

FIFTY-ROPEFERRY ROAD



WATERFORD, CT 06385-2886

**ADDENDUM #2
Notice to Bidders
Bid#23-118 Removal of Fuel Oil Storage Tanks- Eugene O'Neil Theater Center
305 Great Neck Road**

March 27, 2023

The purpose of this addendum is to provide information to Bidders.

Bidders are advised as follows:

Question 1: Please confirm the size of the Tanks?

Answer: See description on Summary of Work (pg. 20)

Question 2: Actually it looks like the bid sheet form from the school bid. Summary of work requests the bid be broken down into base bid 1 and base bid 2. The summary sheet does not reflect that it references a 10k gallon tank and a 2k as a lump sum? Please clarify and or revise bid sheet

Answer: Please see the advised Bid Sheet and Bid Proposal form to reflect the correct sizes of the tanks regarding this project.

Feel free to contact me should you require any additional information.

Brandishea Moses
Purchasing Agent
Town of Waterford

BID PROPOSAL FORM

**Removal of Fuel Oil Storage Tanks
Eugene O'Neill Theater Center
Town of Waterford**

Proposal of _____hereinafter called
"BIDDER"

*a corporation of the State of

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any 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 Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 60 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

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

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of: _____dollars
(\$_____)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Removal of Fuel Oil Storage Tanks
BID PROPOSAL FORM

PROJECT IDENTIFICATION:

Eugene O'Neill Theater Center, Fuel Oil Storage Tank Removals
Great Neck Road, Waterford, Connecticut

PROJECT NO.: _____

SUBMIT BID TO:

GENERAL DESCRIPTION

This work includes but is not limited to the removal of two existing steel underground heating oil tanks (USTs), and related piping and appurtenances, located at the Eugene O'Neil Theater Center on Great Neck Road in Waterford, Connecticut: one is 1,500- gallons located just north of the Hammond Mansion and the other one is s 2,000-gallons in capacity located just south of the Amphitheater.

Removal of the two tanks shall include, but not be limited to, all related piping, pumps, electrical equipment, other related apparatus, remaining product, and tank bottoms. The work may also include controlled material excavation, management, and disposal if controlled materials are encountered during tank excavation. All work shall be coordinated with site staff and the Engineer. The work will be divided into two primary components: Base Bid #1: Hammond Mansion Tank Removal, and Base Bid # 2 Amphitheater Tank Removal.

The Contractor shall be responsible for but not limited to: maintaining overall site conditions, maintenance and protection of traffic, installing and maintaining erosion control measures, excavation and removal of the USTs as shown on the drawings, potential controlled materials excavation, management, and disposal, backfill and formation of subgrade, and reestablishment of existing surface conditions.

All work will be done in compliance and accordance with the Bid Plans and Bid Specifications as well as all local, state, and federal regulations, guidance, and regulations.

Tank removal and associated work shall be performed for a lump sum fee. This fee shall include the excavation, management, characterization, and disposal of up to 20 cubic yards (30 tons) of controlled materials. Any controlled materials in excess of these amounts will be paid for at unit costs.

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.
4. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation 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 itself any advantage over any other Bidder or over Owner.
9. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SHEET – BASE BID ITEMS

Project No. _____

Eugene O'Neill Theater Center**Fuel Oil Storage Tank Removals Project**

Bid Item	Item Description	Quantity	Unit	Unit Price	Amount
1	Tank Removals. Removal of one 1,500 gallon and one 2,000-gallon steel heating oil underground storage tanks (USTs). Lump sum price to include, but not be limited to, all mobilization and demobilization to the work site, CBYD and other notifications, associated site work in accordance with the Contract Specifications and Plans, tank removal, piping removals, proper disposal of tanks and associated materials off-site, removal and proper disposal of all tank sludge contents, and backfill. This work shall also include the excavation and management of up to 20 cubic yards (30 tons) of controlled materials.	1	Lump Sum		
2	Provisional Item: Controlled Materials Excavation. In the event that additional contaminated soils (e.g., more than 20 cubic yards) are encountered, the following unit cost is provided for the excavation, stockpile, characterization, and proper management of those materials in accordance with the specifications and drawings including provision of acceptable fill and/or gravel suitable to backfill the excavation, placement and compaction - to replace any/all fuel contaminated soils encountered during excavation and tank removal work.	10	Cubic Yards		
3	Provisional Item: Controlled Materials Disposal. In the event that additional contaminated soils (e.g., more than 30 tons) are encountered, the following unit cost is provided for the loading, transportation, and disposal of those materials in accordance with the specifications and drawings.	15	Tons		
TOTAL, BID PRICE (Add Items 1 through 3)			\$ _____		

10. Bidder anticipates the following schedule for the work:

Start Date: _____

Tank Removal: _____ (# of days)

11. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

12. Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified in the Agreement.

13. The following documents are attached to and made a part of this Bid:

Required Bid Security in the form of ____10% of the bid_____

14. Communications concerning this Bid shall be addressed to the address of Bidder below.

15. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

BID PROPOSAL FORM

REPEAT TOTAL BID PRICE

\$ _____
In numbers

_____ and _____ / 100 Dollars
In words

Bidder Name

Date

Authorized Signature

BID SUBMITTED on: _____, 2023.

By: _____ Title: _____

Bidder: _____

Address: _____

SEAL – if Bid is by a Corporation