



**ADDENDUM NO. 1  
Issued December 10, 2008**

**TO**

**“REQUEST FOR BIDS  
FOR  
REFURBISHMENT OF BELT CONVEYORS CV-123/223  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY”  
(RFB Number FY09-OP-009)  
(RFB Issued November 24, 2008)**

**Note:** Bidders are required to acknowledge this and all Addenda in Section 5(a) of the Bid Form (as revised by this Addendum).

This Addendum consists of two changes to the Bid Package Documents by the Connecticut Resources Recovery Authority (CRRA) and CRRA's responses to written questions that were received by CRRA by 3:00 p.m., December 8, 2008, the deadline specified in the Instructions To Bidders for the submission of written questions.

**1. BIDS FOR ALL OF THE WORK**

The original RFB Package Documents divided the Work associated with refurbishment of belt conveyors CV-123/223 into two parts and allowed bidders to bid on either part individually or both parts together. CRRA is revising the RFB Package Documents to require bidders to bid on all of the Work.

Attached are a revised Bid Form and a revised Bid Price Form that reflects this change. Bidders should use the revised Forms in preparing and submitting their bids. Both of these revised forms have also been posted on CRRA's web site.

In addition, any language in the Notice To Contractors – Invitation To Bid, the Instructions To Bidders, the Notice Of Award, the Notice To Proceed and the Agreement which indicates that bidders may bid on either or both parts of the Work is hereby revised to require bidders to bid on both parts of the work.

**2. CLARIFICATION OF THE SCOPE OF WORK**

In the original RFB Package Documents, there were some discrepancies among the scopes of work presented in the Notice To Contractors – Invitation To Bid, the Instructions To Bidders and Exhibits A (Project Specifications) and B (Drawings) to the Agreement. The correct description of the Work is that that appears in Exhibits A and B to the Agreement. All descriptions of the Work that appear elsewhere in the RFB Package Documents are hereby modified to reflect the description in Exhibits A and B to the Agreement.

**3. CRRA RESPONSES TO WRITTEN QUESTIONS**

The following are the written questions received by CRRA and CRRA's responses.

<b>1.</b>	Question	In Exhibit B, Drawing #3, the dimension on the left side of the drawing shows the O.D. of the shaft reduced to what I assume to be 3 – 7/16” and then reduces further to an unknown diameter that is 11’ – 1/8” long with a 10 – 3/8” long 7/8” keyway x 7/16” deep. What is the O.D. of the shaft at this point?
	Answer	The O.D. at this point of the shaft is 2 3/16”.

2.	Question	For bid purposes, should the replacement of the top decking be “as required” per the materials list or, under Exhibit A, Scope Of Work, 2. scope of work (e); “Contractor to replace all top deck sheet steel on both CV-123 and 223”?
	Answer	For the purposes of this bid, contractor shall include the replacement and painting of all deck sheet steel on CV-123 and 223.
3.	Question	What is the thickness of the decking material to be replaced?
	Answer	Deck sheet material shall be 11 gauge plate steel.
4.	Question	In reference to Drawing #5; where does steel marked K-1, H1 & S-1 go? Some of this steel does not seem necessary.
	Answer	Please see attached drawing #7-1, 8-1, 9-1.
5.	Question	In reference to Drawing #6; where does steel marked K-1, H-1 & SL-SR (on the bottom of the drawing showing a width of 8-7/16”) go?
	Answer	Please see attached drawing #7-1, 8-1, 9-1. Section SL and SR are just the bottom portion of Section S1.
6.	Question	In reference to Drawing #11, where do the 50 angle pieces go? And what is the thickness?
	Answer	Angled pieces are used to support existing sidewall structures on both the Horizontal and Vertical conveyor sections. The angle pieces should 3” x 3” x 5/16” angle iron. These pieces will be mounted to the sidewall on one side and to 12” x 3” x 5/16” U Channel iron (supplied and painted by contractor) that is attached to the main framework on the other end.
7.	Question	Drawing #3 and #4 references a 2” x1/4” Fillet. Should this be radius?
	Answer	This can be a radius or a fillet. It does not matter for this application.
8.	Question	Head Pulley 18 x 51 K45 4-7/16” calls for a 1/2” herringbone lagging is this correct?
	Answer	Herringbone lagging should be 1”.



**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** FY09-OP-009

**CONTRACT FOR:** Refurbishment Of Belt Conveyors CV-123/223 At The Mid-Connecticut Waste Processing Facility

**BID SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. DEFINITIONS**

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a "Bid") shall have the same respective meanings assigned to such terms in the Contract Documents.

**2. TERMS AND CONDITIONS**

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

If CRRA issues a Notice Of Award to Bidder, Bidder shall within ten (10) days after the date thereof:

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice Of Award.

**3. BIDDER'S OBLIGATIONS**

Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, to the following:

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price Form.

**5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB Package Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

<b>Addendum Number</b>	<b>Date Issued</b>

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

## **6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB Package Documents relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

**7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

**8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

**9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

**10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;

- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

#### **11. BIDDER’S REPRESENTATIONS CONCERNING RFB FORMS**

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

#### **12. BID SECURITY**

Bidder acknowledges and agrees that the amount of the Bid Security submitted with this Bid fairly and reasonably represents the amount of damages CRRA will suffer in the event that Bidder fails to fulfill any of its obligations set forth in the Contract Documents.

#### **13. BIDDER’S WAIVER OF DAMAGES**

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.



#### **14. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

#### **15. ATTACHMENTS**

The following documents are attached hereto and made a part of this Bid:

- (a) Bid Security;
- (b) The completed Bid Price Form;
- (c) The completed References Form;
- (d) The completed Background And Experience Form;
- (e) The completed Subcontractor Identification Form;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (g) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (h) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (i) Copies of the Connecticut Department of Consumer Protection license numbers R7 and R8 that are currently held by employees of the bidder who would be assigned to work on the Project; and
- (j) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

#### **16. NOTICES**

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

Bidder Name:	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**17. ADDITIONAL REPRESENTATION**

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 2008

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	



**BID PRICE FORM**

**REFURBISHMENT OF BELT CONVEYORS CV-123/223  
AT THE  
MID-CONNECTICUT WASTE PROCESSING FACILITY  
(RFB Number 09-OP-009)**

Bidder will complete the Work as specified in the Contract Documents for the Refurbishment Of Belt Conveyors CV-123/223 At The Mid-Connecticut Waste Processing Facility for the following lump sum bid price (please use tables below). Bidder must provide a bid price for the two parts of the Work, the "Providing Parts Work" and the "Installation Work."

	Dollars	Cents
Total "Providing Parts Work" Bid Price		
Total "Installation Work Bid" Price		
<b>TOTAL BID PRICE</b>		

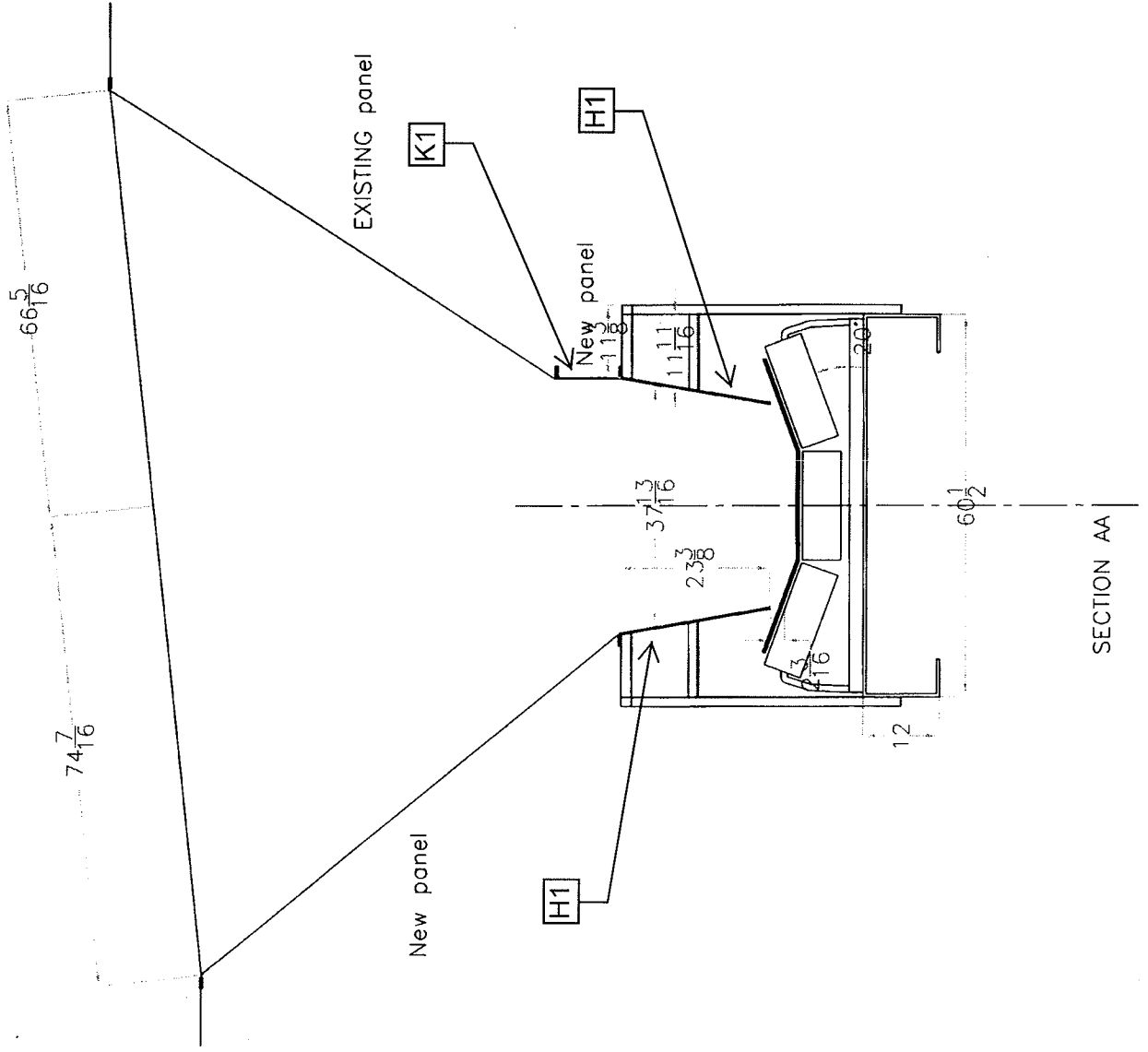
<b>TOTAL BID PRICE</b>	
	(Use Words)

Bidder affirms that the total bid price above represents the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	



# Drawing #8-1



# Drawing #9-1

