Bid Addendum No. 1

Project: Osgood Park Football Field Relamping Bid No. 3479

Subject: On-Site Pre-Bid Conference, Non Mandatory

Date: April 6, 2009

The City of New Britain’s Park and Recreation Department will hold an On Site Pre-Bid Conference at the Osgood Park Football Field so that bidders can view the existing lighting system and ask any questions that they may have.

The Conference, which is non mandatory, will be held on April 13, 2009 at 2:00PM at the Osgood Park’s Police Athletics Building, 544 Osgood Ave, New Britain, CT.
Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Prices Quoted Must be F.O.B. New Britain, CT

Date of Bid Opening April 22, 2009 Time 11:00 AM

Delivery Required Purchasing Agent

Amount of Bid Bond 10%

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<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF COMMODITIES AND/OR SERVICES</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Osgood Park Football Field Relamping</strong></td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td><strong>Single Pole Installation</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Bid Pricing**

**PLEASE SUBMIT BIDS IN DUPLICATE**

Duration of the Bid Price (How long will bid price be held for) Number of Days? 

THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:
1. Form Pur. 1 (Request for Quotation).
2. Notices to Prospective Bidders, Pages 7-8.
3. A Bid Bond is required for all goods or services that are $25,000.00 or greater.

BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.

PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.
1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.

2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.

3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.

4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.

5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.

6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.

7. Unless qualified by the provision “NO SUBSTITUTE”: the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.

9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.

10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) percent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than that five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A “Connecticut based bidder” shall mean a business with a legal principle place of business located in the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars ($1,000,000) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars ($1,000,000) but less than five million dollars ($5,000,000) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars ($5,000,000) any city-based bidder that submitted a low bid not more that two (2) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount.

11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.

12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.
14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.

15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.

18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.

19. All contracts for goods or services where the contract price is more than $50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.

20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.

21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.
The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

Osgood Park Football Field Relamping and Single Pole Installation

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. **SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.**

**NOTICE TO BIDDERS:**

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are **estimates only**; no guarantee is given, express or implied, as to actual quantities to be ordered.

2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.

3. Exceptions to specifications must be clearly stated on a separate piece of paper.

4. **Manufacturer must be Musco Sport Lighting**

5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to Erik Barbieri, New Britain Park and Recreation Department, (860) 826-3453.

6. **Vendor insurance requirements are as follows:**
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Each Occurrence</th>
<th>General Aggregate</th>
<th>Products/Completed Operations Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Liability*</td>
<td>Combined Single Limit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella* (Excess Liability)</td>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>Each Occurrence</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(Minimum Limits)
* “The City of New Britain and Consolidated School District” shall be named as “Additional Insured”. Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation and WC Statutory Limits

<table>
<thead>
<tr>
<th>Employers’ Liability</th>
<th>EL Each Accident</th>
<th>$100,000</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>EL Disease Each Employee</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td>EL Disease Policy Limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

Purchaser shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-” VIII policyholders’ rating according to Best Publication’s latest edition Key Rating Guide.

7. HOLD HARMLESS AGREEMENT: The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor’s performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

9. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery the items contemplated therein.

10. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.
SPECIFICATIONS:

Osgood Park Football Field Relamping and Single Pole Installation

Contractor Responsibilities:

Pole Installation

- Locate all existing underground utilities and mark all pole locations. Call Before You Dig to be contacted prior to all applicable digging.
- Trench, conduit, and bring/pull circuits to pole location. Pull (3) separate circuits to pole: One for the practice area and the other two for providing separate 20 amp circuits on pole.
- Provide unit cost for rock removal if needed to trench and/or install pole.
- Provide geo-tech soils report for exact pole location if foundation design is required.
- Work with Musco Sports Lighting to determine exact pole location.
- All lighting structures, poles, lamps, etc. to be purchased from Musco Lighting. Install sports pole and re-lamp per installation instructions from Musco Lighting.
- Provide materials and equipment to off load equipment at jobsite per scheduled delivery. Once delivered, contractor is responsible for storing prior to installation.
- Construction to be performed in accordance with all applicable codes. This includes but is not limited to securing structural and electrical permits.
- Install 60 ft Musco sports pole and 6(six) 1500 watt fixtures on new pole.

Relamping

- Relamp at game field to include 44(forty four) 1500 watt Musco lamps in existing fixtures.
- Installation of Musco web controller and lighting contactor cabinet.
- Clean all lens (glass) on installed fixtures.
- Take light level readings of game field upon completion of re-lamp with recently calibrated meter. — Complete written report and submit to Parks and Recreation Department on results of light level readings.
- Soils stockpiled from construction with stone two (2) inches or less can be piled and left on site (exact location to be provided to contractor). Soil with greater than two (2) inch stone is to be delivered to Hunger ford Park or kept by contractor.
- Dispose of old metal halide lamps in an environmentally friendly manner and in accordance with all applicable laws and codes.
- Contractor to use due care to minimize the damage to jobsite during the pole installation and relamping. Contractor to return site to pre-construction condition.

Required Bonds, Permits, Licenses and Documents

- A 10% Bid Bond is required when submitting this bid.
- The Bidder awarded this project is to provide Material and Performance Bonds for this job.
- The Bidder must be State of Connecticut Licensed, Copy of their Electricians' license must be submitted with the bid documents.
- The Bidder is to provide references and the type of work performed with their submitted bid documents.
- Bidder awarded the contract to perform the work will be required to obtain all the necessary state and local permits.
The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3479 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _______________________________

   Local Residence Address (if any) ______________________

   Local Mailing Address (if any) ________________________

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

   Entity's Name ________________________________

   Local Mailing Address (if any)______________________________
NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

2. Name: __________________________________________
   
   Local Residence Address (if any) ______________________________
   
   Local Mailing Address (if any) _________________________________

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity’s names(s) and address(es):

   Entity’s Name______________________________________________
   
   Local Mailing Address (if any)________________________________

3. Name: __________________________________________
   
   Local Residence Address (if any) ______________________________
   
   Local Mailing Address (if any) _________________________________

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity’s name(s) and address(es):

   Entity’s Name ____________________________________________
   
   Local Mailing Address (if any)________________________________

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

_____________________________  Date: ______________________________

Review by Tax Collector: (To be completed by the City of New Britain’s Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: __________________________  Date: ______________________________

Date: ______________________________
Date: ____________, 2009

Subject: Osgood Park Football Field Relamping and Single Pole Installation Public Bid No. 3479

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer’s attention. This shall assist the City of New Britain in maintaining accurate bidders’ lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Agent

Company Name: __________________________

Address: _________________________________

__________________________________

We are not responding to subject bid solicitation for the following reason:

☐ Our company does not sell the requested product.
☐ Our company does not provide the requested service.
☐ Our schedule will not allow us to provide the requested service at this time.
☐ Other (please explain): __________________________________________