

INFORMATION FOR BIDDERS

1. **RECEIPT AND OPENING OF BIDS** - The Brookfield Water Pollution Control Authority (hereafter called the "Authority" or the "Owner") will receive sealed bids for "777 Pump Station, Contract 2026-01" at the office of the Brookfield Water Pollution Control Authority, 53A Commerce Road, Brookfield, CT. until 11:00 AM local time on Friday September 11, 2026 at which time they will be opened and announced.

Proposals shall be enclosed in opaque sealed envelopes plainly marked "777 Pump Station Contract 2026-01", with the name and address of the bidder.

No bids will be received by mail.

2. **CONTRACT DOCUMENTS** - Contract Documents may be examined at the office of the Brookfield Water Pollution Control Authority, 53A Commerce Road, Brookfield, CT. 06804 or at the office of Langan Engineering and Environmental Services, Inc. (hereinafter called the "Engineer"), 1 North Broadway – Suite 910, White Plains, New York 10601 (Tel. 914-323-7400). Copies may be obtained at said offices upon payment of \$100.00 for each set, with checks made payable to Brookfield Water Pollution Control Authority. Contract Documents may be obtained by mail upon payment of an additional \$15.00 for postage and handling. Refunds will not be granted.

3. **DESCRIPTION OF WORK** – The work covered under this contract includes the installation of a turnkey packaged pump station with valve pit and associated appurtenances. The existing pump station wet well and valve pit will be removed. Electrical improvements / upgrades associated with the packaged pump station shall be coordinated with the manufacturer. Site electrical and mechanical improvements, included rerouted conduits, and a proposed generator are included within the proposed work. The project will include dewatering and a temporary sewer bypass. The project also includes removal of the existing propane tank and generator, to be replaced with a diesel generator. Additionally, the existing oversized manhole structure inlet will be retrofitted with a grinder.

4. **ADDENDA AND INTERPRETATIONS** - No interpretations of the meaning of the Contract Documents will be made to any prospective bidder orally. Every request for such interpretation should be in writing addressed to Langan Engineering and Environmental Services, Inc., One North Broadway – Suite 910, White Plains, New York 10601, and to be given consideration must be received on or before the end of the business day on Friday August 21, 2026 via email or regular mail. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents which will be emailed with return receipt to all prospective bidders (at the respective email address furnished for such purposes) not later than the end of the business day on Friday September 4, 2026. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

5. **OBLIGATION OF BIDDER** - Each bidder must inform himself fully of the conditions relating to the construction and the labor provisions under which the work will be performed; failure to

do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Bidders are notified that it is obligatory upon them to obtain by their own means information which they may require as to the existing physical condition, and in particular as to subsurface and ground water conditions. The Owner will make available to the bidder all information obtained by investigations prior to the bid openings, but makes no guarantee with respect to the accuracy of such information, and each bidder in bidding represents that he relies exclusively upon his own investigations, and he makes his bid with a full knowledge of all conditions, and the kinds, quality, and quantity of work required.

6. SUBSURFACE UTILITIES - The approximate locations of certain existing subsurface pipes and structures are indicated on the drawings. The Owner does not guarantee that the locations and/or depths of such utilities are even approximately correct. Contractor must contact "Call Before You Dig" 1-800-922-4455, or 203-281-5435. In addition, the contractor is obligated to retain the services of a qualified utility locator company to have all existing utilities located on the project site. Refer to item 16 of "Information for Bidders."

7. INFORMATION NOT GUARANTEED - All information given on the drawings, or in the Contract Documents, relative to the existing utilities, existing pipes and other structures is from the best sources at present available to the Owner. All such information and the drawings of existing construction are furnished only for the convenience of bidders.

It is understood and agreed that the Owner does not warrant or guarantee that the materials, conditions, and pipes or other structures encountered during construction will be the same as those indicated by the boring samples or by the information given on the drawings. The bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It is understood and agreed that the bidder or the Contractor will not use any of the information made available to him, or obtained in any examination made by him, in any manner as a basis or ground for claim or demand of any nature against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work.

8. PREPARATION OF PROPOSAL - Proposals must be submitted on the prescribed form. All blank spaces for unit prices, extended totals, and summations must be filled in, in ink or typewritten, in both words and figures. The bidder must sign the bid, and give his title and business address. All forms attached to the Proposal shall be completed by the bidder and submitted with the bid as well as any other documentation requested by these bid documents and required by law.

9. **ERRORS IN BID** - In the event there is a discrepancy between the unit prices (if any) and the extended totals, the unit price shall govern. In the event there is a discrepancy between prices written in words and written in figures, the prices written in words shall govern. In case of error in the bidder's extended summation, the computed total of the Engineer shall govern. If an error in any bid item is obvious, and is corroborated by extensions or additions, the Owner may make the appropriate correction and accept the bid.

10. **APPROXIMATE QUANTITIES** - The quantities given in the Proposal are approximate only, being given as a basis for the uniform comparison of bids, and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith.

11. **BIDDERS TO CHECK APPROXIMATE QUANTITIES** - Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and the accuracy of the estimate of the Engineer, and shall not, at any time after the submission of a bid, dispute or complain of such statement or estimate of the Engineer, nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

12. **PRICES NOT CHANGED BY CHANGE OF QUANTITIES** - An increase or decrease in the quantities listed in the Proposal for any item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work, except as provided in the Contract. The Owner reserves the right to delete portions of the work, or to add to the work, as it deems necessary, and such changes shall be based upon the unit prices bid or upon reasonable prices established by the Engineer.

13. **INFORMAL BIDS** - The Owner may reject as informal, bids which are incomplete, conditional, or obscure, or which contain additions not called for, erasures not properly initialed, alterations or irregularities of any kind, or the Owner may waive such informalities.

14. **INTENT OF CONTRACT DOCUMENTS** - The intent of the Contract Documents is to obtain a complete job, satisfactory to the Owner and the Engineer. It shall be understood that the bidder is cognizant of the full requirements of the Contract, and has based his Proposal upon such understanding. Compensation for all work and materials required to complete the Contract shall be considered included in the price bid in the Proposal.

15. **RIGHT TO ACCEPT OR REJECT BIDS** - The Owner reserves the right to select the lowest responsive and responsible bid, to waive any informalities in the bids, to reject any or all bids, and to make its awards in the best interests of the Town of Brookfield. Conditional bids may be rejected.

16. **LOCATING UTILITIES** - The Contractor shall obtain advance information on the vertical and horizontal location of all utilities, structures, or other facilities located within the project area. Such information shall be obtained from utility mark-outs, test pits, or pipe locating devices, and the obtaining of such information is exclusively the Contractor's responsibility. Any conflicts must be reported to the Engineer sufficiently in advance of the work schedule to avoid delays or extra work. The cost of obtaining such advance information shall be included in the prices bid for the various items of work.

17. **BID SECURITY** - Each bid must be accompanied by a cashier's check, a certified check of the bidder or a bid bond issued by a surety company licensed to issue such bonds in the State of Connecticut in the amount of five percent (5%) of the amount of the bid, drawn to the benefit of the Brookfield Water Pollution Control Authority. Such checks will be returned to all except the three lowest responsive bidders within three days after the opening of bids. The remaining checks will be returned to the three lowest bidders within 48 hours after the Owner and the accepted bidder have executed the Contract, or if no Contract has been so executed, within 120 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Bid bonds will not be returned, except on written request.

18. **CONSENT OF SURETY/SURETY GUARANTEE** - In addition to the checks or bid bonds for bid security, each bid must be accompanied by a guaranty from a surety company, qualified and authorized to do business in this State, and having an A.M. Best & Co. rating of at least A-minus, agreeing to furnish Performance and Payment Bonds, each in the full amount of the contract price in the event of award of Contract.

19. **QUALIFICATION OF BIDDER** - The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy the Owner that such bidder is properly qualified and/or financially capable to carry out the obligations of the contract and to complete the work contemplated therein within the time limit stipulated. The bidder shall submit evidence of successful performance of at least three projects of a similar scope and dollar volume within the last three years.

20. **WITHDRAWAL OF BIDS** - Upon proper request and identification, a bidder may withdraw his bid prior to the scheduled time for the opening thereof. However, no bid may be withdrawn after the first bid has been opened and thereafter not for a period of 120 days after the date of the opening thereof.

21. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT** - The successful bidder, upon his failure or refusal to execute and deliver the Contract and the required Performance and Payment Bonds within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner as liquidated damages for such failure or refusal, the security deposited with his bid.

22. **CONTRACT BONDS AND INSURANCE** - Simultaneously with his delivery of the executed Contract, the successful bidder must deliver to the Owner Performance and Payment (labor and materials) bonds, each in the amount of one hundred percent (100%) of the accepted bid, as security for the faithful performance of his Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith; prepared in a form acceptable to the Owner (see forms attached) and having as security thereon such surety company or companies as are acceptable to the Owner and as are authorized to transact business in this

State, and having an A.M. Best & Co. rating of at least A-minus. The bonds shall comply with Section 49-41 et seq. of the Connecticut General Statutes.

Simultaneously with the delivery of the executed contract, the successful bidder must deliver approvable insurance certifications, as specified in Article 8 of the General Conditions.

The Contractor shall obtain and pay for, and shall provide proof of insurance for the types and limits of insurance as more particularly specified in Article 8 for the General Conditions.

23. EXECUTION OF CONTRACT - The bidder to whom the contract is awarded will be required to furnish the Contract Bonds duly executed by a satisfactory surety (as defined above), and to execute the contract within the time limit stated in the Proposal after notification that the contract is ready for signature.

24. POWER OF ATTORNEY - Attorneys-in-fact who sign Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

25. TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The bidder to whom the contract is awarded must agree to commence work within 10 calendar days from the date of receipt of written notice to proceed from the Owner, and shall substantially complete the work in all respects except for maintenance and placement of permanent pavement within 270 consecutive calendar days following the service of said notice. Liquidated damages for late completion shall be as stipulated in the Contract.

26. LAWS AND REGULATIONS - This contract will be governed by the laws of the State of Connecticut. The attention of the bidder is specifically directed to the provisions of the General Conditions relative to laws and ordinances, State Labor Standards, Non-discrimination Provisions and Safety Provisions.

27. NON-DISCRIMINATION IN EMPLOYMENT - Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices. The Contractor must comply with all applicable State, Federal and Local statutes dealing with non-discriminatory practices.

The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, except in the case of a bona fide occupational qualification or need, without regard to their race, color, religious creed, age, sex, sexual orientation, marital status, national origin, mental retardation, learning disability, or physical disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor shall post in conspicuous places and make available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, age, sex, sexual orientation, marital status, national origin, mental retardation, or physical disability.

The Contractor shall incorporate the requirements of this paragraph in all subcontracts for Work performed under this Agreement.

28. WAGE RATES - Where the project is for new public works construction greater than \$1,000,000 or where repair / rehabilitation work is greater than \$100,000, the Contractor must abide by State Wage Rates as published by Department of Labor in accordance with Connecticut General Statute Sec. 31-53(g).

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-53 (h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town where the work is being performed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages, the amount of payment or contribution for his classification on each pay day.

Prevailing Wage Rates. Please note: The regulations require that the Authority contact the Labor Commissioner at least 10 days, but not more than 20 days, before the contract is to be advertised to ascertain the proper prevailing wage. Normally, the applicable prevailing wage rate is either included with the bid documents or is added to the bid documents as an Addendum prior to the opening of bids. In this way all bidders are operating off of the same wage rates and the wage rates become a part of the contract documents.

29. OVERTIME AND HOLIDAY WORK - Bidders are advised that all bids are to be premised on the assumption that work will be performed during regular working hours, from 7 AM to 6 PM, Monday to Friday. Where overtime (after 6 PM), work on holidays, or work on weekends, is required, written permission must be obtained from the Owner or its delegated officials. The Contractor shall not be entitled to additional compensation for work outside regular working hours. Also note that required working hours, when construction is along state roads, shall meet the State Department of Transportation requirements.

30. TRAFFIC CONTROL - A Traffic Control Plan with advance notification, signage, temporary barricades, warning lights, cones, barriers, etc. must be submitted to the Town of Brookfield Police Department for approval, as required. The cost of traffic controllers must be included in the prices bid. Also as per DOT requirements the work performed on state roads will be between the hours of 9:00 AM and 4:30 PM.

31. NON-COLLUSION; NO KICKBACKS - The Contractor warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no Commissioner or any employee of the Owner has any interest, financially or otherwise, in the Contractor's organization.

For breach or violation of this warranty, and without limiting any other remedies provided by law, the Owner shall have the right to terminate the Agreement without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

32. PAYMENTS TO SUBCONTRACTORS - The Contractor must comply with Section 49-41a (as more fully provided in Article 39 of the General Conditions) of the Connecticut General Statutes, as to payment to subcontractors.

33. USE OF LOCAL LABOR - In the employment of mechanics, laborers, and workers, in the performance of the Contract, the Contractor shall give preference to citizens who are, and continuously for six months prior to the contract date, have been residents of the Town of Brookfield; and if no such persons are available; then to residents of the State of Connecticut, if no such persons are available, then to residents of other States, in accordance with Section 31-52, and 31-53 of the Connecticut General Statutes.

34. SAFETY - Bidders are notified that the Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs necessary to the safe and proper performance of the work and that the Contractor shall be solely responsible for taking all necessary precautions to insure the safety of all employees, subcontractors and other persons, including the public, exposed to the contract work. The Contractor shall comply with all current safety requirements mandated by the Occupational Health and Safety Act (OSHA), the Connecticut Department of Transportation (DOT), and any other applicable State statutes.

In addition to any other indemnification provisions contained in the Contract Documents, the Contractor shall at all times indemnify and save harmless the Owner, the Town of Brookfield, The Water Pollution Control Authority, the Engineer, and their officers, agents and employees on account of and from any and all claims, damages, losses, judgments, worker's compensation payments, litigation expenses, and counsel fees arising out of injuries to any person (including death) or damage to property alleged to have been sustained by any person as a result of the acts, omissions, or neglect of the Contractor, its employees or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor shall further be liable to the Owner, the Town of Brookfield, the Engineer, and their officers, agents and employees for all attorneys' fees, costs and other expenses incurred by it or them in enforcing this indemnity provision, provided however, that the Contractor is found to be liable for injury as a result of any act, omission or neglect by it or its employees or subcontractors.

Neither action nor inaction on the part of the Engineer or Owner, or their representatives, shall make them responsible for safe conditions, or make them liable for bodily injury or property damage on this project.

35. STATE REQUIREMENTS - If needed, the Contractor must obtain a General Permit for the Discharge of Stormwater and Dewatering Waste waters from construction activities, as issued by the State Department of Energy and Environmental Protection.

36. INLAND WETLANDS COMMISSION REQUIREMENTS – BWPCA and/or the project engineer will submit to the inland wetlands commission to obtain a wetland permit for construction. The contractor shall provided supplemental information to the application as applicable including but not limited to construction sequencing and dewatering submittal.

37 BORING LOGS – Boring logs previously conducted on the site are included in Appendix A.

38. PAYMENT OF TAXES, CHARGES AND ASSESSMENTS - Each person who submits a bid shall be deemed to have agreed that the Owner may apply payments otherwise properly due to such person to the reduction of all real estate or personal property taxes and/or sewer charges and assessments (including interest, fees and penalties thereon) owed to the town or Owner by such person, which taxes are delinquent and have been so delinquent for a period of not less than one (1) year. Prior to making any payment to any person awarded the contract, the Owner shall ascertain from the Tax or Sewer Collector whether such person owes past due taxes on real or personal property or sewer charges or assessments and shall deduct from such payment the amount of taxes or charges (plus penalties, interest and fees thereon) which are delinquent and have been delinquent for a period of at least one (1) year as of the time of withholding.

39. EXEMPTION FROM TAXES - State and Local sales taxes on construction materials required for construction shall not be included in the bid. The Brookfield Water Pollution Control Authority is exempt from payment of State and Compensating Use Taxes of the State of Connecticut on all materials sold to it, or for the project pursuant to the provisions of the Contract Documents. The purchase by subcontractors of materials to be furnished pursuant to the provisions of the contract shall be a purchase for resale to the Contractor (either direct or through other subcontractors) and hence exempt from sales tax, regardless of the terms of the contract between the prime contractor and the subcontractor.

40. WIDTH OF OPERATIONS - The bidder's attention is directed to the width limitations for operations in various portions of the project.

During construction, the Contractor will be required to perform operations as follows:

- a) Where so indicated, no activities will be permitted outside the limits of disturbance. Work must be confined to in-line operation, unless otherwise authorized in writing.
- b) Limits of disturbance are to be clearly marked by silt fencing, or equivalent as shown on the drawings.
- c) Staging areas are to be established, in field consultation between the Contractor, the Engineer, and the WPCA representative. Such areas shall not exceed 2,000 sq. feet and are to be delineated by snow fencing.