



ADDENDUM FAX COVER SHEET/
RECEIPT CONFIRMATION SHEET

169 Main Street 700 Plaza Middlesex
Middletown, CT 06457
T: 860-343-8297 F: 860-343-9504
www.wright-pierce.com

DATE: 9-13-11 **ADDENDUM CONSISTS OF 24 PAGES**
(Including Fax Cover Sheet)

PROJECT NAME: New Harwinton Road Pump Station Rehabilitation

SUBJECT: Addendum No. 1

FROM: Anthony Vanna

PROJECT NO.: 12263

REQUIRED

TO CONFIRM RECEIPT OF THIS ADDENDUM
PLEASE SIGN THIS RECEIPT CONFIRMATION
SHEET AND EITHER FAX TO: (860) 343-9504
OR EMAIL TO MEP@wright-pierce.com

Thank You

NAME: _____ **TITLE:** _____
(Signature)

NAME: _____
(Print)

ADDENDUM NO. 1

TO

WATER POLLUTION CONTROL AUTHORITY
CITY OF TORRINGTON, CONNECTICUT

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

FOR

NEW HARWINTON ROAD PUMP STATION REHABILITATION

SEPTEMBER 13, 2011



PREPARED BY:

WRIGHT-PIERCE
169 Main Street
700 Plaza Middlesex
Middletown, CT 06457
Telephone: (860) 343-8297
Fax: (860) 343-9504

ADDENDUM NO. 1

WATER POLLUTION CONTROL AUTHORITY
CITY OF TORRINGTON, CONNECTICUT

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS
FOR
NEW HARWINTON ROAD PUMP STATION REHABILITATION

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. The Bidder shall indicate the receipt of all previously issued Addenda on the Proposal Form. Each holder of the Bid Documents registered with the Owner shall receive a copy of the Addendum.

ENGINEER'S CLARIFICATION

1. A mandatory pre-bid conference was held on September 6, 2011 at 10:00 A.M. A copy of the agenda and sign in sheet is included in this addendum. To be considered a responsive Bidder, General Contractor must have attended the pre-bid conference and signed in using the name that is to appear in the Bid Documents. The Bid will not be awarded to a Bidder that does not meet this requirement.
2. Separate from this project the Owner has secured the services of NIC System Corp. (NIC) as a service organization to furnish instrumentation system integration related services for the pump station, including controls, station operation and work related to the main WPCF SCADA system.
3. For the work related to this project, all DIVISION 13 equipment and work shall be provided by NIC. As part of this Addendum No. 1, the cost for all NIC work, including materials and manufacturer's services, etc., shall be completed as part of a Bid Allowance, added to the Bid Proposal (Exhibit A).
4. The General Contractor shall be responsible for the installation of all equipment supplied by NIC and shall be responsible for providing all local control stations, conduits, wires, terminations, etc.
5. The work to be performed by NIC as part of this project and as part of their ongoing contractual work shall be integrated into the work of the overall pump station rehabilitation contract specified in the Contract Documents and as specified as part of this Addendum No. 1. It is extremely critical that the work of this contract provide for the services of (NIC) and the General Contractor shall be responsible for the coordination and scheduling requirements in order to allow for all work to be performed.
6. Schedules and on-site meetings will be required to be held in order to provide documentation and direction from NIC regarding sequencing, installation and testing of this work.

SPECIFICATIONS

1. To the Contract Document *Bidding and Contract Requirements and Specification*, **ADD** attached Equipment List and Scope of Services to be supplied by NIC as Appendix A. Also include reference to Appendix A to the Table of Contents.
2. INFORMATION FOR BIDDERS, page 6, Questions Regarding Drawings and Documents paragraph b), **DELETE** "or in writing to the City's Representative* at least twelve (12) days before the established date for receipt of bids" in its entirety and **REPLACE** with "or in writing to the City's Representative* at least eleven (11) days before the established date for receipt of bids".
3. Specification Bid Forms, **DELETE** "Bid Proposal (Exhibit A)" in its entirety and **REPLACE** with attached "Bid Proposal (Exhibit A) - Addendum No. 1".
4. Other Contract Forms, **DELETE** "Contract Agreement" in its entirety and **REPLACE** with attached "Contract Agreement - Addendum No. 1".
5. Specification 01150 - MEASUREMENT AND PAYMENT, After Paragraph 1.9.Item 2, **ADD** the following new Item:

"Item 2a. Instrumentation Control System Equipment and Manufacture's Services

- A. Method of Measurement: Cash Allowance
 - B. Basis of Payment: Payment for this bid item shall be as a cash allowance. The Owner has selected NIC Systems Corporation of Rocky Hill, Connecticut to be the Control Systems Integrator and to supply the instrumentation and control systems on this project. The work of this bid item will be performed in accordance with Specification Sections 13440, 13441 and 13442, the Drawings and information provided in the Addendum(s). The cash allowance includes the cost to furnish the equipment and provide the manufacturer's services. The Contractor's cost to install the equipment and all appurtenances to make the systems complete and functional, including all costs associated with coordination with the Control Systems Integrator shall be included in the Lump Sum bid for Item No. 1. Adjustment to the final cost for this item will be made based on the actual cost of work as agreed to by NIC Systems Corporation, OWNER and ENGINEER and in accordance with Paragraph 11.02 of the General Conditions.
6. Specification 13440 - INSTRUMENTATION AND PROCESS CONTROL, After Paragraph 1.1.A.6 **ADD:**
 - "7. Instrumentation System Integrator
 - a. The Contractor shall be required to obtain the services of the Owner's instrumentation system integrator for work related to this project, as outlined below:

NIC System Corp. (NIC)
Rocky Hill, CT
860-529-0110

- c. A Scope of Work to be provided by NIC as part of this project has been included in Appendix A of the Specifications (and has been included as part of this Addendum). This is an important part of how the work of this section and other related work of this Contract shall be integrated in order to provide for a properly sequenced and operational system. All local control stations, conduit and wiring shown shall be installed and terminated by the Contractor."
7. Specification 13440, 13441, 13442 - The Owner does not wish to install a Programmable Logic Controller (PLC) at the New Harwinton Road Pump Station. As a Global Change for Specification 13440, 13441, 13442: **DELETE** all references to a "Programmable Logic Controller (PLC)" and **REPLACE** with "Remote Terminal Unit (RTU)".
8. Specification 13440 - INSTRUMENTATION AND PROCESS CONTROL, Paragraph 1.1.B.4 **DELETE** in its entirety:

"4. Modbus RTU Protocol Communication Network:

- a. Establish a new communications network between the Owner's existing Motorola ACE3600 RTU at the pump station and the new PLC in CP-1 using Modbus RTU protocol. The Motorola ACE3600 RTU shall be the master and the PLC the slave in the network. Provide interconnecting cable for the communications network and terminate the cable at the ACE3600 RTU and PLC communication ports. Provide PLC programming to facilitate communications; the Owner shall program the ACE3600 RTU to read/write information from/to the PLC. Provide a memory mapping of the PLC registers to facilitate the Owner's configuration effort. More details are provided in Section 13441."
9. Specification 13441 - CONTROL LOOP DESCRIPTIONS, Paragraph 3.2.J.1 **DELETE**:

"1. General: A ModBus communication network between the Owner's Motorola ACE3600 RTU, the PLC-1 in CP-1 and the Genset Controller (provided by Div. 16) will use Modbus RTU protocol to provide status, alarm and monitoring information to the Owner's SCADA system. The Motorola ACE3600 RTU will be the master, and the new PLC and Genset Controller will be slaves in the communication network. A representative of the Owner shall be responsible for programming and configuring the Motorola ACE3600 RTU to read the information noted below from PLC-1, and communicate that information via the existing telemetry system to the Owner's SCADA system. The System Integrator shall provide the Owner's representative with a memory mapping of the information in PLC-1 to facilitate the effort."

And **REPLACE** with the following paragraph:

"1. General: A ModBus communication network between the Owner's Motorola ACE3600 RTU and the Genset Controller (provided by Div. 16) will use ModBus

RTU protocol to provide status, alarm and monitoring information to the Owner's SCADA system. The Motorola ACE3600 RTU will be the master, and the Genset Controller will be a slave in the communication network. A representative of the Owner shall be responsible for programming and configuring the Motorola ACE3600 RTU to read the information noted below and communicates that information via the existing telemetry system to the Owner's SCADA system. The System Integrator shall provide the Owner's representative with a memory mapping of the information in the RTU to facilitate the effort.

The contractor shall ensure the Genset Controller is compatible with the ModBus communication network. It will be the responsibility of the Contractor to coordinate and test the Genset controller, provided by the generator manufacture, with the ModBus Communication network equipment. The contractor shall be responsible to ensure all data recorded by the Genset Controller can be monitored and recorded by the ModBus system. Contractor shall test all programming to the satisfaction of the Owner and the Owner's representative."

10. Specification 13442 - PROGRAMMABLE LOGIC CONTROLLERS, Paragraph 2.2.A.12
DELETE:

"Acceptable Programmable Logic (PLC)"

And **REPLACE** with the following:

"Acceptable Motorola ACE 3600"

11. Specification 13442, PROGRAMMABLE LOGIC CONTROLLERS, Paragraph 2.3 A. 12
DELETE:

"12. Acceptable Operator Interface Terminal
a. GE QuickPanel View Display, 12" TFT-Color"

And **REPLACE** with the following:

"12. Acceptable Operator Interface Terminal
a. C-More Panel, 12" TFT-Color"

QUESTIONS AND ANSWERS

I. Mandatory Pre-Bid Conference and Site Walk (9/6/11)

1. Q: Can the bid opening be moved to 2:00 PM from the scheduled time at 10:00 AM?
A: Bid opening will occur as set by the City of Torrington Finance Department on September 26, 2011, at 10:00 A.M.
2. Q: Will a time extension be granted because of lead time for ordering pumps?

- A: If the Contractor is prompt with submittals and responses to any comments on the shop drawing review, and an extension is still needed, it can be discussed at that time. As part of the contract, it is not anticipated there will be a need for a project time extension.
3. Q: Will the City of Torrington wave permit fees?
A: The City of Torrington Building Department will Wave the City Fees; however, the Contractor will be required to pay the State fee for all permits.
4. Q: Is there a detailed by-pass pumping plan?
A: The by-pass plan is the responsibility of the contractor. The owner does not dictate means and methods for this work; however, the by-pass plan shall be submitted for review and approval as outlined in the project specifications.
5. Q: What are the acceptable noise levels for the area that should be taken into consideration for the by-pass pumping equipment?
A: Torrington does not have a specific noise ordinance, they following the regulations by Torrington Area Health District (TAHD), there is not specific db level that needs to be attained. The contractor should strive for residential type levels during overnight bypass pumping operations. See below Code:

Torrington Code 180-15.15

Each permittee shall conduct and carry out construction activities in such manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. To the fullest extent practicable, the permittee shall act to reduce noise, dust, and unsightly debris in the performance of the excavation work. Construction work, including the use of any tools, appliance, or equipment, shall be conducted under the conditions of the Torrington Area Health District Noise Control Regulation.

II. Questions received via E-mail

West State Mechanical, Inc., email dated September 9, 2011

1. Q: Article 14-Payments to Contractor and Completion, of the General Conditions, section 14.02-A-3 does not state the amount (%) of retainage on progress payments or how long retainage will be held after substantial completion. Please clarify via addendum.
A: Please see *Contract Agreement - Addendum No. 1*, issued as part of this Addendum.
2. Q: Will the City be responsible for snow removal/winter conditions as they relate to keeping the site open and accessible for building access, parking of contractor vehicles and site work scope during the winter months?
A: The contractor is responsible for the access to and from their work areas. Since the pump station as a whole would be considered the work area, the contractor shall be responsible for snow removal and providing safe access to the site during winter months.

3. Q: If severe winter conditions prohibit completion of exterior site work, will the City consider a contract time extension to accommodate the work without enforcing any liquidated damages?
- A: At the discretion of the Owner, a time extension would be considered should conditions warrant such a discussion. Progress of the overall contract work would be taken into consideration when considering a time extension of the contract completion date.

Delray, Inc., email dated September 12, 2011

1. Q: Will the City waive the Building Permit fees?
- A: The City of Torrington Building Department will Wave the City Fees; however, the Contractor will be required to pay the State fee for all permits.
2. Q: What are the lengths of the two force mains to be cleaned?
- A: The length of the 10" force main is approximately 2,000' and length of the 16" force main is approximately 3,500'. As-built drawings of the force mains are available at Wright Pierce for review. Please Call Tony Vanna or Justin Motta to schedule a time to view.
3. Q: Do you have the lengths of the three gravity sewers coming into the station; 15", 15" and 8"?
- A: As-Built drawings for the influent gravity sewers are available at the Wright Pierce for review. Please Call Tony Vanna or Justin Motta to schedule a time to view.
4. Q: Will any lead abatement tests be done by owner before demo? If so, will any abatement needed be handled as a Change Order?
- A: Per discussions with the Owner, there is no reason to believe that leaded paint was used within this pump station during prior paint applications. If required, the Owner will pay for testing and if lead paint is discovered, abatement shall be handled as a change order.
5. Q: Walls, Ceilings and Floor Painting: Is the paint scope for walls and ceilings to paint any wall or ceiling that has already been painted- interior and exterior? The two floors do not appear to have been previously painted, can this be verified by the town? If they are not painted, do they need to be?
- A: All wall and floor surfaces shall be painted, interior and exterior, with colors selected by owner. Floors shall have non-skid surface.
6. Q: Will any solids, liquids, sludge or grit cleaned from the wet wells be accepted at the City's water treatment plant and discharged free of charge to the GC?
- A: Any materials removed from the wet wells can be disposed of at the WPCF at no cost to the contractor.

NEW HARWINTON ROAD PUMP STATION REHABILITATION
MANDATORY PRE-BID CONFERENCE
WRIGHT-PIERCE PROJECT NO. 12633

September 6, 2011
10:00 A.M.

I. Identifications

Owner: City of Torrington - WPCA
140 Main Street
Torrington, CT 06790
Telephone: (860) 485-9167
Contact: Ray Drew, Administrator
Ken Flugrad, Chief Operator

Engineer: Wright-Pierce Engineers
169 Main Street
700 Plaza Middlesex
Middletown, CT 06457
Telephone: (860) 343-8297
Contact: Tony Vanna, Lead Project Engineer
ATV@Wright-Pierce.com
Justin Motta, Project Engineer
JDM@Wright-Pierce.com

II. Objectives:

1. The purpose of the Pre-bid Meeting is to answer questions from potential bidders relating to the contract documents.

It is extremely important to note that bids must be based solely on information contained in the contract documents, including any addenda. Nothing stated in this meeting modifies the contract documents unless it is followed up in the context of an Addendum to the contract documents.

2. Project scope of work generally includes:
 - ✓ the removal and replacement of 3 wastewater pumps and controls
 - ✓ New electrical service, MCC, VFDs, etc.
 - ✓ HVAC equipment
 - ✓ Installation of an exterior generator, including belly tank
 - ✓ Minor site work, such as paving and chain link fence
 - ✓ Bid Alternate for the installation of 2 channel grinders
 - ✓ Bid Alternate for the construction exterior canopy over generator
 - ✓ Minor site work

3. There have been no addenda issued to date for this project. Any addenda must be acknowledged on the Bid Form. Oral statements may not be relied upon and will not be binding or legally effective
4. The location of this project is the New Harwinton Pump Station located at 1096 New Harwinton Road, Torrington, Connecticut. The work is summarized in Section 01010 of the specifications
5. The project is going to be funded by the City of Torrington.
6. Bids must include (see Information for Bidders for additional details):
 - ✓ Completed Bid Form (including answers to all questions)
 - ✓ Bid Security (5% of total bid)
 - ✓ Non-Collusion Affidavit of Prime Bidder
 - ✓ Contractor's Qualification Statement
 - ✓ Document supporting compliance of applicable safety and health acts
 - ✓ Signed Equal Opportunity Certification
 - ✓ Notarized Contractor's Wage Certification Form
7. Bid opening is scheduled for 10:00 A.M., September 26, 2011 at City Hall, 140 Main Street, Torrington, CT. Bids will be accepted from those who are on record as having bought a set of (hard copy) Bidding Documents from Wright-Pierce and who attended the Pre-Bid meeting.
8. The Contract, if awarded, will be awarded to the lowest responsible bidder (based on the Base Bid plus the sum of any alternates) within 60 days of the bid opening. See Information for Bidders and Bid sections of Contract Documents.
9. Bidders wishing to institute any additional subsurface exploration should coordinate with the Torrington WPCF Administrator, Raymond Drew.
10. Prospective bidders should familiarize themselves with, and provide coordination specific to (at a minimum):
 - ✓ Utility Company required work - CL&P (including submission and coordination of work order ticket)
 - ✓ City of Torrington WPCF operations
 - ✓ Call Before You Dig
11. The General Contractor is required to work with the WPCA's I & C Integrator - NIC Systems Corporation of Rocky Hill, Connecticut.

12. Continuous operation criteria: Contractor must maintain access to, and operation of, the existing facilities at all times during construction. Contractor to provide sequence of construction activities for review by the Owner and Engineer. Under no circumstances shall "new" equipment and materials to be provided as part of the project work be used as temporary facilities, without written consent by the Engineer.
13. Proof of providing Equal Opportunity and Wage Rates are required as part of the Contract Documents.
14. Owner and/or Engineer will have a Resident Project Representative on-site part time during construction activities.
15. The City of Torrington WPCA is paying for material testing. Detailed information on this is contained in Section 01400.
16. Bidders are directed to sign the attendance sheet. This attendance sheet will be attached to the issued addenda. General Contractors not in attendance will not be allowed to bid on the project,
17. Copies of the latest list of Plans by contacting Megan Plumb of Wright-Pierce (Middletown office, (860) 343-8297). Wright-Pierce also maintains an updated list of plan-holders on our web site (www.wright-pierce.com) under Contractor/Bidder Info.
18. All proposed staging areas must be coordinated with the City.
19. Note the completion times per the Contract Documents:
 - 180 days to Substantial Completion
 - 210 days to Final Completion
20. Liquidated damages will be in the amount of \$1,000.00 for each calendar day of delay from the dates established for Substantial and Final Completion.
21. The Contractor shall be responsible for obtaining all applicable federal, state and local permits as outlined in the General Conditions of the Contract Documents.

NEW HARWINTON ROAD PUMP STATION REHABILITATION
MANDATORY PRE-BID CONFERENCE
SIGN-IN-SHEET
WRIGHT-PIERCE PROJECT NO. 12633

BIDS DUE DATE: September 6, 2011 @ 10:00 AM
AT: Torrington Town Hall, 140 Main Street

Name (please print legibly)	Organization Name Mailing Address	Telephone Number Fax Number Email Address
Todd Beaulieu	Hemlock Construction Co Inc 109 Sunrise Drive Torrington, CT 06790	860 482-7509 480-8060 hemlocksyst@aol.com
Bill Attwood	DANWOOD CONST 400 WINDLE ST BRIDGE CT	860 588-7489 585 6370 battwood@danwood
Ed Zdancewicz	Firstside Electric INC 23 GARFIELD ST TORRINGTON CT 06790	860 482-2200 2405 / 3099 FAX ed.zdancewicz@firstside-ct.com
John Roy	14 CENTRAL ST. AUBURN, MASS. } R.H. White Wright	508-832-3295 jroy@rhwhite.com
KURT BEDNARCIK	LAROSA BUILDING/EARTH GROUP 163 RESEARCH PARKWAY MERIDEN CT 06410	203-235-1770 203-599-1610 KURT@LAROSABG.COM
Ken O'Hara	CH Lumber PO Box 1102 Torrington CT	860-489-0455 KOHARA@CHLUMBER.COM
MARK DEREMISCI	S CARPENTER CONST 67 RACE ST BRISTOL CT	860-209-1173 MARK@SCARPENTER.COM
GARY BEGET	TURRI INC 766 RIVERSIDE AVE TORRINGTON	860-462-2972 gbeget@turri-inc.com
Milan Gowen	Delray Contracting Inc 10 Nutmeg Drive Ellington CT 06029	(860) 870-8100 mgowen@delrayinc.com
Brian Doyard	S. Carpenter Const 67 Race St. Bristol CT.	860 589-2141 briand@scarpenter.com
ROBERT CELMER	G. DONOVAN ASSOC. INC 627 ROUTE 32 NORTH FRANKLIN, CT	860-642-0700 x36 BOB@GDONOVAN.COM
Jim Martucci	Associated Const. 1010 Wethersfield Ave Hartford, CT 06114	(860) 296-4114 (860) 296-7202 FAX JMM@accgc.com
ES SHULZ	WILL SCHULTZ CONST INC PO 2020 BRISTOL SPA, NY	518-885-0060 x211 885-0744 ESHULZ@WILLSCHULTZ.COM

NEW HARWINTON ROAD PUMP STATION REHABILITATION
MANDATORY PRE-BID CONFERENCE
SIGN-IN-SHEET
WRIGHT-PIERCE PROJECT NO. 12633

Name (please print legibly)	Organization Name Mailing Address	Telephone Number Fax Number Email Address
STEVEN GREENING	WEST STATE MECHANICAL PO BOX 1045 TORRINGTON, CT, 06790	860-482-5919 860-489-4686 WSM-STEVE@YAHOO.COM
JAMIE LECIERE DAVE ALLEN	KOVACS CONSTRUCTION CORP. 297 WHITE ST. DANBURY, CT 06810	203-743-4022 203-790-1326
Jerrold Fowler	RH White Construction Co. 41 Central Street Auburn, MA 01501	508-832-3295 508-832-7054 j.fowler@rwhite.com
Andy Colver	Godwin Pumps 99 Stockhouse Road Bozrah, CT	andy.colver @godwinpumps.com 207-288-8322
Bill Mackstuti	Northwest Comm 44 Shingle Mill Rd Harwinton, CT 06791	bill@northwestcomm.net 860-485-1406
Bruce Zajac	NIC SYSTEMS 51 Belamose Ave Rocky Hill CT 06067	BZAJAC@NICSYSTEMS.COM 860-529-0116 F 860-529-0116
Ray DREW	CITY OF TORRINGTON 140 MAIN ST TORRINGTON CT 06790	860-485-9166 860-485-0730 ray-drew@torringtonct.org
Tony Vanna	Wright Pierce Middletown, CT	AV@wright-pierce.com 860-343-8297 860-343-8297
Justin Motta	Wright-Pierce Middletown, CT	jmm@wright-pierce.com 860-343-8297

APPENDIX A
Instrumentation and Controls Allowance:
NIC Scope and Fee

NIC SYSTEMS CORPORATION

Control Systems Integrators

51 Belamose Avenue

Rocky Hill, Ct. 06067

Ph: (860) 529-0110 Fax: (860) 529-0105

E-Mail: rberggren@nicssystems.com

The City of Torrington, Connecticut

New Harwinton Road

Pump Station Rehabilitation

Division 13440 Instrumentation and Process Control

NIC Systems Proposed Scope of Supply

NIC Systems Corporation (NIC) proposes to provide all Equipment and Services required, as defined in **Division 13440** of the specifications. Work is defined in the following sections of the specification relative to the scope to be provided by the **“System Integrator”**:

Section 13440 – Instrumentation and Process Control

Section 13441 –Control Loop Descriptions

Section 13442 –Programmable Logic Controllers

NIC shall provide services consisting of Submittals, Coordination Meetings, Factory Tests, Field Tests, Start Up Testing, Manuals, Training and Warranty as specified in the above referenced specification sections; as well as RTU Panel, Motorola Controller (PLC), PLC Programming Software, Operator Interface Terminal (OIT), OIT Programming Software and Existing SCADA Application Revisions as required by the above section. All equipment shall be installed and wired by the Electrical and Mechanical Contractors. NIC will provide Drawings and Installation Supervision of all components provided as per the specifications.

The following are major items included in NIC proposed scope of supply.

Control Panels & Radio Communication Hardware

- Pump Station Control Panel (CP-1) – NEMA 12 with Motorola PLC System, Motorola Radio System, Operator Interface Terminal (OIT) and all panel mounted control hardware
- Surge suppressors for power supply lines, antenna cable
- Intrinsically Safe Relays and Barriers as required
- Uninterruptible Power Supply (UPS) with By-pass Switch



Designers of Electrical Hardware and Software for Industrial Automation



Software Packages Included

- Motorola STS Programming Package
- OIT Application Programming Package

Instrumentation Included

- (2) Submersible Level Transducers/Transmitters (LE/LIT-210A, 210B)
- (4) Wetwell Float Switches (LSHH-210A, 210B, LSLL-210A, 210B)
- (3) Mag Flow Meters 4" (FE/FIT-221, 222, 223)
- (1) Low Profile Float Switch (LSH-320)

Spares Included

- Required Motorola Hardware (Section 13442-2.2-11)
 - (1) Discrete Input Module
 - (1) Discrete Output Module
 - (1) Analog Input Module
 - (1) Analog Output Module
 - (1) CPU
 - (1) Power Supply
- Required Panel Components (Section 13440-2.1-17)

Engineering Services Included

NIC will provide the Engineering Services as listed below:

- Submittals, including: Project Plan, Hardware, Panel Assembly Drawings, Electrical Schematics, Loop Drawings, Network Configuration Drawings, Software, Testing Plan, Training Plan, and O&M manual.
- Complete Control System Design
- All required Motorola RTU (PLC) Programming
- Radio Configuration and Interfacing with Existing System (by Northwest Communications)
- SCADA System Revisions at the WWTP
- Factory Testing including Network Testing as required
- Start-up and Field Testing
- On-site Training
- Manuals

NIC Lump Sum Price:

The price for the above scope of supply is **Seventy-two thousand eight hundred dollars (\$72,800)**.



Designers of Electrical Hardware and Software for Industrial Automation



EXHIBIT "A" BID FORM - Addendum No. 1

BIDS FOR "NEW HARWINTON ROAD PUMP STATION REHABILITATION", TORRINGTON, CONNECTICUT

TO: CITY OF TORRINGTON
ENGINEERING DEPARTMENT
140 MAIN STREET
TORRINGTON, CT 06790

FROM: _____

The undersigned bidder, in compliance with the "Invitation for Bids" for the "NEW HARWINTON ROAD PUMP STATION REHABILITATION", Torrington, Connecticut, having examined the plans and specifications, with related documents and the site of the proposed work and, being familiar with all the conditions surrounding the construction related to the proposed project, hereby proposes to furnish all labor, material and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein. The bidder understands that the Contract shall be awarded on the basis of the prices as shown herein and that the prices for the items will be used as the basis for payment during the construction of the project.

<u>BASE BID</u>				
<u>Item No.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1.	L.S.	New Harwinton Road Pumps Rehabilitation _____ Dollars and _____ Cents	\$ _____	\$ _____
2.	Allowance	Electrical Service Allowance _____ Ten Thousand _____ Dollars and _____ Zero _____ Cents	\$10,000.00	\$10,000.00
2a.	Allowance	Instrumentation Control System Equipment And Manufacture's Services (13440, 13441, 13442) Seventy-two Thousand, Eight Hundred Dollars and _____ Zero _____ Cents	\$72,800.00	\$72,800.00

The Total Base Bid price (Items No. 1, No. 2 & No 2a) was determined on the basis of the above prices, is written as follows:

(Written Words) _____

(Written Figures) _____

BID ALTERNATES

3.	L.S.	Installation of two Channel Grinders - <u>Bid Alternate A</u> _____ Dollars and _____ Cents	\$ _____	\$ _____
4.	L.S.	Installation of Generator Canopy - <u>Bid Alternate B</u> _____ Dollars and _____ Cents	\$ _____	\$ _____

The Total Bid price (Items No. 1, No. 2, No. 2a, No. 3 & No. 4) was determined on the basis of the above prices, is written as follows:

(Written Words) _____

(Written Figures) _____

Bidder acknowledges receipt of the following Addenda:

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Signed this _____ day of _____, 200__.

Firm Name: _____ Address: _____

_____ Phone: _____ Fax: _____

Duly Authorized Signature

Title

CONTRACT AGREEMENT
Addendum No. 1

THIS AGREEMENT is by and between **The City of Torrington** (hereinafter called CITY) and _____ (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents.

The Work is comprised of furnishing all equipment, labor, material, superintendence, and plant to perform all work necessary for “**NEW HARWINTON ROAD PUMP STATION UPGRADE**” for the City of Torrington, as herein described.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Complete rehabilitation of the New Harwinton Road Pumps Station. The project consists of, but is not limited to: the demolition and complete replace of all, Pumps, controls, control panels, electrical services, generator and HVAC equipment. The installation of two channel grinders in the wet well and a canopy over the generator are Bid Alternates.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the Wright-Pierce under direction of the City Engineer who hereinafter called ENGINEER will act as the City’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.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

B. The Work will be substantially completed as provided in paragraph 1.10 of the General Conditions, within **180** days after the date when the Contract Times commence to run, and completed and ready for final payment within **210** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and CITY recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract

Documents an amount equal to the sum of the established Contract Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

UNIT PRICE WORK

6.01 For Items 1 through 4 inclusive, see attached Exhibit A.

TOTAL OF ALL UNIT PRICES:

_____ (use words)

_____ (use figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
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 liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95 percent of payment claimed until Work is 50 percent complete (with the balance being retainage);
 - b. When work is 50 percent complete, 98 percent of the dollar value of all work satisfactorily completed to date, (with the balance being retainage) provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
 2. When the work is Substantially Complete (operational or beneficial occupancy), Owner shall pay an amount sufficient to increase total payments to Contractor to the payment claimed, less such amounts as Engineer shall determine as necessary to assure completion in accordance with Paragraph 14.02.B.5 of the General Conditions;
 3. Owner may reinstate up to 5 percent withholding if the Owner or Engineer determines, at its discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding in accordance with Paragraph 14.02.B.5 of the General Conditions; and
 4. The Owner may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the contractor instead of all or part of the cash retainage.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in Paragraph 14.07 of the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
- D. CONTRACTOR has carefully studied all available: (1) reports of 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 as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Document
- H. CONTRACTOR has correlated the information known to CONTRACTOR, 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.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 20 to 27a , inclusive);
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. General Conditions (pages 00900-1 to 00900-60, inclusive);
 - 5. Supplementary Conditions (pages 00901-1 to 00901-16, inclusive);
 - a. Prevailing Wage Rates (pages 43 to inclusive);
 - 6. Specifications as listed in the table of contents of this Bidding and Contract Requirements and Specification manual;
 - 7. Drawings Consisting of 16 pages, each bearing the title: CITY OF TORRINGTON, CONNECTICUT - NEW HARWINTON ROAD PUMP STATION REHABILITATION
 - 8. Addenda (numbers to , inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (page 33, inclusive);
 - b. CONTRACTOR’S Bid Form (page 12, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages to , inclusive);
- B. The documents listed in paragraph 7.01A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree what the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10 – EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The CONTRACTOR agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER:

By: _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

City Engineer

City of Torrington

140 Main Street

Torrington, CT 06790

CONTRACTOR:

By: _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____