# City of New Haven, CT



# INVITATION TO BID 2025-IFB-141

# EDGEWOOD PARK PEDESTRIAN MID-BRIDGE REPLACEMENT

RELEASE DATE: January 15, 2025 RESPONSE DEADLINE: February 12, 2025, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

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#### Attachments:

- A 1660-02 740 Whalley Avenue Edgewood Park Midbridge IW CSPR\_SignedLB
- B 04\_ARPA Contractor Agreement (OVER \$100,000) (MPB) (TEMPLATE 5-11-23)
- C CEO BOA\_APPROVED BUDGET\_FINES PENALTIES CHART FY-24-25
- D EEOC\_Vendors\_Notice of Fees
- E 202407415-DEEP COP Signed
- F Fisheries Consultation\_Edgewood Park Footbridge\_West River, New Haven\_060724
- G 22-099-01 EDGEWOOD PARK MID BRIDGE CONSTRUCTION PLANS
- H EdgewoodParkPedestrianMidBridgeReplacement\_HeavySchedule

# 1. Project Summary

# 1.1. Summary

Contract Name: Edgewood Park Pedestrian Mid-Bridge Replacement

Solicitation #: 2025-IFB-141

Department: Engineering

Pedestrian bridge over West River replacement project within Edgewood Park. Tidal river cofferdam for demolition of pedestrian center pier in river, repointing of masonry wing walls, and reconstruction of outfall. Demolition and replacement of pedestrian bridge over river on new pre-cast/CIP composite abutments.

## 1.2. Timeline

Solicitation/Advertise Date:	January 15, 2025
Pre-Bid Meeting (Non-Mandatory):	January 24, 2025, 9:00am
	Edgewood park entrance off Whalley Ave - meet at gate next to Coogan pavilion
Question & Clarification Deadline:	January 31, 2025, 5:00pm
Bid Due Date:	February 12, 2025, 3:00pm

## 1.3. Procurement Contact

#### **Shawn Garris**

Deputy Purchasing Agent 200 Orange Street New Haven, CT 06510

## 1.4. General Conditions and Standards

General Conditions and Standards can be found on the City's website:

 $\underline{https://www.newhavenct.gov/government/departments-divisions/purchasing-division/general-conditions-and-\underline{standards}}$ 

# 2. Instructions to Respondents

#### 2.1. Internet Access

- A. The City cannot guarantee that equipment involved in Solicitation Submission and/or solicitation technology will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that your Submission is received at the designated location complete and on time. The City is not responsible for the confidentiality of information transmitted over the Internet.
- B. Downloading solicitations of any type does not obligate the City to send you future notifications of solicitations or addendum updates.
- C. It is the Respondent's responsibility to review your status on our website and update your contact information accordingly.
- D. The City does not recommend waiting till the last day to start and/or submit your response.

#### 2.2. Solicitation Downloads

- A. Every part of this document may be downloaded from the website at no cost to you. If you require a third party to print the specifications and/or drawings, that cost will be borne by you.
- B. Drawing File Format: PDF
- C. Click on the "Downloads" to download the drawings.
- D. If you don't have Adobe Acrobat and you wish to view the files in PDF format, Download the application here: <a href="https://get.adobe.com/reader/">https://get.adobe.com/reader/</a>
- E. **Drawings** The following three local firms are examples of companies that can reproduce drawings and/or any portion of the documents. These suggestions are not to be considered endorsements in any way. Any other firm with the AutoCAD, DWG, DXF, DWF & CSF Viewers will also be able to reproduce the drawing files.

# 2.3. Inspection of Site

- A. Each Respondent should visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor, and should fully inform itself as to the facilities involved, in addition to the difficulties and restrictions attending the performance of the Contract. The Respondent should thoroughly examine and familiarize itself with the site, drawings, technical information/notations and all Solicitation Documents.
- B. The Respondent shall in no way be relieved of any obligation to receive or examine any form or legal instrument, or to visit the site and acquaint itself with the conditions there existing.

# 2.4. Inquiries for Clarification

- A. The City will not respond to a Respondent's request(s) for oral interpretation and/or clarification of the Solicitation Specifications for any reason.
- B. The City will respond to a Respondent's written request(s) for interpretation and/or clarification of the Solicitation Specifications.
  - 1. Any written Inquiry for Clarification must be received seven (7) or more business days prior to the Closing Date. Any request received by the City after this deadline will not be given consideration.
  - 2. Every request for such an interpretation shall be made in writing via <u>City's e-Procurement Portal's</u> <u>Question & Answer feature</u>.
  - 3. Please do not send questions or requests for clarification in a PDF format.
  - 4. Every interpretation made to a Respondent will be in the form of an Addendum or Question & Answer to the Solicitation Documents.

## 2.5. Addendum to Bid Documents

- A. All Addenda to the Solicitation Documents shall become part of the Solicitation. Respondents are required to check the Website for Addendum. Each Respondent shall be bound by such Addenda whether or not received/viewed by the Respondent.
- B. Questions are submitted through your account and the selected solicitation Web Address: <a href="https://procurement.opengov.com/portal/newhavenct/projects/131043">https://procurement.opengov.com/portal/newhavenct/projects/131043</a>, through the "Question & Answer" section to submit your question(s).
- C. We will endeavor to post Addendums regarding Inquires for Clarification, not less than five (5) calendar days prior to the Bid Closing Date and Time.
- D. Addendums regarding extension of time will be posted on the City website, any time prior to the Solicitation Closing Date and Time.

#### 2.6. Contract Term

The term of the contract because of this solicitation shall be one year unless stated elsewhere in the Specifications. If there are any options to renew, all renewals will be at the sole discretion of the City and pursuant to the same terms and conditions.

# 2.7. Insurance Requirements

The City requires all contractual work to be insured as identified in the following sections.

The term "Contractor" and/or "subcontractor" as used in this section, shall mean, and include Contractors and subcontractors of every tier.

Each Solicitation, Agreement and/or Award will include a specific Risk Template which will detail all the insurance requirements for the project.

Any policies maintained by the contractor and its owned and/or rented equipment and materials shall contain a provision requiring insurance companies to waive their rights of subrogation against the City of New Haven (Owner) and all other Indemnities named in the contract.

#### **Certificates of Insurance**

The successful bidder shall provide certificates of insurance showing coverage by an insurance carrier authorized by the State of Connecticut to write insurance in the State. The certificates shall show the City as an additional name insured. Said certificate should contain the following endorsements.

#### PLEASE NOTE THAT ALL CERTIFICATES OF INSURANCE MUST INCLUDE:

- A. The City of New Haven shall be named as an additional insured with subrogation.
- B. Endorsement shall include the work description, Contract/Project name and location.
- C. An endorsement that the insurance company will give at least thirty (30) days written notice to the City prior to any modification or cancellation of any such insurance coverage.

#### POLICY REVIEW AND APPROVAL

At the discretion of the City, the Contractor may be asked to submit to the City copies of insurance policies for review and approval. The City may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved.

The Contractor shall submit an insurance certificate in addition to a copy of each policy. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. All such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City and shall be kept in force until the Contractor's work is accepted by the City, which expire before the Contractor's work is accepted by the City shall be renewed and submitted to the City for its approval.

- A. Insurance will be required for the entire term of the contract. COI are to be emailed to your project contact(see award notice) and NHpurchasingCOI@newhavenct.gov.
- B. Renewal Certificates of insurance should email to your project contact.

Contractor/Vendor shall agree to always maintain in force during the contract the following minimum coverage and shall name the City of New Haven as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies, except Professional Liability, should also include a Waiver of Subrogation. (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

#### 2.7.1. General Liability

Minimum Limits	Additional	Waiver of
(dollar amount indicates	Insured	Subrogation
required minimum)	(Y indicates	<b>(Y</b>
	required)	indicatesrequired)

Title: Edgewood Park Pedestrian Mid-Bridge Replacement

Each Occurrence	\$1,000,000	Y	Y
Combined Aggregate	\$2,000,000	Y	Y
Products/Completed Operations Aggregate	\$2,000,000	Y	Y

# 2.7.2. Workers' Compensation & Employers' Liability (EL) - Statutory Limits

	Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicatesrequired)
Workers' Compensation	Statutory Limits		
EL EACH	\$500,000		Y
EL DISEASE	\$500,000		Y
EL POLICY	\$500,000		Y

# 2.7.3. Auto Liability (includes all owned, hired & non-owned autos)

	Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicatesrequired)
Combined Single Limit Each accident including endorsements	\$1,000,000	Y	Y

# 2.7.4. Excess/Umbrella Liability

	Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicatesrequired)
Each Occurrence	\$1,000,000	Y	Y

Title: Edgewood Park Pedestrian Mid-Bridge Replacement

Combined Aggregate	\$1,000,000	Y	Y

## 2.7.5. Additional Information

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two 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) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New Haven via Certificial prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the City.

#### 2.7.6. *Notes*

- Additional Insured & Damp; Waiver of Subrogation boxes must be checked off on the COI.
- If contractor/vendor will be providing a service in proximity or serving youth under the age of 21, Abuse and Molestation coverage must be included.
- City of New Haven is the Certificate holder and the additional insured.

City of New Haven 200 Orange Street Rm 301 New Haven, CT 06510

# 2.8. Unit Prices, Bid Quantities and Tax-Exempt Status

- A. The Unit Prices for each of the Solicitation items include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total Bid. Special attention is called to this section because in the event it is necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the Unit Prices for such items.
- B. Unit Prices should not include federal excise or state sales taxes. State Sales Tax is exempt under Connecticut General State Statute Sec. 12-412. The City is also exempt from transportation taxes when goods are consigned to the City. Tax Exemption certificates will be furnished by the Supervisory Auditor Accounts Payable upon satisfactory proof of delivery to the City.
- C. It is understood an agreed that the Unit Prices shall control the Contract award.
- D. The quantities noted in this Solicitation are approximate (estimated only for use in comparing Bids); and that the sums obtained by multiplying the Unit Prices by the estimated quantities, and also the Total of these sums, are inserted for the purpose of checking this Solicitation and for the convenience of the Respondent. The Unit Prices paid are for the actual ordered quantities only.

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- E. Shipments should be consigned to the City in care of the Contractor.
- F. Unbalanced high or low Bid Unit Prices will be reviewed and may be grounds for rejection.
- G. Pricing and Supply of Good and Services submitted by vendor as a result of this solicitation must be maintain for at least twelve (12) months from the date of bid submission, unless an increase in length is noted in the specification section of this solicitation.

# 2.9. Wages and Salaries

Prevailing Wage State Rates would be applicable for this solicitation. See attachments.

- A. Salary rates and the classification of employees shall be as specified in the Solicitation Documents.
- B. The rate of pay set forth in the Solicitation Documents is the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (*e.g.* the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

Wages. Salary rates and the classification of employees shall be as specified in the Solicitation Documents and Contract Documents. The rates of pay set forth in the Solicitation Documents are the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of workday and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

#### 2.10. MBE/WBE Sub-Contractor Utilization

- A. Good Faith Efforts Bidders must objectively demonstrate to the City positive efforts to meet the City's 125% goal for the use of minority and women-owned small businesses ("Targeted Enterprises") in the project.
- B. The Sub-Contractor Utilization ordinance can be found in Section 12 ¼ of the City of New Haven's Code. Please review for further details.

# 2.11. Equal Employment Opportunity

A. A pre-award conference concerning equal employment opportunity compliance by the Awardee will be scheduled the week prior to the City's authorizing the award. The contractor will receive forms and other documentation that must be completed and returned to the City prior to the date of the pre-award conference. The Contractor's Affirmative Action/Equal Opportunity compliance report will represent the major focus of discussion at the pre-award conference. The contractor is responsible for satisfying the affirmative action/equal opportunity provisions as set forth in or referred to in these Solicitation Documents.

- B. Any proposed subcontract under this Contract must submit a certification regarding Equal Employment Opportunity, similar to that submitted by the Respondent. Approval of the subcontractor award cannot be given by the owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.
- C. Although the Respondent is not required to attach such certification by proposed subcontractors to its Response, the Respondent is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
- D. The Equal Employment Opportunity ordinance can be found in Section 12 ½ of the City of New Haven's Code. Please review for further details

# 2.12. Apprentice Hiring

- A. For construction projects with a minimum estimated value of \$500,000, Apprentice Hiring is required;
  - 1. The contractor shall be affiliated with a state certified apprenticeship program for each apprentice trade or occupation representing its workforce
  - 2. A minimum of fifteen (15) percent of the workforce by trade employed by contractors on any and all city contracts subject to the requirements of this section shall be apprentice and, of this number, a minimum of fifty (50) percent shall be in the first year of apprenticeship training
- B. The Equal Employment Opportunity ordinance can be found in Section 12 ½ of the City of New Haven's Code. Please review for further details.

#### 2.13. Construction Related Permits

The contractor is responsible for all fees associated with Permits.

#### 2.14. Alternate Bids

No alternate responses will be considered unless alternate responses are specifically requested by the City.

#### 2.15. Calculation Sheet

- A. The Fillable Calculation sheet is located on the <u>Town's e-Procurement Portal</u> with the other applicable solicitation submission documents.
- B. A brand name, model number or other designation that identifies the product of a manufacturer may be indicated. Other brands will be considered, provided they meet the quality standards of the brands listed within. Product literature, i.e. (M.S.D.S.) must accompany any substituted product with your submission.

#### 2.16. Solicitation Process and Submission

A. Solicitation Process

- 1. **Early Submittal of Digital Responses** Responses received prior to the advertised hour of closing are kept sealed on the City's e-Procurement Portal.
- 2. Solicitation Closing At the time fixed for the submission deadline of responses, the City will open the Digital Response received by the submission deadline utilizing the City's e-Procurement Portal. Pricing information will be available publicly and can be accessed at: <a href="https://procurement.opengov.com/portal/newhavenct/projects/131043">https://procurement.opengov.com/portal/newhavenct/projects/131043</a> in the "Results" tab. Respondents and other interested parties can visit the City's e-Procurement Portal for the list of respondents and their respective pricing information. To receive notifications regarding the pricing results, interested parties must click on "Follow" on the Public Solicitation Portal.
- 3. **Late Submittals** with the advent of complete digital bidding, no submission will be accepted after the closing date and time.
- 4. **Withdrawal of Responses** Responses may be withdrawn by you prior to the submission deadline of responses by you retracting your digital response submission.
- 5. **Response Rejections** The City reserves the right to reject any and all responses which do not meet the requirements of a lowest qualified responsible Respondent. Some reasons for rejection include, *but are not limited to*: altered or qualified Calculation Sheet, a non-Web based Calculation Sheet, non-conforming Bid Bonds, incomplete or erroneous paperwork. Unbalanced High or Low Unit Pricing, and/or not habitually performing with the Bidder's own forces.
- 6. **Solicitation Rejection Notification** Should the City reject a response for any reason, the Submitter shall be notified. In case of such rejection, the City will return the Bid Bonds to the Respondent(s). No other part of a Respondent's Submission will be returned.

#### **B.** Solicitation Submission

- 1. **Electronic/digital Submissions** Follow instruction on the portal for bid submission all required forms are indicated as such.
- 2. Each solicitation response must be submitted in the prescribed format. All blank spaces must be filled in as noted. Responses must give the prices in numerical figures. No changes shall be made to the City's documents for any reason.
- 3. The **Respondent** shall sign their Response in the blank space provided for this purpose. If the solicitation response is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated and the Response Submission must be acknowledged by a corporate officer as applicable. Any partner of corporate stockholder owning 25% or more of the business shall also be disclosed.
- 4. The City may consider any Submission not prepared and submitted in accordance with the provisions hereof, and may, at its option, waive any informalities.

5. No Respondent may withdraw a submission within one hundred twenty (120) days after the actual date of the opening thereof.

#### 2.17. Solicitation Protest

- A. Any Solicitation protest must be submitted in writing. Respondents may file a written protest of the Solicitation results with the City's Purchasing Agent, within 48 hours of the posting of the Solicitation results on the City Website.
- B. A protest must be submitted via email, <u>purchasing@newhavenct.gov</u>, or Fax, 203-946-8206.
- C. The City will acknowledge receipt of written protest. If the Purchasing Agent or representative has not acknowledged receipt of the protest by the close of business on the following day, please contact the Bureau of Purchases at 203-946-8201 or by Fax at 203-946-8206.

#### 2.18. Award of Contract

- A. No contract shall be awarded to any contractor, if the entity, or any owner, officer or director thereof is delinquent in any tax or other financial obligation to the city, including, without limitation, a current or ongoing contract dispute concerning performance under an agreement with the municipal government if, in the opinion of the Corporation Counsel, the current or ongoing contract dispute is related to the requirements of the solicitation. The fact that any other entity of which the owner or principal of any contractor is an officer or director is delinquent in the payment of any tax or other financial obligation to the city, shall be a negative factor in the selection or award of such contractor until such obligation is settled.
- B. The City will endeavor to award a contract for this Solicitation within one hundred and twenty (120) days after the date of the Solicitation opening. All Respondents acknowledge their Response submittal will be valid for the duration of the one hundred and twenty (120) days timeframe.
- C. The City reserves the right to separately Solicitation or secure pricing from additional contractors that may relate to the goods and/or services in the instant Solicitation, whether or not such goods and/or services are additional to the quantities stated in the instant Solicitation.
- D. The City of New Haven reserves the right to award one or more contracts as a result of this solicitation.
- E. The City will not award to any contractor who is ineligible under any of applicable regulations issued by the Secretary of Labor and United States Department of Labor.
- F. The City will not award to any contractor who is not qualified under applicable State and local laws and regulations.
- G. Without limiting the generalities of the foregoing, a contractor will be deemed ineligible if they are not current with any taxes or other outstanding obligations to the City of New Haven.

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- H. Should a Contract be awarded, it will be awarded by the City to the lowest responsible qualified Respondent based on the lowest Base Bid.
- I. Availability of funds The awarding of all contracts is contingent upon the availability of appropriate funds. If funding is not available at the time of award and/or execution of the contract the City reserves the right to cancel the Solicitation.
- J. All Bid Bonds will be returned to all Respondents upon the execution of the contract documents to the awarded Respondent.
- K. Certificate of Insurance must be email to **project manager** (see award notice) and to NHpurchasingCOI@newhavenct.gov

#### 2.19. Execution of Contract

- A. In executing the Agreement, the Awardee will be required to reaffirm and restate all representations made in its Response Submission.
- B. After the notice of award and within ten (10) days after the prescribed forms are presented for signature, the Awardee shall execute and deliver to the City the Agreement in the form included in the Contract Documents, in such number of copies as the City shall require.
- C. The failure of the Awardee to execute such Agreement, pay any taxes due, to supply the required bonds or submit the Certificate of Insurance, all within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City grants based upon reasons determined sufficient by the City, shall constitute a default and the City reserves the right to any remedies available at law or in equity including pursuit of Bid Bond. The City may either award the Contract to the next lowest responsible Respondent or re-advertise the Solicitation.
- D. Performance Labor and Material Bonds (see Project Summary for applicability)Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Respondent shall, within the period specified in paragraph "A" above, furnish a bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Solicitation Documents and shall bear the same date, or a date after that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the City, authorized and qualified to do business in the State of Connecticut, and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.
- E. Commencement of Work The City will not be responsible for payment of any work performed or materials supplied by the successful respondent before the Contractor receives a fully executed

agreement unless an emergency situation has been declared by a City employee duly empowered to do so, and the vendor receives written authorization from this individual to proceed. Note: Responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency

#### 2.20. Notice to Proceed

Once a contract is executed the City department responsible for requesting the work will issue a Notice to Proceed.

# 2.21. No Purchase Order – No Payment Policy

https://www.newhavenct.gov/government/departments-divisions/purchasing-division/no-po-no-pay-policy

The City of New Haven has implemented a 'No Purchase Order, No Payment Policy' effective July 1, 2019 to reduce cost overruns, unauthorized work, while automating the steps for payment of invoices. This means that without an official Purchase Order number and/or enough unencumbered funds available, payment of supplier invoices will be rejected or significantly delayed until the change order or adjustments can be processed and approved.

This policy aims to ensure that:

- A. All spend shall be supported by an authorized PO prior to requesting the provision of goods/services.
- B. Efficient processes are implemented so that goods are delivered when required.
- C. The recipient of the goods shall receipt in Munis as soon as the goods are delivered/services performed (i.e. not upon receipt of the invoice);
- D. Cost control is effective and therefore:
- E. all expenditure incurred by the City of New Haven is valid and appropriately authorized; and
- F. minimizing transactional costs associated with payment for goods and services.

# 2.22. Electronic Invoice Policy

https://www.newhavenct.gov/government/departments-divisions/purchasing-division/e-invoicing-policy

# 2.23. Payment Policy

https://www.newhavenct.gov/government/departments-divisions/purchasing-division/payment-policy

# 3. Project Details

# 3.1. Bid Specifications

## 3.1.1. NOTICE TO CONTRACTORS - PERMIT REQUIREMENTS

The below permits have been obtained by the City for this project. Each permit has been attached and the Contractor is responsible for reviewing the permit documents to maintain compliance during construction activities. Efforts by the Contractor to be in regulatory compliance, abide by the permit requirements, or make corrective action due to permit restrictions will not be considered for extra costs.

The list of permits and associated conditions below is meant to provide enough information for bidding purposes, it is not intended to be a full or comprehensive summary of the permit requirements.

DEEP FISHERIES - The West River supports runs of diadromous (migratory) fish including Alewife,
Blueback Herring, American Eel, and Sea Lamprey. To protect these fish during their spring migration
all in-water work, both confined and unconfined should be prohibited from April 1 to June 30, inclusive.
This prohibition should include the installation and removal of water control structures such as
cofferdams.

#### DEEP CERTIFICATE OF PERMISSION -

<u>Time-of-Year Restrictions:</u> Work authorized herein is prohibited between April 1st and June 30th, inclusive, of any year in order to protect migration of diadromous fish in the area unless otherwise authorized in writing by the Commissioner.

<u>Dewatering License:</u> Prior to the commencement of the work authorized herein, the Licensee shall obtain any appropriate license for dewatering pursuant to CGS section 22a-430

#### or 22a-6k. Exempt per section 3d of GP

<u>Debris Capture and Relocation:</u> Prior to the commencement of activities within a cofferdam, a tarp shall be placed below the work area to catch all debris. The tarp and any debris shall be removed prior to tidal water exposure. Upon work completion, the tarp and any debris shall be removed to an upland site approved for the disposal of such waste material, as applicable.

<u>Final Construction Methodology:</u> No later than 60 days prior to work commencement, the Licensee shall submit to DEEP.LWRDRegulatory@ct.gov, a detailed construction methodology, including cofferdam installation and water handling, for the Commissioner's review and written approval.

<u>Land Record Filing:</u> The City is responsible for filing this COP on the land record and providing a copy to DEEP.

<u>Work Commencement:</u> The City shall send a work commencement form to DEEP two weeks prior to the start of construction activities, and a notification of water diversion two weeks prior to installation of the cofferdam.

<u>Permit Posting:</u> The Contractor shall hold a copy of the permit, and post the first page of the license in a conspicuous place at the worksite.

<u>Unconfined Instream Work:</u> Unless otherwise noted in a condition of the license, the following conditions apply to projects in non-coastal waters:

Unconfined instream work is limited to the period June 1 through September 30. Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year. The removal of such confinement devices is allowed any time of the year. Once a work area has been confined, in-water work within the confined area is allowed any time of the year. The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.

<u>Compliance Certifications:</u> Within 90 days of project completion a compliance certification must be sent to DEEP.

New Haven Coastal Site Plan and Inland Wetland Review <u>Land Record Filing:</u> The City is responsible for filing this permit on the land record and providing a copy to City Plan Dept.

<u>Disposal and Decontamination:</u> The Applicant shall coordinate with their Contractor a plan for disposal of all spoils and organic debris to an approved disposal facility and a decontamination process for all equipment leaving the site in order to separate invasive plant material (if present), particularly Japanese Knotweed, from any material that is to be moved offsite.

#### 3.1.2. NOTICE TO CONTRACTOR - CITY TREES

Trees identified in the project plans for removal or trimming have already been approved by the City Tree Warden and/or City Plan Commission. The Contractor must take measures to protect all other trees within and adjacent to the project site. If need arises to remove or cut back a tree not identified by project plans the contractor must request in writing an opinion from the City Tree Warden.

## 3.1.3. Clearing and Grubbing

Contractor may not remove any trees unless noted on plans or given written permission from City tree warden. Minor branch trimming for crane swing may be performed with express permission from Engineering and Park's Dept. representatives. Contractor is responsible for removal of any vegetation that would otherwise inhibit work, and restoration of the site at the conclusion of work. Contractor should include in this price the removal and disposal of any debris within the waterway adjacent to the bridge. Wetland seeding and landscape plantings will be paid for elsewhere.

Work for clearing, grubbing, and site restoration shall be paid from this item as a lump sum, in two 50% increments after initial clearing, and after restoration/demobilization.

# 3.1.4. Control and Decontamination of Invasives

Contractor will be responsible for submitting and following control plan to decontaminate equipment before it leaves the site, and disposing of all invasive species of plant (Japanese Knotweed, or phragmites) species intermingled with excavation spoils at an approved facility. The disposal facility must acknowledge the contaminates within the spoils and issue tickets confirming receipt and chain of custody. The decontamination may consist of pressure washing and collection onsite, a riprap or mulch anti-tracking pad on a filter fabric base, or other physical devices to aggravate and remove or otherwise protect construction equipment from invasive materials.

Work shall include submittal, all materials, labor and equipment necessary to install and maintain the decontamination measures throughout the duration of the project, and clean up/restoration necessary to return the area to original conditions.

This work will be paid for at the contract lump sum price distributed as equal installments over the duration of the project.

#### 3.1.5. COFFERDAM

Contractor is to provide plan and details for cofferdam within river banks for work zone. At a minimum cofferdam must extend to limits shown on sheet S&E and be sized to overtop normal water height by one foot (elevation 4). Cofferdam and S&E controls must be checked and reestablished/maintained within 24 hours of any perception event. Contractor must include in this price all work associated with designing, procuring, installing and maintaining cofferdam, as well as turbidity curtain, pipe extension, and any dewatering necessary. Cofferdam and dewatering plan (narrative with necessary details, materials, plan sheets) must be submit for approval by the City and DEEP.

This work will be paid for at the contract lump sum price distributed as equal installments over duration of the project.

#### 3.1.6. DEMOLISH PIER TO 2' BELOW MUDLINE

Contractor must submit demolition plan with staging and access for approval by City and DEEP. All debris materials shall be the responsibility of the contractor to remove and dispose. No heavy equipment may enter the waterway, contractor is to use jackhammer, demo saw, or other means to breakdown pier for removal. All rubble must be continuously removed, contractor must ensure no debris enter waterway. Contractor is to fill void 2' into grade left by pier with natural streambed material and/or clean well graded stone.

This work will be paid for at the contract lump sum price after removal of the pier has been completed.

#### 3.1.7. DEMOLISH EXISTING BRIDGE SUPERSTRUCTURE

Remove bridge superstructure, decking, baseplates, and cut anchor bolts flush with abutment concrete and coat exposed anchor bolt end with zinc spray. Submit for approval narrative for removal of the superstructure, and product information for anticorrosion spray over cut anchor bolts. Care must be taken not to damage the existing abutments beyond what is detailed in sheets for demolition. After removal of the superstructure contractor is to take it offsite immediately for disposal.

This work will be paid for at the contract lump sum price after removal of the superstructure has been completed.

#### 3.1.8. REBUILD MASONRY PIPE OUTFALL

Contractor is responsible for visiting site prior to bid and taking into account current state of masonry wall, and available materials for reuse. Contractor may reuse existing stones or furnish new similar stones for work. Existing wall and penetration may be rebuilt in-kind or a new concrete pipe extension placed with interlocking rock placed over and around it. Type S mortar shall be used for masonry work. Contractor should include in their price furnishing 8' of precast 12" DIA RCP to be used if necessary to replace existing damage pipe directly behind outfall. Contractor may phase this work during dry periods, or pump to bypass upflow of the outfall.

This work will be paid for at the contract lump sum price after completion of the outfall.

#### 3.1.9. REPOINT WINGWALLS

Engineer will mark out areas for repointing. Joints must be cleaned and raked to a minimum depth of 3 inches, or until all lose materials have been removed. Contractor must collect and remove mortar debris. Mortar must type S and be used within 1 hour of mix.

This work will be measured and paid for by the Square Foot of exposed area of wingwall repointed and accepted by the engineer.

#### *3.1.10. ABUTMENTS*

Price for abutments must include all excavation, backfill, furnishing and installation of materials and details shown on sheet S, layout for elevation and geometry of bridge, granite backwall, and asphalt path tie-in. Contractor must submit material certifications and cut sheets for all materials used. Contractor must submit mix design for CIP work, and source of materials for precast blocks. Contractor must call for inspection prior to placing precast blocks, and once abutment dowels/reinforcement is installed before pour.

This work will be paid for at the contract lump sum price after completion of the abutments.

#### 3.1.11. PRE-FABRICATED BRIDGE

See notes on sheet S for design requirements for the pedestrian bridge. Contractor must submit stamped and sealed calculations and shop drawings for pedestrian bridge. Price for pre-fabricated bridge must include material and equipment to deliver, lift, and set bridge on abutments with anchor bolts, and staining of the wood deck after pressure treatment has dried.

This work will be paid for at the contract lump sum price after superstructure work has been completed.

#### 3.1.12. LANDSCAPING TREES

Contractor must provide source of trees and provide Chief Landscape Architect an opportunity to see and approve of the species prior to bringing them onsite. Include in this item all excavation, furnishing, planting, and provide a one-year warranty on the trees.

This work will be paid for at the contract price by each tree species planted and accepted by the engineer.

#### 3.1.13. WETLAND SEEDING

Seed mix is provided on landscaping sheet PLNT. Chief Landscape Architect will delineate areas for wetland seeding, contractor must provide seed mix, and source prior to furnishing. Area must be prepared by scarification and/or roto-tilled to six inch depth and seed spread per nursery's recommendations.

This work will be paid for at the contract Square Yard price of seeded land accepted by the engineer.

#### 3.2. Calculation Sheet

- A. The City reserves the right to award separate items to separate bidders. Bidders may indicate exceptions to this.
- B. All Quantities are estimated. Award of contract will depend upon availability of funds.
- C. Prices shall not include sales tax, excise taxes, or any other taxes for which the City is not liable. The City will execute any necessary exemption certificates.

- D. Total Price is calculated by multiplying the (unit price \* estimated quantity), the calculated amount will be the amount of your bid.
- E. You must enter a currency value in the Unit Pricing column, unless you are not bidding on a commodity item, If vendors are not required to supply pricing a "no bid' column has been enabled on the pricing table. For a Construction or a Service project a currency value of "0" is not valid in the unit pricing column.
- F. Do not alter or amend this calculation sheet in any way, (including but not limited to footnotes, asterisks, or any other commentary). Complete the form as it is presented, if alter your bid will be rejected. If you need to make a change you must contact the Bureau of Purchases prior to submittal and we will evaluate the need and if warranted will issue an addendum.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CLEARING AND GRUBBING	1	LS		
2	CONTROL AND DECONTAMINATION OF INVASIVES	1	LS		
3	COFFERDAM	1	LS		
4	DEWATERING RECEPTACLE - INSTALL, MAINTAIN, REMOVE	1	LS		
5	DEMOLISH PIER TO 2' BELOW MUDLINE	1	LS		
6	DEMOLISH EXISTING BRIDGE SUPERSTRUCTURE	1	LS		
7	REBUILD MASONRY PIPE OUTFALL	1	LS		
8	REPOINT WINGWALLS	100	SF		
9	ABUTMENTS	1	LS		
10	PREFABRICATED BRIDGE	1	LS		
11	AMELANCHIER CANADENSIS - 3 GAL	1	EA		
12	BETULA POPULIFOLIA - 3 GAL	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	PINUS RIGIDA - 3 GAL	1	EA		
14	PRUNUS MARITIMA - 3 GAL	1	EA		
15	QUERCUS ALBA - 3 GAL	1	EA		
16	QUERCUS STELLATA - 3 GAL	1	EA		
17	WETLAND SEEDING	25	SY		
TOTAL					

# 3.3. Response Submittals

#### 1. City Forms Signature Sheet\*

You are required to complete the following DocuSign form. Please download the below document, complete and have notarized. An online notarization option will be provided for you when responding.

#### Click here to go to the form

#### 2. DISCLOSURE & CERTIFICATION AFFIDAVIT\*

You are required to complete the following DocuSign form. Please download the below document, complete and have notarized. An online notarization option will be provided for you when responding.

#### Click here to go to the form

## 3. Current Workforce Certificate\*

Please download the below documents, complete, and upload.

• Current\_Workforce\_Certifica...

## 4. PPP - Priority Payment Program Application\*

Please download the below documents, complete, and upload.

Priority\_Payment\_Program.pdf

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

## 5. Would you be submitting the Bid Bond via Surety 2000?\*

Select "No" if you are submitting a Bid Bond utilizing City Bonding Document.

□ Yes	Note: Labor, Material and Performance Bond valued a 100% of the contract amount will be required of award rendor.	ded
	□ Yes □ No	

\*Response required

When equals "Yes"

5.1. Surety 2000 Bid Bond\*

Please enter your Bid Bond information from Surety2000 below.

Note: Labor, Material and Performance Bond valued a 100% of the contract amount will be required of awarded vendor.

\*Response required

When equals "No"

5.2. Bid Bond\*

Please download the below documents, complete, and upload.

• <u>7-Bonds\_Packet2019.pdf</u>

# 6. Statement of Qualifications for City

#### **Statement of Qualifications:**

Each solicitation response shall include a Statement of Qualifications in the format provided in this Solicitation upon stationary of the responding entity.

All questions must be answered, and the data given must be clear and comprehensive. The respondent may submit any additional information he/she desires.

- 6.1. Permanent Main Office Address\*
- \*Response required
- 6.2. When Organized\*
- \*Response required
- 6.3. Legal form of ownership. If a corporation, where incorporated.\*
- \*Response required
- 6.4. How many years have you been engaged in services, under your present name?\*
- \*Response required

<sup>\*</sup>Response required

New Haven maintains a standardized set of contractual terms and conditions that are not subject to terms and conditions outlined in this document. \*

By submitting a response to this solicitation, you acknowledge and accept this requirement as a condition of award.

☐ Please confirm

<sup>\*</sup>Response required