

## **ADDENDUM NO. 3**

### **DOWNTOWN SANITARY, STORMWATER, AND STREETScape IMPROVEMENTS**

**Naugatuck, Connecticut  
Contract No. FY24-B059**

**August 18, 2023**

The following information, whether offered as supplemental or for clarification purposes, hereby becomes part of the bid and contract documents for the above-referenced project.

Inclusion of this Addendum must be acknowledged by inserting its number and date on page PF-1 of the Proposal / Bid Form. Failure to acknowledge any and all addenda in the above specified bid form may be cause for rejection of a bid by the Owner on the grounds that it is not responsive. This Addendum consists of two (2) pages, plus two (2) attachments.

#### **\*\*SPECIFICATIONS\*\***

##### **ITEM 3-1: LEGAL NOTICE - REQUEST FOR BIDS**

**REPLACE Legal Notice – Request for Bids with Attachment 1.**

##### **ITEM 3-2: INFORMATION FOR BIDDERS**

**REPLACE Information for Bidders with Attachment 2.**

#### **\*\*DRAWINGS\*\***

*(Not Used)*

#### **\*\*QUESTION AND ANSWER\*\***

*Q3-1 Consider extending the bid period.*

A3-1. Bid period extended to August 29, 2023. See **ITEM 3-1** and **ITEM 3-2**.

ATTACHMENT I

**Borough of Naugatuck**

**LEGAL NOTICE**

**REQUEST FOR BIDS**

Sealed bids for the construction of the following project will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Basement, Town Hall, 229 Church Street, Connecticut, 06770 until August 29, 2023 at 10:00 AM local time after which no additional bids will be accepted. No exceptions.

**Contract No. FY24-B059**

**DOWNTOWN SANITARY, STORMWATER, AND STREETScape IMPROVEMENTS**

Immediately following the above time and date sealed bids will be publicly opened and read aloud in the Hall of Burgesses, located on the 4<sup>th</sup> floor of Town Hall at the Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom.

Join Zoom Meeting

<https://us06web.zoom.us/j/81179415915?pwd=QTA0e2lvZEEdDSU9nVnkyL0pQNDYdz09&from=addon>

Meeting ID: 811 7941 5915

Passcode: 799354

Dial by your location

- +1 929 205 6099 US (New York)
- +1 646 518 9805 US (New York)

The project consists of full-depth roadway and sidewalk reconstruction on Church Street, roadway improvements and sidewalk reconstruction on Maple Steet, installation of sidewalk pavers, curbing, lighting, street trees, and major storm drainage and sanitary sewer modifications along Church Street, Maple Street, Water Street, Elm Street, and Old Firehouse Road. Construction shall be in accordance with the Borough of Naugatuck's Design and Construction Standards, Form 818 (2020), all supplements thereto and special provisions provided herein. All proposals must be on the form furnished with the Contract Documents.

The minimum rates to be paid labor of the various classifications shall be in accordance with the current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised. The Contract Wage Certification Form is to be submitted to the Labor Commissioner before the award of the contract.

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within two (2) days of the scheduled bid opening to check for addenda. No hard copies shall be provided.

Bids must be accompanied by a certified check or Bid Bond in writing on forms provided by the Borough of Naugatuck in the amount of at least one tenth (10%) of the amount of the Bid and payable to the order of the Borough of Naugatuck. The successful Bidder will be required to furnish and pay for a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract price.

The right is reserved by the Borough of Naugatuck to reject any or all Bids, to waive any informalities or defects in Bids, and to make such time extensions as may be necessary in order to review and compare Bids, to obtain such supplemental information as may be necessary to review Bids and to accept Bid(s) that, in the judgment of the Borough of Naugatuck, will be in the Borough's best interest.

No Bidder may withdraw their bid within (90) days after the actual date of the opening thereof.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER MBE'S, WBE'S,  
SBE'S AND SECTION 3 DESIGNATED ENTERPRISES ARE ENCOURAGED TO APPLY**

ATTACHMENT 2

# INFORMATION FOR BIDDERS

Borough of Naugatuck

## DOWNTOWN SANITARY, STORMWATER, AND STREETScape IMPROVEMENTS NAUGATUCK, CT

### 1. Proposals Received

Sealed bids for the construction of the following project will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Lobby, Town Hall, 229 Church Street, Connecticut, 06770 until August 29, 2023 at 10:00 AM local time after which no additional bids will be accepted.

Immediately following the above time and date sealed bids will be publicly opened and read aloud in the Hall of Burgesses, located on the 4<sup>th</sup> floor of Town Hall at the Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770.

### 2. Location and Description of Work

The project consists of full-depth roadway and sidewalk reconstruction on Church Street, roadway improvements and sidewalk reconstruction on Maple Street, installation of sidewalk pavers, curbing, lighting, street trees, and major storm drainage and sanitary sewer modifications along Church Street, Maple Street, Water Street, Elm Street, and Old Firehouse Road. Construction shall be in accordance with the Borough of Naugatuck's Design and Construction Standards, Form 818 (2020), all supplements thereto and special provisions provided herein. All proposals must be on the form furnished with the Contract Documents.

### 3. Schedule of Construction and Time of Completion

The attention of the Bidder is called to the provisions of the General Requirements, Section 6 of the General Conditions, and requiring submittal of a schedule of operations.

The attention of the Bidder is called to the requirements of Time for Completion, Section 3 of the Supplemental Conditions for initiation and completion of the work.

The Bidder's attention is especially directed to Liquidated Damages, Section 4 of the Supplement Conditions for information about failure to complete the project on time.

### 4. Plans and Project Manuals

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within two (2) days of the scheduled bid opening to check for addenda.

The construction contract will be entered into by the successful bidder and the Borough of Naugatuck. The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, along with the specifications and contract drawings, contained herein will detail the general requirements for materials, methods of installation, measurement, and basis of payment to be required in this project. Any references to the State of Connecticut, the Department, the commissioner, Engineer, or other terms indicating the State of Connecticut and her agents as party to the contract shall for this project mean the Borough of Naugatuck and her designated agents or employees.

Where insurance is required to be carried in the name of the Borough of Naugatuck and the Borough of Naugatuck shall be held harmless.

All requirements for material testing, certificates of the compliance or material certifications shall be done as if this were a contract being entered into with the State of Connecticut, shall be in accordance with Form 818. It is the intent of this contract to maintain all standard requirements of Form 818 without attempting to redefine every term within the 818 to the "Borough of Naugatuck".

The bidder shall, therefore, be aware that the Borough of Naugatuck and its agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in Form 818, supplemental specifications, special provisions and in the construction drawings.

## 5. Addenda and Interpretations

No interpretations of the meaning of the contract documents will be made to any Bidder orally. Every request for such interpretation shall be in writing, addressed to James Stewart, Borough of Naugatuck Department of Public Works, 246 Rubber Avenue, Naugatuck, CT 06770 or emailed to [JStewart@naugatuck-ct.gov](mailto:JStewart@naugatuck-ct.gov). To be given consideration, such requests must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the contract documents, which, if issued, will be posted to the Borough's internet page for all prospective Bidders, no later than four (4) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the Contract Documents.

## 6. Familiarity of the Work

Each Bidder shall fully inform him/herself prior to bidding as to existing conditions and limitations under which the work is to be performed and shall include in their bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination

or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

Where borings or other exploration data are shown on the Plans or made available to the Bidder, it is understood that such data were obtained in the usual manner, and with reasonable care, and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the depths or the character of the material and water levels have been correctly indicated, and the Bidder is cautioned to take into account that condition affecting the work may differ from those indicated.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that they shall make no claim for and have no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on their part of this Contract, or because of any failure on their part to fully acquaint themselves with all conditions relating to the work. Permission for making borings, test pits, or other investigations of subsurface conditions will be arranged for by the Owner upon receipt of a written request thereof.

#### 7. Existing Conditions

In bidding on this Contract, each Bidder acknowledges that they have made whatever investigation of the project site they deemed necessary for the purpose of bidding.

#### 8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown below are to be considered as approximate only. The Owner does not expressly or by implication agree that the actual quantity(ies) will correspond therewith, but reserves the right to increase or decrease the amount of any Item or portion of the work as may be deemed necessary.

#### 9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in the construction of the projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Project Manual. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.



## 10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

## 11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which they propose to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign the Proposal correctly. If an individual makes the Proposal, name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

## 12. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

## 13. Proposal Guarantee

No proposal will be considered unless accompanied by a certified check in U.S. dollars or bid bond using an insurance company licensed to do business in the State of Connecticut in an amount equal to at least ten percent (10%) of the amount of the bid and payable to the order of the Borough of Naugatuck, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated. Such checks or bid bonds will be returned to all bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful Bidder.

#### 14. Withdrawal of Proposals

If a Bidder wishes to withdraw their Proposal, they may do so before the time fixed for the opening of bids by communicating their purpose to the office of the Mayor. Upon such notice, the Proposal will be handed to the Bidder unopened.

#### 15. Execution of Contract

The party to whom the Contract is awarded, or their authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of the failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

#### 16. Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a Payment bond in an amount not less than one hundred percent (100%) for the Contract prices as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. All Bonds shall be in the forms prescribed by Law or Regulation and be acceptable to the Owner. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. Bidder shall provide evidence that Surety Company is licensed to conduct business in the State of Connecticut. All sureties shall be in full force throughout the guarantee period and until the retainage is released.

#### 17. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. The Contractor shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the

person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

## 18. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the Borough's Authorized Representatives as additional insured parties on the form furnished with these Contract Documents. The ACORD Certificate of Liability Insurance form is the industry accepted evidence of insurance and shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

'The Contractor' shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees, and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

**Refer to Borough of Naugatuck: Insurance Agreement within the Contract Forms section for insurance coverage amounts.**

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise their insurers or agent of the contract provisions regarding insurance. The failure of the Contractor to notify insurers or agent of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

## 19. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right of way. The Contractor shall make good any damages to the satisfaction of the Borough. There shall be no additional compensation for the repair or restoration of private property, or private improvements within the Boroughs' right of way.

## 20. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize themselves with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

## 21. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

## 22. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

## 23. Sedimentation and Erosion Control Plan

The Contractor shall prepare a sedimentation and erosion control plan for the work.

## 24. Subcontractors

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must:

- A. Be acceptable to the Owner, and;
- B. Submit form entitled "Contractors Wage Certification Form"
- C. Submit form entitled "Non-Collusion Affidavit of Subcontractor"
- D. Submit form "Certificate of Compliance with Connecticut General Statute Section 31 - 57b"
- E. Submit form entitled "Nondiscrimination Certification"

- F. Comply with the Federal Requirements pertaining to “Sole Proprietor/Working Owners”

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed Contractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting and compliance requirements to which it is or was subject.

#### 25. Contractor’s Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by them, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

#### 26. Wage Rates

The Bidder’s attention is directed to Section 40 of the General Requirements in connection with wage rates.

#### 27. 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.

#### 28. Right to Reject

The Owner reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Owner.

#### 29. Local Bidders

Local bidders shall be given no special preference.

#### 30. Purchasing

All goods and services pertaining to work in this bid document shall commence with the vendors receipt of a Purchase Order from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered via email to [accountspayable@naugatuck-ct.gov](mailto:accountspayable@naugatuck-ct.gov) or as follows:

**Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770**

#### 31. Equal Opportunity Clause

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.