



ADDENDUM NO.2

CITY OF NEW LONDON, CONNECTICUT  
LEAD SERVICE LINE REPLACEMENT PROGRAM  
**DWS SFY 22-52**  
**BID NUMBER 2024-03 CONL**

This addendum amends and/or supplements the bid documents as indicated below. Only these items alter the Bid Documents; any verbal discussions or responses are hereby declared null and void.

Sealed Bids for construction of the Lead Service Line Replacement Program Phase 1A will be received by the City of New London, Connecticut at the office of the City Purchasing Agent, 13 Masonic Street, New London, Connecticut 06320 until 2:00 PM EDT on Wednesday September 27, 2023, at which place and time they will be publicly opened and read aloud.

**Date Issued: September 22, 2023**

**Bidder shall acknowledge receipt of this addendum on the Form for General Bid.**

**Modifications to Contract Specifications**

**Item 2-1: Section 00 01 10, Table of Contents**

**ADD** to the list of ATTACHMENTS TO 00 41 13, BID FORM:

*“Attachment 13: Asphalt Adjustment Cost”*

**Item 2-2: Section 00 41 13, Bid Form**

**DELETE** Section 00 41 13, Bid Form in its entirety and **REPLACE** with 00 41 13, Bid Form as attached hereto as Attachment A, Addendum No. 2.

**Item 2-3: Section 00 41 13, Bid Form**

**ADD** “Attachment 13: Asphalt Adjustment Cost” as Attachment 13 to the Bid Form, attached hereto as Attachment B, Addendum No. 2

**Item 2-4: Section 00 52 13, Agreement**

**Article 4, Paragraph 4.02.A**

**DELETE** Paragraph 4.02.A in its entirety and **REPLACE** with the following:

“The Work will be substantially completed within **300** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the

General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.”

**Item 2-5: Section 01 11 13, Summary of Work**

**Paragraph 1.2.D**

**DELETE** Paragraph 1.2.D in its entirety and **REPLACE** with the following:

“All work under this contract is to be completed within **300** calendar days from NTP.”

**Attachments**

- A. Item 2-2, Section 00 41 13, Bid Form
- B. Item 2-3, *Attachment 13: Asphalt Adjustment Cost*”

**Questions**

1. Mobilization is limited to 5% in the Contract Documents. This seems unrealistic given the list of items noted in the Measurement and Payment section. There are items included that normally paid under different pay items such as maintenance of traffic, job trailer, surveying, construction photos, etc. Would it be possible to review this concern?  
Asked via email on September 19, 2023 by Nick Mauro (C.J. Fucci).

**Response: Mobilization will not be changed for this project.**

2. The Contract Documents state that work should be done in 200 calendar days, or 143 working days. That does not seem reasonable given the investigation work and getting releases from 572 property owners. Would it be possible to review this concern?  
Asked via email on September 19, 2023 by Nick Mauro (C.J. Fucci).

**Response: See Item 2-4 and Item 2-5.**

3. The time frame for this project will take between 200 and 290 calendar days to complete.  
Asked via email on September 19, 2023 by Anthony DiVirgilio (Burns Construction Company)

**Response: See response to Question No. 2 (above), Addendum No. 2.**

4. Asphalt suppliers will not hold pricing for more than 30 days. They will not price us for next year. If we are forced (ALL of us) to price this project without an Asphalt Escalation Clause which is commonplace for State funded projects, then we will all have to cover an unknown price escalation in our proposal. It would be advantageous to the owner to allow for an escalation as to get the most aggressive and competitive price at the time of the bid.

Asked via email on September 19, 2023 by Anthony DiVirgilio (Burns Construction Company)

**Response: Asphalt adjustment is eligible for DWSRF funding. See Item 2-3.**

5. Copper & Brass is also a highly volatile market. Some owners allow for a fluctuation of these materials through the contract.

Asked via email on September 19, 2023 by Anthony DiVirgilio (Burns Construction Company)

**Response: No fluctuation of these materials will be allowed under this Contract.**

6. In regards to the service saddles for the corporation valves; could you provide the best known size and type of the mains that we will be saddling for an accurate material take off?

Asked via email on September 19, 2023 by Anthony DiVirgilio (Burns Construction Company)

**Response: 75% of all water mains are cast iron and 20% are ductile iron. The remaining water mains are miscellaneous materials. See approximate diameter breakdown:**

<b>Water Main Diameter (inches)</b>	<b>% of total</b>
<b>4"</b>	<b>5%</b>
<b>6"</b>	<b>40%</b>
<b>8"</b>	<b>10%</b>
<b>10"</b>	<b>20%</b>
<b>12"</b>	<b>15%</b>
<b>16"</b>	<b>5%</b>
<b>20"</b>	<b>5%</b>

## **BID FORM**

**The City of New London  
Lead Service Line Replacement Program  
DWS SFY 22-52  
BID NUMBER 2024-03 CONL**

### **TABLE OF ARTICLES**

1. Bid Recipient
2. Bidder's Acknowledgements
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5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal

### **ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:

City of New London  
13 Masonic Street  
New London, Connecticut 06320

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner, by executing the Agreement form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda.

Addendum No.	Addendum Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATIONS

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Bid Unit Price	Estimated Quantity	Bid Price
001	Mobilization/Demobilization	Lump Sum	1	\$
002A	Test Pits for Service Line Verification	\$___ / EA	300 EA	\$
002B	Test Pits for Identification of Lead Goosenecks	\$___ / EA	115 EA	\$
003A	Full Lead Service Line Replacement	\$___ / EA	180 EA	\$
003B	Customer Lead Service Line Replacement Only	\$___ / EA	200 EA	\$
003C	Utility Lead Service Line Replacement Only	\$___ / EA	200 EA	\$
003D	Additional Copper Tubing	\$___ / LF	<sup>2</sup> 7,200 LF	\$
004	Removal of Lead Gooseneck	\$___ / EA	20 EA	\$
005	Additional Pitcher Filters	\$___ / EA	100 EA	\$
006	Installation of Water Meter	\$___ / EA	60 EA	\$
<sup>1</sup> 007A	<del>Pavement Milling and Overlay</del>	\$___ / SY	6,400 SY	\$
007B	Permanent Pavement Trench Repair	\$___ / SY	960 SY	\$
008	Final Concrete Restoration	\$___ / SY	2,400 SY	\$
009	Additional Wall or Floor Penetrations	\$___ / EA	60 EA	\$
010	Rock Removal	\$___ / CY	60 CY	\$
011A	Police Detail	Allowance	-----	\$500,000.00
011B	Flag Person	\$___ / MHR	3200 MHR	\$
<b>Total Base Bid (Items 001 through 011, inclusive)</b>				\$

Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 Future contract extensions shall be estimated using the standard national interest rate as defined by the Federal Open Market Committee.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work within the Contract Times. Bidder also accepts the provisions for performance damages, if any, included in the Contract Documents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required bid security
  - B. Required Qualifications Statement with supporting data.
  - C. Listing of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
  - D. Affidavit of non-collusion.
  - E. Evidence of authority to do business in the jurisdiction of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
  - F. Contractor's License No. \_\_\_\_\_, or evidence of Bidder's ability to obtain a contractor's license in the jurisdiction of the Site and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

BIDDER: [Indicate correct name of bidding entity]

\_\_\_\_\_

By: [Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  
[Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_

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

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail  
address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License  
No.: \_\_\_\_\_  
(where applicable)

++ END OF BID FORM ++

## **ITEM #0406999A - ASPHALT ADJUSTMENT COST**

**Description:** The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of the following:

- I. Hot Mix Asphalt (HMA) and Polymer Modified Asphalt (PMA),
- II. Ultra-Thin Bonded HMA (UTB-HMA) and Ultra-Thin Bonded PMA (UTB-PMA),
- III. Thin Friction Wearing Course (TFWC),
- IV. Binder Rich Intermediate Courses (BRIC) and Stone Matrix Asphalt (SMA), and
- V. Asphalt Rubber Chip Seal (ARCS) treatments completed and accepted during the Contract.

**The Asphalt Price is available on the Department of Transportation website at:**  
<http://www.ct.gov/dot/asphaltadjustment>

### **Construction Methods:**

An asphalt adjustment will be applied only if all the following conditions are met per mixture:

- I. For HMA, PMA, TFWC, BRIC, and SMA mixtures:
  - a. The HMA, PMA, TFWC, BRIC, or SMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
  - b. ***The total quantity for all HMA, PMA, TFWC, BRIC, and SMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.***
  - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
- II. For UTB-HMA and UTB-PMA mixtures:
  - a. The UTB-HMA or UTB-PMA mixture for which the adjustment would be applied is listed as a Contract item.
  - b. ***The total quantity for the UTB-HMA or UTB-PMA mixture in the Contract exceeds:***
    - i. 800 tons if the UTB-HMA or UTB-PMA item has a pay unit of tons,*
    - ii. 30,000 square yards if the UTB-HMA or UTB-PMA item has a pay unit of square yards, or*
    - iii. the Project duration is greater than 6 months.***

Note: The quantity of UTB-HMA or UTB-PMA measured in tons shall be determined from the material documentation requirements set forth in the UTB-HMA or UTB-PMA item specification.
  - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
  - d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the UTB-HMA or UTB-PMA mixture system.
- III. For Asphalt Rubber Chip Seal (ARCS) treatments:
  - a. The ARCS treatment for which the adjustment would be applied is listed as a Contract item.

- b. ***The total quantity for the ARCS treatment in the Contract exceeds 30,000 square yards or the Project duration is greater than 6 months.***

Note: The quantity of asphalt binder measured in tons used for the Asphalt Rubber Chip Seal treatment shall be determined from the material documentation requirements set forth in the ARCS item specification. The Asphalt Adjustment Cost will also be applied to the asphalt binder used to pre-coat the cover aggregate as part of the ARCS and will be considered as a portion of the total tons of binder for the treatment. The additional quantity of binder measured in tons will be determined based on a percentage of the cover aggregate weight per the requirements set forth in the ARCS item specification.

- c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.

Regardless of the binder used in all mixtures or treatments, the Asphalt Adjustment Cost will be based on PG 64-22.

The Connecticut Department of Transportation (CTDOT) will post on its website, the average per ton selling price (asphalt price) of the performance-graded binder. The average is based on the high and low selling price published in the most recent available issue of the **Asphalt Weekly Monitor**® furnished by Poten & Partners, Inc. under the “East Coast Market – New England, New Haven, Connecticut area,” F.O.B. manufacturer’s terminal.

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US\$/ST).

#### Method of Measurement:

A. 

<b>Formula A:</b> $HMA \times [PG\%/100] \times [(Period\ Price - Base\ Price)] = \$ \underline{\hspace{2cm}}$
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Where:

- **HMA:**
  1. For HMA, PMA, UTB-HMA, UTB-PMA, TFWC, BRIC, and SMA mixtures with pay units of tons:  
The quantity in tons of accepted HMA, PMA, UTB-HMA, UTB-PMA, TFWC, BRIC, or SMA mixture measured and accepted for payment.
  2. For UTB-HMA and UTB-PMA mixtures with pay units of square yards:  
The quantity of UTB-HMA and UTB-PMA mixture delivered, placed, and accepted for payment, calculated in tons as reported according to the Material Documentation provision of the UTB-HMA and UTB-PMA specification.
- **Asphalt Base Price:** The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the CTDOT website during the period the HMA, PMA, UTB-HMA, UTB-PMA, TFWC, BRIC, or SMA mixture was placed.
- **PG% (Performance-Graded Binder percentage):**
  1. For HMA or PMA mixes:
    - $PG\% = \underline{4.5}$  for HMA S1 and PMA S1

- $PG\% = \underline{5.0}$  for HMA S0.5 and PMA S0.5
  - $PG\% = \underline{6.0}$  for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25
2. For UTB-HMA, UTB-PMA, TFWC, BRIC, and SMA mixes:
- $PG\% = \underline{\text{Design \% PGB}}$  (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

**B. For Asphalt Rubber Chip Seal:**

<b>Formula B: Total Tons x [(Period Price - Base Price)] = \$ _____</b>
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Where:

- **Total tons:** The tons of asphalt binder for each lot of asphalt rubber produced, as reported according to the Testing and Certification article of the specification for Asphalt Rubber Chip Seal, and the tonnage of binder used to coat the cover aggregate calculated as follows:  $0.6\% \times$  tons of cover aggregate.
- **Asphalt Base Price:** The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the CTDOT website during the period the Asphalt Rubber Chip Seal mixture was placed.

The Asphalt Adjustment Cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

**Basis of Payment:** The "Asphalt Adjustment Cost" will be calculated using the applicable formula(s) indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.