprap Slope Protection (Founded on soil alternative)	S.F.	4,800			
Alt 2	Standard Riprap Slope Protection (Founded on soil alternative)	S.F.	14,000			

D. AWARD - I/we acknowledge the following:

- i) All proposals shall be subject to provisions of Paragraph 1 of the Notice to Bidders and for the purpose of award; consideration will be given only to Proposals submitted by qualified and responsible bidders.
- ii) The Award will be made on the basis of the lowest responsive Total Bid Price, provided funds are available.
- iii) In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling.
- iv) That award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy and Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes ("C.G.S.") and Section 46a-68j-23 of the Regulations of Connecticut State Agencies ("R.C.S.A.") regarding equal employment opportunity, and the Bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the Work of the Contract. Upon notification of a Bidder by said Department of Energy and Environmental Protection as the lowest responsible bidder, said determination of compliance may require the successful completion of an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and -68d, and R.C.S.A. Section 46a-68j-27(1).

E. CONTRACT SCHEDULE AND LIQUIDATED DAMAGES

All work under this Contract will be completed within ~~180~~ 300 calendar days after Notice to Proceed. If the project completion is delayed, liquidated damages will be assessed at the rate of 1,500 dollars (**\$1,500.00**) per calendar day thereafter.

F. CONTRACTOR'S INSURANCE REQUIRED

- i) The limits of liability for the insurance required for this project shall be those listed in Article 16 of the General Conditions.
- ii) Special Hazards Insurance is Required.
- iii) Property Damage Insurance – See Item 12 in Supplemental Conditions.

G. STATEMENT OF BIDDER'S QUALIFICATIONS

Refer to Paragraph 7 of the Notice to Bidders relative to the submitting of Statement of Bidder's Qualifications.

When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Commissioner shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract

obligations; and the Contractor's experience or lack of experience and the Commissioner reserves the right to reject any or all such Contractors that he deems are not qualified to perform the work under this Contract.

H. NONDISCRIMINATION LABOR RECRUITMENT

(I/We) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to currently applicable State of Connecticut guidelines and requirements for implementation.

I. VIOLENCE IN THE WORKPLACE

(I/We) agree that the Contract awarded for this project shall be subject to Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the workplace.

J. CONTRACTING REFORMS

(I/We) agree that the Contract awarded for this project shall be subject to Executive Order No. 7C, promulgated July 13, 2006, regarding contracting reforms.

5. ACCOMPANYING THIS PROPOSAL IS

A STANDARD BID BOND having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of:

_____ DOLLARS (\$_____)

6. (I/We), the undersigned, hereby declare that (I am/we are) the only person(s) interested in the Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that this Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; that this Proposal is made in good faith without collusion or connection with any other person bidding for the same work; and this Proposal is made with distinct reference and relation to the Plans and Specifications prepared for this Contract.

7. (I/We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this Proposal is based solely on (my/our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

Signed this _____ day of _____, 200_____

Project: **SPRINGBORN DAM REMOVAL, ENFIELD, CONNECTICUT**

Firm Name: _____

(Address)

(City) (State) (Zip) (Phone)

BY: _____ (L.S.) _____
Duly Authorized (Title)

(Corp. Seal)

To be filled in and
signed by the
Bidder