

GNHWPCA  
New Haven Pump Stations  
Resiliency Improvement Project:

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ADDENDUM NO. 1

To be considered as part of the contract drawings and specifications for the GNHWPCA New Haven Pump Station Resiliency Improvement Project dated November 4, 2019.

SPECIFICATIONS

Bid Package

DELETE 20-page Bid Package in its entirety, and REPLACE with the Bid Package dated 11/20/2019, which is appended to this Addendum.

Section 00200 – Instructions to Bidders

DELETE Section 00200 in its entirety and REPLACE with Section 00200, which is appended to this Addendum.

Section 00410 – Bid Form

Revise title of Section 00410 to "Form of General Bid". Revised Form of General Bid is included in the Bid Package dated 11/20/2019

Section 00610 – Performance Bond

Page 00610-4. Immediately after the last work in paragraph 16, INSERT the following "None"

Section 00520 – Agreement

DELETE Section 00520 in its entirety and REPLACE with Section 00520, which is appended to this Addendum.

Section 00615 – Payment Bond

Page 00610-3. Immediately after the last work in paragraph 18, INSERT the following "None"

Section 00730 – Special Conditions

Page 00730-1. Paragraph 2.2: Immediately after "...illuminating, insert South Central Connecticut Regional Water Authority (RWA)"

Section 00800 – Supplementary Conditions

ARTICLE 2. PRELIMINARY MATTERS

Immediately after the title "ARTICLE 2. PRELIMINARY MATTERS", INSERT the following:

"SC-2.01  
DELETE paragraph 2.01c of the General Conditions in its entirety."

#### ARTICLE 4. COMMENCEMENT AND PROGRESS OF THE WORK

DELETE paragraph SC-4.01, in its entirety and REPLACE with the following

"SC-4.01  
DELETE the last sentence of paragraph 4.01A of the General Conditions, and REPLACE with the following:

"Notwithstanding the time limitations provided herein, the OWNER may desire to commence the Contract Times later than the ninetieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents.""

#### ARTICLE 6. BONDS AND INSURANCE

DELETE paragraph SC-6.02, in its entirety and REPLACE with the following:

"SC-6.02

Add "...prior to the start of this Project." to the end of the first sentence of paragraph 6.02C.

Add "Prior to signing of the Contract...." to the beginning of the first sentence of paragraph 6.02C.

Delete paragraph 6.02D of the General Conditions in its entirety."

SC-6.03

DELETE paragraph SC-6.03, in its entirety and REPLACE with the following

"DELETE paragraph 6.03 of the General Conditions in its entirety. Insurance requirements are included in Section 00520, which is appended to this addendum."

#### ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

Add the following sentence to the end of paragraph SC-7.07

"Delete paragraph 7.07.B in its entirety."

#### ARTICLE 15. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

Add the following sentence to the end of paragraph SC-15.01

Paragraph 15.01.D.1. Delete first word in sentence "Ten" and replace with "Sixty"

SC-15.08

Delete the third word in paragraph 15.08A "one", and replace with "two"

## ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

Add the following:

SC-16.04

Paragraphs 16.04 A Delete "30 days" and replace with "60 days" in both locations

Paragraphs 16.04 B Delete "30 days" and replace with "60 days" in both locations

## ARTICLE 18. MISCELLANEOUS

Delete paragraphs 18.09 thorough 18.13 inclusive, and replace with the following:

*"18.09, 18.10, 18.11*

Add the following new paragraphs after paragraph 18.08 of the General Conditions:

### 18.09 Liability

It is understood and agreed that members of the Owner or any agent or employees of the Owner signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

### 18.10 State Statutes and Regulations

See Section 00830 of these Specifications for further modifications of the General Conditions due to state statutes and regulations.

### 18.11 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

### Section 00820 – Change Orders

Delete Section 00820 in its entirety and replace with section 00820 appended to this addendum.

Section 00890 – Permits

Delete Section 00890 in its entirety. Permit requirements are identified in other sections of the Contract Documents, including the General Conditions.

Section 01140 – Special Provisions

Revise title to Paragraph “3.15 Connection to Existing Water Systems” to read: “3.13 Connection to Existing Water Systems”.

Section 01270 – Measurement and Payment

Delete Paragraph 1.03.K Gate Valve at Floor Drain. This item has been eliminated.

Section 01330 – Submittals

Paragraphs 3.02.A and 3.03A: Delete “([buccis@wseinc.com](mailto:buccis@wseinc.com))” and replace with “([McKennaK@wseinc.com](mailto:McKennaK@wseinc.com))”

Section 01535 – Temporary Bypass Pumping Systems

Insert Section 01535 which is appended to this addendum

Section 01760 – Operation and Maintenance Manuals

Page 01760-8: Rows 1, 2 and 3. Delete “fax number” and replace with “web address / link / e-mail”

Section 01765 – Project As-Built Record Drawings

Delete Section 01765 in its entirety. As built requirements are stipulated in Section 01770, paragraph 1.03.

Section 01770 – Project Closeout

Page 01770-8: Immediately after row “13”, INSERT the following

“14. Certificate of Occupancy for Fort Hale Pumping Station:

Section 11304 – Submersible Wastewater Pump Equipment

Paragraph 2.05.A: First line. Add “double rail” after the word “be”.

Section 13410 – Instrumentation and Control - General

Paragraph 1.02.C: Third line. Delete “twelve (12)” and Replace with “Twenty-four (24)”

Paragraph 1.02.D.4: Second line. Delete “7 days prior to bid opening” and Replace with “prior to final date for bidder questions as stated in Section 00100 Invitation”

DRAWINGS

None

QUESTIONS

Q1. The Invitation for Constructing states the \$100 deposit for the bid documents is non-refundable, however Section 00200-3, Art. 3 states, "Such deposit will be refunded to all bidders and non-bidders upon the return of said documents in good condition within 30 days after the date of opening of general bids."

A1. Deposit is non-refundable. See revised section 00200 attached.

Q2. Section 00200-9, Art. 29 states "MBE and WBE policies of the State of Connecticut Department of Energy and Environmental Protection are not applicable to this contract." However, Section 00520-2, first paragraph states, "The fair share goals for Minority/Women Business Enterprise participation for this contract are a minimum of three point zero percent (3.0%) Minority Business Enterprise (MBE) participation and five point zero percent (5.0%) Women Business Enterprise (WBE) participation applicable to the total dollar amount paid for the construction contract." Please clarify.

A2. MBE/WBE percentages do not apply to this Contract. See revised Section 00520 attached.

Appendices /Enclosures Immediately Follow

1. Section 00200 Instruction to Bidders
2. Section 00520
3. Section 00820 Change Orders dated 11/20/2019
4. Section 01535 Temporary Bypass Pumping Systems
5. Bid Package dated 11/20/2019

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END OF ADDENDUM NO. 1

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## SECTION 00200

### INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Deposit on Documents
4. Preparation of Bid
5. Modification of Bids
6. Obligation of Bidder
7. Information not Guaranteed
8. Bid Security
9. Time for Completion
10. Addenda and Interpretations
11. Bid Opening Procedure
12. Comparison of Bids
13. Statutes Regulating Competitive Bidding
14. Right to Reject Bid
15. Ability and Experience of Bidder
16. Conditions of Work
17. Security for Faithful Performance
18. Power of Attorney
19. Laws and Regulations
20. Liquidated Damages for Failure to Enter into Contract
21. Bidder Certification – OSHA Training
22. Prevailing Wage Rates
23. Guarantee
24. Waiver of Local Fees
25. Taxes
26. Safety and Health Regulations
27. American Iron and Steel Requirements of P.L. 113-76
28. Non-Discrimination in Employment
29. Minority and Women Business Enterprise Requirements
30. Non-Collusion
31. Access to the Site
32. “Or Equal” Clause
33. Archaeological Finds
34. Bid Submittal Requirements

1. Receipt and Opening of Bids

The Greater New Haven Water Pollution Control Authority (GNHWPCA) will receive sealed Bids for the construction of "New Haven Pump Stations Resiliency Improvements Project."

Such bids addressed to the GNHWPCA and endorsed "Proposal for New Haven Pump Stations Resiliency Improvements Project" will be received at the GNHWPCA 260 East Street, New Haven, CT 06511, until the date and time noted in Section 00100, ADVERTISEMENT FOR BIDS, at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days after the opening of bids, as stipulated in Section 00410, FORM OF GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of 54 drawings titled "GNHWPCA New Haven Pump Stations Resiliency Improvements Project.," and numbered 1 to 54, inclusive.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Deposit on Documents

A non-refundable deposit, in the amount and format as specified in Section 00100, ADVERTISEMENT FOR BIDS will be required on each set of Contract Documents taken.

4. Preparation of Bid



Each bid must be submitted on the prescribed form in Section 00410, FORM OF GENERAL BID. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

General Contractors shall file their bids with a copy of their DAS certificate showing that they are eligible to bid on projects of this category, of this estimated project dollar amount and up to an aggregate limit. Each Bid must also include a State of CT DAS Contractor Prequalification Update (Bid) Statement (in addition to the Prequalification Certificate)

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

5. Modification of Bids

Any bidder may withdraw its bid by written communication at any time prior to the scheduled closing time for receipt of bids.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

7. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00100, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 90 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

9. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

**All questions from Bidders must be received by the GNHWPCA via email before 4:00 p.m. on Wednesday, December 4, 2019. (send emails to: [engineering@gnhwpc.com](mailto:engineering@gnhwpc.com) with copy to McKennaK@wseinc.com)**

Bidders shall acknowledge receipt of all written addenda in their Form of General Bid. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all addenda. All addenda so issued shall become part of the Contract Documents. Written addenda may be issued up to 5 business days prior to the bid opening to all bidders who have obtained bid documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be included with the FORM OF GENERAL BID.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

Bidders may not withdraw their bids for a period of 90 days, Saturdays, Sundays, and legal holidays excluded, following the opening of the bids.

12. Comparison of Bids

Bids will be compared on the basis of the total price bid for bid items 1A through 4H, inclusive, as stated in the Form of General Bid.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

It is the intent of the OWNER to make award to the lowest responsible qualified bidder (reference CGS 4a-59).

13. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of State of Connecticut General Statutes, need not be accepted, and the OWNER may reject every such bid.

14. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

15. Ability and Experience of Bidder

All general contractors shall file with their bids a copy of their DAS certificate of eligibility showing that they are eligible to bid on projects of this category, value, and up to an aggregate limit. Each Bid must also include a State of CT DAS Contractor Prequalification Update (Bid) Statement (in addition to the Prequalification Certificate). The DAS Contractor Classification required for this project is "Water Treatment Plants" or "General Building Construction Group A"

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to

prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

16. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the operations of the wastewater treatment system or any other contractors.

17. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish performance and payment bonds, as specified in Sections 00610 and 00615, respectively, as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, Standard General Conditions of the Construction Contract included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the OWNER.

18. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

19. Laws and Regulations

Applicable provisions of the Connecticut General Statutes and Regulations of Connecticut State Agencies and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Attention is directed to Section 00830 STATE REGULATIONS and to other applicable sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

20. Section Omitted

21. Bidder Certification – OSHA Training

All employees who work on this project must have no less than ten (10) hours of OSHA-approved construction safety and health training.

Satisfactory evidence that all persons to be employed on this project have completed ten (10) hours of OSHA-approved construction safety and health training shall be maintained by the Bidder.

22. Prevailing Wage Rates

Prevailing Wage Rates as determined by the State of Connecticut Department of Labor, apply to this project and are included in Section 00500.

Federal Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project, including reporting requirements and required contract language. See also specific contract provisions to be met in Section 00810, FEDERAL REGULATIONS – DAVIS BACON WAGE CONTRACT PROVISIONS.

23. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of two year from and after the date of substantial completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within

seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

Note that Contractor shall furnish a maintenance bond, in an amount at least equal to twenty-five (25%) percent of the Contract Price, in a form acceptable to the Owner insuring the Project for a period of two (2) years from the date of final acceptance

24. Waiver of Local Fees

The OWNER shall NOT waive local permit fees. Bids should reflect all fees in the total bid price.

25. Taxes

Bids should not include federal excise or state sales and use taxes, as the OWNER is exempt from payment of any such taxes. The OWNER is also exempt from transportation taxes when goods are consigned to the OWNER. The OWNER will furnish tax exemption certificate to the selected Contractor at the beginning of the project. Shipments shall be consigned to the OWNER in care of the CONTRACTOR.

26. Safety and Health Regulations

The successful bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PC-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the requirements of the Connecticut Department of Labor Occupational Safety and Health Administration. Contractors shall be familiar with the requirements of these regulations.

27. American Iron and Steel Requirements of P.L. 113-76

This project is subject to the American Iron and Steel Requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014.

28. Non-Discrimination in Employment

Contracts for work under this proposal shall obligate the Contractor and Subcontractor not to discriminate in employment practices.

29. Minority and Women Business Enterprise Participation

MBE and WBE policies of the State of Connecticut Department of Energy and Environmental Protection are as stated in Section 00520.

30. Non-collusion

The individual signing this bid hereby declares that no person or persons other than members of his/her own organization are interested in this Proposal or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the OWNER is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the OWNER.

An affidavit form is included with this document; bidders are required to complete the form and include with their bid response.

31. Access to the Site

Representatives of the Grant Awarding Agency and of the State of Connecticut shall have access to the work and the project records wherever it is in preparation or progress and the successful Bidder shall provide proper facilities for such access and inspection.

32. "Or Equal" Clause

Whenever the specifications define the material or article required by using the name of the proprietary product or of a manufacturer or vendor rather than by using descriptive detail of substance and function, the words "or equal" are to be understood to follow immediately the name of the maker, vendor, or proprietary product. The words, "or equal" shall be interpreted as including any material or article which, in the opinion of the Engineer, is equal in quality, durability, appearance, strength, and design to the article named and which will perform adequately the functions imposed by the general design.

Whenever in the specifications the names of manufacturers are mentioned as indicating that their products will comply with a particular specification, or when specific trade names or plate numbers or letters are mentioned, it is not intended to exclude products of other manufacturers whose names, trade names or symbols have not been mentioned, provided however, that such products otherwise comply, in the opinion of the Engineer, with the specification. The Engineer's opinion in all cases mentioned in this section shall be final.

33. Archaeological Finds

If artifacts or historical features are identified during the course of the project, the Contractor shall notify the Owner and the Engineer.

34. Bid Submittal Requirements

A complete bid shall consist of all the following:

SECTION 00410 – FORM OF GENERAL BID

SECTION 00420 - BID FORM ATTACHMENTS

- Bidder's Qualification Statement
- Non-Collusion Affidavit
- Bid Bond
- Statement of Bidder's Compliance with Executive Order No. 3
- Statement of Bidder's Compliance with Executive Order No. 16
- Statement of Bidder's Compliance with Executive Order No. 17
- State of Connecticut DAS Contractor Prequalification Update (Bid) Statement (and Prequalification Certificate)

**Failure to submit a bid that includes both the Form of General Bid and all Bid Form attachments listed above may result in bidder's disqualification by the OWNER.**

END OF SECTION

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**SECTION 00520**

**AGREEMENT**

THIS CONTRACT is by and between The Greater New Haven Water Pollution Control Authority (Owner) and \_\_\_\_\_  
\_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project SSF 2016-02 – New Haven Pump Station Resiliency Improvements Project

2. ENGINEER

2.1. The Project has been designed by Weston & Sampson (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES

3.1. Time of the Essence: All time limits for Milestones, if any, Substantial Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2. Days to Achieve Substantial Completion:

Subprojects	Start Constraint	Substantial Completion
New Haven Pump Station Resiliency Improvements Project	Notice to Proceed	300 calendar days

3.3. The time for Final Completion of all the Work is January 21, 2021 unless otherwise extended by the Owner.

3.4. Contractor's Liability for Liquidated Damages:

3.4.1. It is understood by the parties that timely completion of the Project is essential. If the Contractor fails to satisfactorily complete the Work hereunder within the time specified or within any extra time that may have been allowed by way of an extension, there shall be deducted from any monies due or that may become due the Contractor, the sum of one-thousand dollars (\$1,000) for each and every calendar day, including Saturdays and Legal Holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due the Owner from the Contractor by reason of inconvenience to the public and other problems incurred by the Owner as a result of the delay thereby occasioned, including, but not limited to, the added cost of engineering and supervision, maintenance and other items which involved the unanticipated expenditure of public funds.

3.4.2. This Liquidated Damages provision shall not otherwise impair the Owner's indemnity rights to recover for breach of the Contractor's obligations under the Contract Documents in addition to or not otherwise directly caused by delay in achieving Substantial Completion, as described above. Further, this Liquidated Damages provision shall not apply to and shall not otherwise impair the obligation of the Contractor to pay any fine, penalty, levy, assessment, or other claim imposed by the United States of America, the State of Connecticut, or any division or department thereof, against the Owner, the City of New Haven, or the Contractor as a result of Contractor's breach of its obligations under the Contract Documents, whether caused by delay or otherwise. Contractor and its surety or sureties, if any, shall continue to remain liable to Owner until all such liabilities are satisfied in full.

#### 4. CONTRACT PRICE

4.1. The Owner shall pay the Contractor in current funds for performance of the Contract the Contract Price of \_\_\_\_\_ (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

#### 5. PAYMENT PROCEDURES

5.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during

performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Article 2 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

5.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to, any Liquidated Damages, indemnity obligations owed or to become owing to the Owner by the Contractor pursuant to the terms of the Contract Documents, or other obligations owed to or to become owing to the Owner by the Contractor pursuant to Article 15 of the General Conditions or any other provision of the Contract Documents, in accordance with Paragraph 15.01 of the General Conditions:

5.2.1.1. Ninety-five percent of Work completed (with the balance being retainage). If the Work has been 95 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that retainage will be reduced to 2 percent of the dollar value of all work satisfactorily completed to date, provided that Contractor is making satisfactory progress and there is no specific cause for greater withholding. At any time at its sole discretion, Owner may reinstate retainage withholding up to 5 percent of the Work completed if the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

5.2.2. Upon Substantial Completion, Contractor shall submit a Maintenance Bond for the amount of twenty-five percent (25%) in a form acceptable to the Owner ensuring the Project for a period of two (2) years from the date of final acceptance. Upon receipt of the Maintenance Bond, the Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Article 15 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 5.3. Final Payment:

5.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, the Contractor shall submit releases and waivers of liens as executed by all subcontractors and material suppliers which have furnished any labor, material or equipment on the Project and which shall be effective through the immediately preceding application for payment. Following acceptance of the release and waiver of liens, the Owner

shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6. CONTRACT DOCUMENTS

6.1. The Contract Documents consist of the following:

6.1.1. The Contract Documents that are attached to this Contract (except as expressly noted otherwise) consist of the following:

6.1.1.1. This Contract.

6.1.1.2. Executed Performance Bond.

6.1.1.3. Executed Payment Bond.

6.1.1.4. Section 00700 General Conditions.

6.1.1.5. Section 00730 Special Conditions

6.1.1.6. Section 00800 Supplementary Conditions

6.1.1.7. Section 00830 State Regulations

6.1.1.8. Specifications as listed in the table of contents of the Contract Documents for the New Haven Pump Station Resiliency Improvement Project

6.1.1.9. Drawings consisting of 54 sheets with each sheet bearing the following general title "Greater New Haven Water Pollution Control Authority, New Haven Pump Station Resiliency Improvements"

6.1.1.10. Addenda (numbers 1 to \_\_, inclusive).

6.1.2. Contractor's Bid including:

6.1.2.1. Bidder's Qualification Statement

6.1.2.2. List of Subcontractors

6.1.2.3. Non-Collusion Affidavit

6.1.2.4. Bid Bond

6.1.2.5. Statement of Bidder's Compliance with Executive Order Nos. 3, 16 and 17

6.1.2.6. State of Connecticut DAS Update (Bid) Statement and  
00520 - 4

State of Connecticut DAS Contractor Prequalification Certificate.

6.1.3. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

6.1.3.1. Notice to Proceed

6.1.3.2. Work Change Directives.

6.1.3.3. Change Order(s).

6.2. There are no Contract Documents other than those listed above in this Article.

6.3. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the General Conditions.

7. INSURANCE

7.1. Contractor's Liability Insurance:

7.1.1. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from any and all claims, including without limitation those claims set forth below, which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

7.1.1.1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

7.1.1.2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

7.1.1.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

7.1.1.4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

7.1.1.4.1 by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

7.1.1.4.2 by any other person for any other reason;

7.1.1.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

7.1.1.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

7.1.2. The policies of insurance required by this Paragraph 7.1 shall,

7.1.2.1. with respect to insurance required by Contractor under this Contract, include as additional insured, the following parties or entities:

State of Connecticut;  
City of New Haven;  
Owner; and  
Engineer,

all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, officials, employees, agents, consultants, boards and commissions, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

7.1.2.2. include at least the specific coverages and be written for not less than the limits of liability provided by Laws or Regulations, whichever is greater;

7.1.2.3. include completed operations insurance;

7.1.2.4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 7.18 of the General Conditions;

7.1.2.5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor will so provide);

7.1.2.6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Article 14 of the General Conditions;

7.1.2.7. contain an express provision providing that Contractor's insurer shall have no right of recovery or subrogation against the Owner, City of New Haven and the State of Connecticut;

7.1.2.8. be placed by an insurer with a current AM Best Rating of no less than A-, VII; and

7.1.2.9. with respect to completed operations insurance, remain in effect for at least two years after final payment.

7.1.3. Contractor shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

7.1.4. The limits of liability for the insurance required by the Contract shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

7.1.4.1. Workers Compensation & Employer's Liability Insurance:

With respect to work that the Contractor performs and performed for the Contractor by subcontractors, the Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease with a Five Hundred Thousand Dollar (\$500,000) policy limit by disease.

7.1.4.2. Commercial General Liability:

With respect to the Contractor's work and work performed for the Contractor by its subcontractors, the Contractor shall carry Commercial General Liability insurance on an ISO form CG 00 01 providing the following limits:

- One Million Dollars (1,000,000) Each Occurrence
- Two Million Dollars (2,000,000) General Aggregate – Applicable Per Project
- Two Million Dollars (2,000,000) Products/Completed Operations Aggregate
- One Million Dollars (1,000,000) Personal/Advertising Injury Per Person or Organization

The policy shall be written on an occurrence basis covering liability arising from premises, operations, independent contractors, product/completed operations, personal and advertising injury liability, and liability assumed under an insured contract. There shall be no modification limiting the scope of coverage for liability arising from explosion, collapse or underground hazards.

#### 7.1.4.3. Business Automobile Liability:

The operation of all motor vehicles, including those owned, hired, leased or borrowed and non-owned, used in connection with the Work shall be covered by Automobile Liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit each accident.

7.1.4.4. Owner's and Contractor's Protective Liability insurance in the name of the Greater New Haven Water Pollution Control Authority: With respect to the work the Contractor performs, the Contractor shall carry for and in behalf of the Authority:

Protective Liability insurance providing for a total limit of not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) in the aggregate.

Unless requested otherwise by the Authority, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Authority, its officers or employees.

The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

7.1.4.5. Railroad Protective Public Liability and Property Damage Liability Insurance:



When the Project involves Work on, over or under the right of way of any railroad company, and whether or not such railroad has scheduled passenger service, the Contractor shall carry, with respect to the operations it performs and those for and in behalf of the railroad company, Railroad Protective Public Liability insurance providing for a limit as required by the Railroad Company.

7.1.4.6. Umbrella Excess Liability:

This policy is on a follow form basis in the minimum amount of Five Million Dollars (\$5,000,000) excess of the Employer's Liability, Commercial General Liability and Business Automobile Liability coverages described herein.

7.1.4.7. Equipment Installation Floater:

The Contractor shall provide an equipment and installation floater covering Contractor's tools and also materials not accepted by the Authority.

7.1.4.8. Termination or Change of Insurance:

Each insurance policy shall be endorsed to provide that the insurance company shall notify the Authority by certified mail at least thirty (30) days in advance of termination or policy non-renewal.

The Contractor shall at its own expense, keep all the required insurance coverage in continuous effect until the date the Authority indicates the termination of the Contractor's responsibility. Such coverage shall be written on an "occurrence" basis and shall provide that the Commercial General Liability and Umbrella Liability coverages will be renewed for three (3) years after completion of the Work. This provision survives the termination of this contract.

7.1.4.9. Compensation:

The Contractor shall be fully responsible for all expenses to maintain the coverage required herein. There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the Work.

7.1.4.10. Deductible/ Sir Clause:

Insurance contracts required under this section shall not contain a deductible or self-insured retention clause. In the event that such a deductible clause is an unavoidable part of any policy, the Contractor shall be responsible for payment of the full amount of such deductible or self-insured retention.

7.1.4.11. Additional Insured:

All insurance policies, except for workers' compensation, shall be endorsed to include the Authority and its officers, directors, agents and employees as additional insureds (collectively "Indemnitees") covered for liability arising out of any ongoing and completed operations using additional insured endorsement being on a CG 20 10 and CG 20 37 or their equivalent.

7.1.4.12. Waivers of Subrogation:

All insurance policies shall contain express waivers by the insurance company of its right of subrogation against all Indemnitees.

7.1.4.13. Primary:

The Commercial General Liability policy and the Umbrella Liability policy shall be primary and non-contributory meaning each policy shall be amended to specifically state such insurance will be considered primary and will not seek contribution with respect to any and all other insurance that may be available to Authority and any other person required to be named as additional insured under this Contract.

7.1.4.14. Evidence:

This Contractor will furnish the Contractor's certificates of insurance, and copies of insurance policies, forms and endorsements as requested.

7.1.5. Contractor agrees to pay any and all deductibles in the policies described in this Article 7.1.

8. MISCELLANEOUS

8.1. Terms used in this Contract will have the meanings stated in the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed 5 copies of this Contract. One counterpart each has been delivered to Contractor, and Engineer, and three copies to the Owner. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Contract will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service or process: \_\_\_\_\_

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**END OF SECTION**

SECTION 00820  
CHANGE ORDERS

Policy:

This section supplements Article 11, Amending the Contract Documents; Changes in Work, in the General Conditions and Supplementary Conditions.

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the change order format (see Appendix A) with the appropriate number of copies, calculation sheet(s) (Example found in Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

Payment of Change Orders:

Payment of all change orders shall be in accordance with the relevant provisions of Connecticut legal requirements as amended from time to time.

Change order requests shall be made in accordance with one of the following methods in accordance with the procedures and requirements set forth in the Regulations of Connecticut State Agencies Section 22a-482-4 (k) and Article 11 of Section 00700, GENERAL CONDITIONS:

- (A) Unit prices.
  - (ii) New items. Unit prices of new items shall be negotiated.
- (B) A lump sum to be negotiated.
- (C) Cost reimbursement. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus an amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

The maximum allowable overhead and profit markup on labor and materials costs for work completed by the Contractor shall be 15%. The maximum allowable markup on costs incurred by Contractor for work completed by Subcontractor shall be 5%.

*This change order will be prepared in such manner as to clearly separate Eligible and Ineligible Costs.* The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

END OF SECTION

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## SECTION 01535

### TEMPORARY BYPASS PUMPING SYSTEM

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED:

- A. This Section includes furnishing of all materials, labor, equipment, power, and maintenance, to implement a temporary pumping system for the purpose of diverting existing wastewater flows around the work area for the duration of the project.
- B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor firm who can demonstrate to the Engineer that it has the required expertise in the design and operation of temporary bypass pumping systems. The vendor firm shall provide at least five references of projects similar in size and complexity to this project that have been performed by the firm within the past three years.
- C. The by-pass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

##### 1.02 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

- A. The Contractor shall submit a detailed description of the proposed pumping system stamped by a Professional Engineer in the State of Connecticut and submit it and the vendor's references.
- B. The Contractor shall submit to the Engineer detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these contract documents. No construction shall begin until all provisions and requirements have been reviewed by the Engineer.
- C. The plan shall include but not be limited to the following:
  - 1. Staging areas for pumps;
  - 2. Flow diversion method and types of materials;
  - 3. Number, size, material, location and method of installation of suction piping;



4. Number, size, material, method of installation and location of discharge piping;
5. Bypass pump sizes, capacity, number of each size to be on site and the related power requirements;
6. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted);
7. Standby power generator size, location;
8. Downstream discharge plan;
9. Method of protecting suction and discharge areas from erosion and damage;
10. Thrust and restraint block sizes and locations;
11. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill;
12. Method of noise control for each pump and/or generator, with external dB valve.
13. Any temporary pipe supports and anchoring required;
14. Design plans and computation for access to bypass pumping locations indicated on the drawings;
15. Calculations for selection of bypass pumping pipe size;
16. Schedule for installation of and maintenance of bypass pumping lines;
17. Plan indicating proposed location of bypass pumping lines.

#### 1.03 RELATED WORK:

- A. Section 01014, SCOPE AND SEQUENCE OF WORK

#### PART 2 - MATERIALS

#### 2.01 EQUIPMENT:

- A. All pumps used shall be centrifugal, end suction, fully automatic self-priming units that do not require the use of foot-valves, diaphragm pumps, isolation valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be constructed to allow dry running for long periods to accommodate the cyclical nature of bypass flows. The pumps shall not be hydraulic submersible type.

- B. All pumps shall be Godwin Dri-prime Automatic Self-priming Pumps (CD, DPC, or HL Series) as manufactured by Xylem, (860) 889-2343 or (207) 233-8322, or approved equal.
- C. The Contractor shall provide the necessary stop/start controls for each pump.
- D. The Contractor shall include one stand-by pump system (including suction and discharge piping) of each size to be maintained on site.
- E. Additional back-up pumps shall be on-line, isolated from the primary system by a valve.
- F. Discharge Piping - in order to prevent the accidental spillage of flows, all temporary discharge systems shall be constructed of rigid pipe with positive, restrained joints. Under no circumstances will aluminum "Irrigation" type piping or glued PVC pipe be allowed. Discharge hoses will only be allowed in short sections and with the specific permission of the Engineer.
- G. Allowable piping materials will be Godwin "QD" steel pipe (Xylem), or fused, high-density polyethylene pipe as manufactured by Xylem, or approved equal.

2.02 SYSTEM DESCRIPTION:

A. DESIGN REQUIREMENTS:

- 1. Bypass pumping systems shall have sufficient capacity to pump a peak flow of 600 gpm. The Contractor shall provide all pipeline, plugs, pumps of adequate size to handle peak flow, and discharge piping to ensure that the total flow can be safely diverted around the area of work. Bypass pumping system will be required to operate 24 hours per day.
- 2. The Contractor shall have adequate standby power and pumping equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.
- 3. Bypass pumping system shall be capable of bypassing the flow around the work area and of releasing any amount of flow up to full available flow into the work area as necessary for satisfactory performance of work.

B. PERFORMANCE REQUIREMENTS:

- 1. It is essential for the protection of the public safety and private property that there be no interruption in the flow throughout the duration of the project. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to

intercept the wastewater flow before it reaches the point where it would interfere with his work, carry it past his work and return it downstream of his work.

2. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
3. The Contractor shall provide all necessary means to safely convey the flow past the work area. The Contractor will not be permitted to stop or impede the flows under any circumstances.
4. The Contractor shall maintain flow around the work area in a manner that will not cause surcharging or significant level variations in the existing system, and that will protect public and private property from damage and flooding.
5. The Contractor shall protect water resources, wetlands and other natural resources.
6. The Contractor shall be responsible to meet noise requirements (68dbA @ 30'). All diesel driven primary and standby pumps shall be sound attenuated. The use of Critical Silenced Canopy Pumps or acoustical Whisper Pac enclosures for sound attenuation is required.

### PART 3 - EXECUTION

#### 3.01 FIELD QUALITY CONTROL AND MAINTENANCE.

- A. The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The Engineer shall be given 24 hours' notice prior to testing.
- B. Contractor shall inspect bypass pumping system every two hours to ensure that the system is working correctly.
- C. The Contractor shall insure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.
- D. Spare parts for pumps and piping shall be kept on site as required.
- E. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

#### 3.02 PRECAUTIONS:

- A. Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his by-pass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline

locations from the Owner and the Engineer. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

- B. During all bypass pumping operation, the Contractor shall protect the work area and all local utilities from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to public and private property caused by human or mechanical failure.

### 3.03 INSTALLATION AND REMOVAL:

- A. The Contractor shall construct temporary bypass pumping structures in the manholes within the work area as shown on the drawings and may be required to provide adequate suction conduit.
- B. Diverting or blocking of flows shall incorporate primary and secondary devices. When diversion or blocking is no longer needed for performance and acceptance or work, it is to be removed in a manner that permits the flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- C. The Contractor shall exercise caution and comply with OSHA requirements when working in the presence of gases, combustible or oxygen-deficient atmospheres, and confined spaces.
- D. Except as specifically permitted, the installation of the bypass pipelines is prohibited in all salt marsh/wetland areas. The pipeline must be located off streets and sidewalks and on shoulders of the roads. When the bypass pipeline crosses local streets and private driveways, the Contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Engineer, the Contractor shall remove all the piping, restore all property to pre-construction condition and restore all pavement. The Contractor is responsible for obtaining any approvals from the Owner for placement of the temporary pipeline within public ways.

END OF SECTION

**ADDENDUM 1**  
**ATTACHMENT**

**NEW BID PACKAGE**



**SUBMIT THIS BID PACKAGE**



**PROJECT: NEW HAVEN PUMP STATIONS  
RESILIENCY IMPROVEMENT PROJECT**

**PROJECT NUMBER: SSF 2016-02/FEMA DR4087-CT-74R**

**BID OPENING: 11:00 AM  
Wednesday  
December 18, 2019**



**GREATER NEW HAVEN  
WATER POLLUTION CONTROL AUTHORITY  
260 EAST STREET  
NEW HAVEN, CT 06511  
PHONE: 203.466.5280 FAX:203.772.2027  
WEB: WWW.GNHWPCA.COM  
EMAIL: ENGINEERING@GNHWPCA.COM**

**EMERGENCY NUMBER: 203-466-5260**

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**END OF SECTION**



SECTION 00410

FORM OF GENERAL BID

Proposal of \_\_\_\_\_ (hereinafter called "Bidder")\*

- a corporation, organized and existing under the laws of the State of Connecticut
- a partnership
- a joint venture
- a limited liability company
- an individual doing business as \_\_\_\_\_

\*Insert corporation, partnership, joint venture or individual as applicable.

To the Greater New Haven Water Pollution Control Authority (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the New Haven Pump Station Resiliency Improvements Project, having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the Contract Documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this Contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete all work related to the Contract within three hundred sixty five (365) calendar days of the execution of the Contract or the Notice to Proceed, whichever is later. The Bidder further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" paragraph of Section 00800, SUPPLEMENTARY CONDITIONS.



Company Name: \_\_\_\_\_

12/18/2019

**BASE PRICE**

Item No.	DESCRIPTION	UNIT PRICE (dollars in words)	UNIT PRICE (\$s)	Quantity	Unit	AMOUNT
<b>FORT HALE PUMP STATION</b>						
1A	Fort Hale PS Improvements		\$	1	LS	\$
1B	Test Pits		\$	50	CY	\$
1C	Allowance for Abatement of Contaminated Material	ten thousand	\$ 10,000.00	1	Allow	\$ 10,000.00
1D	Allowance for Utility Company Work	twenty-five thousand	\$ 25,000.00	\$ 1.00	Allow	\$ 25,000.00
1E	Repair of Deteriorated or Spalled Concrete		\$	200	SF	\$
1F	Fort Hale PS General Conditions		\$	1	LS	\$
<b>EAST SHORE WPAF (ESWPAF)</b>						
2A	Panel Barriers (openings 36" to 48") (Doors #103/105/108/110/111/112/114 /116/119/121/122/123/124/125/126/127)		\$	16	EA	\$
2B	Panel Barriers (openings >48" to 120")(Doors #102/104/115/120)		\$	4	EA	\$
2C	Panel Barriers (openings >120")(Doors #107/109/113)		\$	3	EA	\$
2D	Flood Swing Gate Barriers (#106, 117 and 118)		\$	3	EA	\$
2E	Flood Sliding Gate Barrier (#101)		\$	1	EA	\$
2F	Primary Sludge Room Flood Door Barrier		\$	1	EA	\$
2G	Flood Proof Access Hatch Replacements		\$	1	EA	\$
2H	Flood Proof Window Pane/Metal Panel Replacement		\$	12	EA	\$
2I	Floor Drain Cover		\$	6	EA	\$
2J	Flood Walls (Extensions)		\$	170	LF	\$
2K	Flood Walls (Free Standing)		\$	15	LF	\$
2L	Raised HVAC Units		\$	1	LS	\$
2M	Item Omitted					
2N	Installation and Modification of Railings		\$	1	LS	\$
2O	Exterior Drain Cover Mats		\$	6	EA	\$
2P	Allowance for Removal/Relocation of Existing Conduit and Equipment	twenty-five thousand	\$ 25,000.00	1	Allow	\$ 25,000.00
2Q	ESWPAF General Conditions		\$	1	LS	\$

Company Name: \_\_\_\_\_

12/18/2019

**BASE PRICE**

Item No.	DESCRIPTION	UNIT PRICE (dollars in words)	UNIT PRICE (\$)	Quantity	Unit	AMOUNT
<b>BOULEVARD PUMP STATION</b>						
3A	Panel Barriers (openings 36" to 48") (Doors #201/202/203/204)		\$	4	EA	\$
3B	Panel Barrier (opening >48" to 120") (#205/206)		\$	2	EA	\$
3C	Interior Concrete Flood Walls		\$	85	LF	\$
3D	Exterior Concrete Flood Walls		\$	215	LF	\$
3E	Steel Plate Barrier at Generator Louver		\$	1	LS	\$
3F	Removal and Replacement of Railings		\$	1	LS	\$
3G	Floor Drain Cover		\$	5	EA	\$
3H	Allowance for Removal/Relocation of Existing Conduit and Equipment	twenty-five thousand	\$ 25,000.00	1	Allow	\$ 25,000.00
3I	Boulevard PS General Conditions		\$	1	LS	\$
<b>EAST STREET PUMP STATION</b>						
4A	Panel Barriers (openings 36" to 48") (Doors #306/308/309/310)		\$	4	EA	\$
4B	Panel Barriers (openings >48" to 96") (Doors #301/302/304/305/307)		\$	5	EA	\$
4C	Panel Barriers (openings >96") (Doors #303)		\$	1	EA	\$
4D	Steel Plate Barrier at Generator Louver		\$	1	LS	\$
4E	Steel Panel Barriers at Windows		\$	7	EA	\$
4F	Floor Drain Cover		\$	8	EA	\$
4G	Allowance for Removal/Relocation of Existing Conduit and Equipment	twenty-five thousand	\$ 25,000.00	1	Allow	\$ 25,000.00
4H	East Street PS General Conditions		\$	1	LS	\$
<b>TOTAL</b>						<b>\$</b>

The above bid prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Contract will be awarded to the lowest eligible and responsible bidder on the basis of the lowest bid for the base bid for the Project.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within ten (10) days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520, Agreement.

Bid security is attached in the sum of ten percent (10%) of the total base bid in accordance with the conditions of Section 00200, Instructions to Bidders. The bid security may become the property of the Owner in the event the Contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610, Performance Bond, Section 00615, Payment Bond, and as stipulated in paragraph 5.01 of Section 00700, Standard General Conditions of the Construction Contract of these specifications.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the State of Connecticut under applicable debarment provisions of the Connecticut General Statutes or any rule or regulations promulgated thereunder.

Respectfully submitted:

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Typed or Printed)

\_\_\_\_\_  
(Title)

(SEAL - if bid is by a corporation)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Federal ID Number)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

SECTION 00420

BID FORM ATTACHMENTS

- Bidder's Qualification Statement
- Listing of Proposed Subcontractors
- Non-Collusion Affidavit
- Bid Bond
- Statement of Bidder's Compliance with Executive Order No. 3
- Statement of Bidder's Compliance with Executive Order No. 17
- Statement of Bidder's Compliance with Executive Order No. 16
- State of Connecticut DAS Contractor Prequalification Update (Bid) Statement (and Prequalification Certificate)

**BIDDER'S QUALIFICATION STATEMENT**

TO: Greater New Haven Water Pollution Control Authority  
hereinafter called "Owner"

Pursuant to bidding requirements for the Work titled: New Haven Pump Station Resiliency  
Improvements Project

The Bidder is qualified to complete the Work as stated below:

**ORGANIZATION**

*If your organization is a corporation, provide the following:*

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-president's name(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

*If your organization is a partnership, answer the following:*

Date of organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*If your organization is individually owned, answer the following:*

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_



*If the form of your organization is other than those listed above, describe it and name the principles:*

---

---

**EXPERIENCE**

*List the categories of work that your organization normally performs with its own forces.*

---

---

*Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)*

- No  Yes  Has your organization ever failed to complete any work awarded to it?  
No  Yes  Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?  
No  Yes  Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?  
No  Yes  Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

*On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, engineer, contract amount, percent complete and scheduled completion date. State the total worth of work in progress and under construction.*

*On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of the project, owner, engineer, contact information, contract amount, date of completion and percentage of the cost of the work performed with your own forces. State average annual amount of construction work performed during the past five years.*

*On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.*

---

Signature

Date

---

Printed Name

---

Title

**LISTING OF PROPOSED SUBCONTRACTORS**

Bidder intends to utilize the following subcontractors on this project:

If none, write "none" here: \_\_\_\_\_

*Name, Address and Federal ID Number of Subcontractor*      *Description of Work*      *Est. Value of Work*

1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	

**NON-COLLUSION AFFIDAVIT**

**GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY:**

This is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and the BIDDER or any person in his behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

**Signature to be by signer of Form of General Bid.**

---

Signature

---

Printed Name

---

Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

---

Notary Public

My commission expires on: \_\_\_\_\_

**BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**STATEMENT OF BIDDERS COMPLIANCE WITH EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE LINE

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID**

Connecticut general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services. Henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner.

**STATEMENT OF BIDDERS COMPLIANCE WITH EXECUTIVE ORDER NO. 17**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE LINE

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 17 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID**

Connecticut general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services. Henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner.

**STATEMENT OF BIDDERS COMPLIANCE WITH EXECUTIVE ORDER NO. 16**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

Complies with the State of Connecticut Violence in the Workplace Prevention Policy as outlined in Executive Order No. 16.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



State of Connecticut  
 Department of Administrative Services (DAS) Contractor Prequalification  
**Update (Bid) Statement**  
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an **update bid statement** in such form as the Commissioner of Administrative Services prescribes. The form for such **update bid statement** shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an **update bid statement** shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an **update bid statement**, as required by this section, may become ineligible for the receipt of funds related to such bid.

**Name of Project that company is bidding on:**

**Project Number:**

**Name of Company:**

**FEIN:**

**Company Address:**

**Prequalification Contact:**

**Telephone Number:**

**Date of Prequalification with the DAS:**

**Single Limit:**

**Aggregate Work Capacity (AWC):**

**\* Remaining Aggregate Work Capacity:**

\* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.

**Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)**

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:  
 (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Total \$ Amount of Work Remaining				→

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:  
 (Please add additional page(s) if required)

Individual Name	Title of Individual

Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

Yes  No

If yes, please explain:

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

Signature \_\_\_\_\_

Date \_\_\_\_\_

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.  
 The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

**ATTACHMENT**

**NEW BID PACKAGE**



**SUBMIT THIS BID PACKAGE**



**PROJECT: NEW HAVEN PUMP STATIONS  
RESILIENCY IMPROVEMENT PROJECT**

**PROJECT NUMBER: SSF 2016-02/FEMA DR4087-CT-74R**

**BID OPENING: 11:00 AM  
Wednesday  
December 18, 2019**



**GREATER NEW HAVEN  
WATER POLLUTION CONTROL AUTHORITY  
260 EAST STREET  
NEW HAVEN, CT 06511  
PHONE: 203.466.5280 FAX:203.772.2027  
WEB: WWW.GNHWPCA.COM  
EMAIL: ENGINEERING@GNHWPCA.COM**

**EMERGENCY NUMBER: 203-466-5260**

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**END OF SECTION**

SECTION 00410

FORM OF GENERAL BID

Proposal of \_\_\_\_\_ (hereinafter called "Bidder")\*

- a corporation, organized and existing under the laws of the State of Connecticut
- a partnership
- a joint venture
- a limited liability company
- an individual doing business as \_\_\_\_\_

\*Insert corporation, partnership, joint venture or individual as applicable.

To the Greater New Haven Water Pollution Control Authority (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the New Haven Pump Station Resiliency Improvements Project, having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the Contract Documents, as prepared by Weston & Sampson Engineers, Inc., within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this Contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete all work related to the Contract within three hundred sixty five (365) calendar days of the execution of the Contract or the Notice to Proceed, whichever is later. The Bidder further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" paragraph of Section 00800, SUPPLEMENTARY CONDITIONS.





Company Name: \_\_\_\_\_

12/18/2019

**BASE PRICE**

Item No.	DESCRIPTION	UNIT PRICE (dollars in words)	UNIT PRICE (\$s)	Quantity	Unit	AMOUNT
<b>FORT HALE PUMP STATION</b>						
1A	Fort Hale PS Improvements		\$	1	LS	\$
1B	Test Pits		\$	50	CY	\$
1C	Allowance for Abatement of Contaminated Material	ten thousand	\$ 10,000.00	1	Allow	\$ 10,000.00
1D	Allowance for Utility Company Work	twenty-five thousand	\$ 25,000.00	\$ 1.00	Allow	\$ 25,000.00
1E	Repair of Deteriorated or Spalled Concrete		\$	200	SF	\$
1F	Fort Hale PS General Conditions		\$	1	LS	\$
<b>EAST SHORE WPAF (ESWPAF)</b>						
2A	Panel Barriers (openings 36" to 48") (Doors #103/105/108/110/111/112/114 /116/119/121/122/123/124/125/126/127)		\$	16	EA	\$
2B	Panel Barriers (openings >48" to 120")(Doors #102/104/115/120)		\$	4	EA	\$
2C	Panel Barriers (openings >120")(Doors #107/109/113)		\$	3	EA	\$
2D	Flood Swing Gate Barriers (#106, 117 and 118)		\$	3	EA	\$
2E	Flood Sliding Gate Barrier (#101)		\$	1	EA	\$
2F	Primary Sludge Room Flood Door Barrier		\$	1	EA	\$
2G	Flood Proof Access Hatch Replacements		\$	1	EA	\$
2H	Flood Proof Window Pane/Metal Panel Replacement		\$	12	EA	\$
2I	Floor Drain Cover		\$	6	EA	\$
2J	Flood Walls (Extensions)		\$	170	LF	\$
2K	Flood Walls (Free Standing)		\$	15	LF	\$
2L	Raised HVAC Units		\$	1	LS	\$
2M	Item Omitted					
2N	Installation and Modification of Railings		\$	1	LS	\$
2O	Exterior Drain Cover Mats		\$	6	EA	\$
2P	Allowance for Removal/Relocation of Existing Conduit and Equipment	twenty-five thousand	\$ 25,000.00	1	Allow	\$ 25,000.00
2Q	ESWPAF General Conditions		\$	1	LS	\$

Company Name: \_\_\_\_\_

12/18/2019

**BASE PRICE**

Item No.	DESCRIPTION	UNIT PRICE (dollars in words)	UNIT PRICE (\$s)	Quantity	Unit	AMOUNT
<b>BOULEVARD PUMP STATION</b>						
3A	Panel Barriers (openings 36" to 48") (Doors #201/202/203/204)		\$	4	EA	\$
3B	Panel Barrier (opening >48" to 120") (#205/206)		\$	2	EA	\$
3C	Interior Concrete Flood Walls		\$	85	LF	\$
3D	Exterior Concrete Flood Walls		\$	215	LF	\$
3E	Steel Plate Barrier at Generator Louver		\$	1	LS	\$
3F	Removal and Replacement of Railings		\$	1	LS	\$
3G	Floor Drain Cover		\$	5	EA	\$
3H	Allowance for Removal/Relocation of Existing Conduit and Equipment	twenty-five thousand	\$ 25,000.00	1	Allow	\$ 25,000.00
3I	Boulevard PS General Conditions		\$	1	LS	\$
<b>EAST STREET PUMP STATION</b>						
4A	Panel Barriers (openings 36" to 48") (Doors #306/308/309/310)		\$	4	EA	\$
4B	Panel Barriers (openings >48" to 96") (Doors #301/302/304/305/307)		\$	5	EA	\$
4C	Panel Barriers (openings >96") (Doors #303)		\$	1	EA	\$
4D	Steel Plate Barrier at Generator Louver		\$	1	LS	\$
4E	Steel Panel Barriers at Windows		\$	7	EA	\$
4F	Floor Drain Cover		\$	8	EA	\$
4G	Allowance for Removal/Relocation of Existing Conduit and Equipment	twenty-five thousand	\$ 25,000.00	1	Allow	\$ 25,000.00
4H	East Street PS General Conditions		\$	1	LS	\$
<b>TOTAL</b>						\$

The above bid prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Contract will be awarded to the lowest eligible and responsible bidder on the basis of the lowest bid for the base bid for the Project.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within ten (10) days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520, Agreement.

Bid security is attached in the sum of ten percent (10%) of the total base bid in accordance with the conditions of Section 00200, Instructions to Bidders. The bid security may become the property of the Owner in the event the Contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610, Performance Bond, Section 00615, Payment Bond, and as stipulated in paragraph 5.01 of Section 00700, Standard General Conditions of the Construction Contract of these specifications.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the State of Connecticut under applicable debarment provisions of the Connecticut General Statutes or any rule or regulations promulgated thereunder.

Respectfully submitted:

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Typed or Printed)

\_\_\_\_\_  
(Title)

(SEAL - if bid is by a corporation)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Federal ID Number)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

SECTION 00420

BID FORM ATTACHMENTS

- Bidder's Qualification Statement
- Listing of Proposed Subcontractors
- Non-Collusion Affidavit
- Bid Bond
- Statement of Bidder's Compliance with Executive Order No. 3
- Statement of Bidder's Compliance with Executive Order No. 17
- Statement of Bidder's Compliance with Executive Order No. 16
- State of Connecticut DAS Contractor Prequalification Update (Bid) Statement (and Prequalification Certificate)

**BIDDER'S QUALIFICATION STATEMENT**

TO: Greater New Haven Water Pollution Control Authority  
hereinafter called "Owner"

Pursuant to bidding requirements for the Work titled: New Haven Pump Station Resiliency Improvements Project

The Bidder is qualified to complete the Work as stated below:

**ORGANIZATION**

*If your organization is a corporation, provide the following:*

Date of incorporation: \_\_\_\_\_  
State of incorporation: \_\_\_\_\_  
President's name: \_\_\_\_\_  
Vice-president's name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Secretary's name: \_\_\_\_\_  
Treasurer's name: \_\_\_\_\_

*If your organization is a partnership, answer the following:*

Date of organization: \_\_\_\_\_  
Type of partnership: \_\_\_\_\_  
Name(s) of general partner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If your organization is individually owned, answer the following:*

Date of organization: \_\_\_\_\_  
Name of owner: \_\_\_\_\_

*If the form of your organization is other than those listed above, describe it and name the principles:*

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**EXPERIENCE**

*List the categories of work that your organization normally performs with its own forces.*

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*Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)*

- No  Yes  Has your organization ever failed to complete any work awarded to it?  
No  Yes  Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?  
No  Yes  Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?  
No  Yes  Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

*On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, engineer, contract amount, percent complete and scheduled completion date. State the total worth of work in progress and under construction.*

*On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of the project, owner, engineer, contact information, contract amount, date of completion and percentage of the cost of the work performed with your own forces. State average annual amount of construction work performed during the past five years.*

*On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.*

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Signature

Date

---

Printed Name

---

Title

# LISTING OF PROPOSED SUBCONTRACTORS

Bidder intends to utilize the following subcontractors on this project:

If none, write "none" here: \_\_\_\_\_

*Name, Address and Federal ID Number of Subcontractor*      *Description of Work*      *Est. Value of Work*

1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	



**NON-COLLUSION AFFIDAVIT**

**GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY:**

This is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and the BIDDER or any person in his behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

**Signature to be by signer of Form of General Bid.**

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Signature

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Printed Name

---

Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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Notary Public

My commission expires on: \_\_\_\_\_

**BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

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

Signature and Title

Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title

Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**STATEMENT OF BIDDERS COMPLIANCE WITH EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE LINE

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID**

Connecticut general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services. Henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner.

**STATEMENT OF BIDDERS COMPLIANCE WITH EXECUTIVE ORDER NO. 17**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE LINE

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 17 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID**

Connecticut general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services. Henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner.

**STATEMENT OF BIDDERS COMPLIANCE WITH EXECUTIVE ORDER NO. 16**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

Complies with the State of Connecticut Violence in the Workplace Prevention Policy as outlined in Executive Order No. 16.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Connecticut  
 Department of Administrative Services (DAS) Contractor Prequalification  
**Update (Bid) Statement**  
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an **update bid statement** in such form as the Commissioner of Administrative Services prescribes. The form for such **update bid statement** shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an **update bid statement** shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an **update bid statement**, as required by this section, may become ineligible for the receipt of funds related to such bid.

**Name of Project that company is bidding on:**

**Project Number:**

**Name of Company:**

**FEIN:**

**Company Address:**

**Prequalification Contact:**

**Date of Prequalification with the DAS:**

**Single Limit:**

**Telephone Number:**

**Aggregate Work Capacity (AWC):**

**\* Remaining Aggregate Work Capacity:**

\* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.

**Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)**

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:  
 (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
<b>Total \$ Amount of Work Remaining</b>				—————▶

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:  
 (Please add additional page(s) if required)

Individual Name	Title of Individual

Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

Yes  No

If yes, please explain:

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.  
 The DAS' Contractor Prequalification Program can be reached at (860) 713-5280