

NEWTOWN PEDESTRIAN IMPROVEMENTS

NEWTOWN, CONNECTICUT

HONORABLE DANIEL C. ROSENTHAL, FIRST SELECTMAN

FINAL DESIGN

PROJECT MANUAL

FEDERAL AID PROJECT NO. 1096(109)

STATE PROJECT 96-202



June 2018

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Section 1

INVITATION TO BID

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NEWTOWN PEDESTRIAN IMPROVEMENTS

NEWTOWN, CONNECTICUT

Sealed bids for the Newtown Pedestrian Improvement State Project No. 96-202 will be received at the Office of the Finance Director until 11:00 A.M., January 18, 2019. Thereafter, bids will be opened in public and read aloud. No bids will be accepted after said date and time.

The Town of Newtown hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Prospective bidders shall examine the "Instructions to Bidders" and shall comply and conform strictly to the conditions and instructions contained therein.

Plans and Specifications may be obtained from the Finance Department at the Municipal Center 3 Primrose Street, Newtown, CT. Cost for the Bid Package is one hundred (100) dollars which will not be refunded. Any questions concerning the project should be directed to the Deputy Director of Planning Rob Sibley at 203-270-4351.

A Pre-Bid meeting will be held on Thursday, January 3, 2019 at 11AM in the Council Chambers at the Municipal Center, 3 Primrose Street, Newtown, CT.

Any requests for additional information, interpretations or clarifications of these Contract Documents by potential bidders shall be made in writing to the Land Use Department at the above mentioned address, no later than ten calendar days prior to the scheduled bid opening date. If determined to be necessary or required, addenda will be issued to all bidders who obtained documents.

The Town of Newtown reserves the right to accept any bid or part of bids, to reject any, all or any part of the bids, to waive any formalities or informalities in the bidding process and to award the bid deemed to be in the best interest of the Town.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed and the contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interference with any other contractor.

This contract is subject to State of Connecticut set-aside and contract compliance requirements.

Note: Surety Company Bond for ten percent (10%) of the amount of the bid, must

accompany each proposal; certified checks will not be accepted. The Town of Newtown reserves the right to reject any and all bids.

The bidder agrees that 12% of the awarded contract value shall be performed by Disadvantaged Business Enterprises (DBE) certified by the Connecticut Department of Transportation as a subcontractor or owner-operator of construction equipment. The successful bidder must indicate the DBEs it intends to utilize to achieve the above stated percentage prior to the award of the contract.

Section 2

INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS – NEWTOWN PEDESTRIAN IMPROVEMENT

1. INTRODUCTION

The Town of Newtown is soliciting bids for the above named project. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

Advertisement for Invitation to Bid – December 21, 2018
Pre-Bid Meeting – January 3, 2019, 11:00 A.M.
Public Bid Opening – January 18, 2019, 11:00 A.M.
Projected Commencement of Work – April 1, 2019
Required Completion Time – November 1, 2019 215 days

3. OBTAINING BID DOCUMENTS

Plans and Specifications and bidding documents may be obtained from the Finance Department, Newtown Town Hall, 3 Primrose Street, Newtown, Connecticut. Any questions should be directed to the Deputy Director of Planning Rob Sibley in the Land Use Department at 203-270-4351.

4. BID SUBMISSION INSTRUCTIONS

One (1) original bid and one (1) copy must be submitted in a sealed envelope clearly marked **Newtown Pedestrian Improvement**. If forwarded by mail or courier, the sealed envelope must be addressed to "Mr. Robert G. Tait, Finance Director, Town of Newtown, 3 Primrose Street, Newtown, CT 06470". Bids must be at the office of the Financial Director by 11:00 A.M. on January 18, 2019. Postmarks are not an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will not be accepted.

Ditto marks or words such as "SAME" on the Bid Form are not considered writing and must not be used.

All information must be submitted in ink or typed written. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.

Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after the bid(s) are opened.

Bids must be signed by an authorized person representing the legal entity of the bidder.

The inability to meet any specified requirement(s) must be stated in writing and attached to the Bid Form, or written on the Bid Form.

5. COST OF BIDDING DOCUMENTS

Cost for the Bid Package is one hundred (100) dollars which will not be refunded. Checks should be made out to the Town of Newtown.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each Bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project and has performed an on-site inspection of the work location. Failure or omission of the Bidder to receive or examine any information concerning this bid shall in no way relieve any Bidder from obligations with respect to their bid.

7. INTERPERTATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Newtown. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

8. TAX EXEMPTIONS

The Town of Newtown is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Finance Director prior to commencement of work, with the following:

- a) Liability limits for bodily injury and personal injury, \$2,000,000 per occurrence.
- b) Liability limits for property damage including that caused by motor vehicles, \$1,000,000.
- c) Contractual liability, \$1,000,000 per occurrence.
- d) Owner's protective liability, \$1,000,000 and property damage, \$1,000,000 per occurrence.
- e) Workers Compensation, as required by Connecticut State Statutes.
- f) The "Town of Newtown" is to appear as an additional insured on all Certificates of Insurance.
- g) All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut.
- h) All insurance may not be canceled or modified without sixty (60) days written notice by registered U.S. Mail to Chief Financial Officer, Town of Newtown, 3 Primrose Street, Newtown, Connecticut 06470.

10. BID BOND

Bidders are required to furnish a bid surety at the time the first bid is opened in the amount of ten (10) percent of the total amount of the bid. Surety Company Bond, on a form furnished by the Surety Company, for ten percent (10%) of the amount of the bid, must accompany each proposal, certified checks will not be accepted.

11. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this bid according to its provisions, the Contractor awarded this bid must provide to the Town of Newtown, at the Contractors expense, a performance bond and payment bond in the amount of one hundred (100) percent of the bid. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the, "Town of Newtown", and delivered to the Finance Department prior to commencement of work.

12. GUARANTEE

The Bidder awarded this bid shall guarantee all labor, material and workmanship for a period of one (1) year from the date of completion, as determined by the Town, as a condition of their performance bond. Five (5) percent of the total contract amount shall be retained by the Town of Newtown for the duration of the guarantee period, or until the work is fully accepted by the Town, whichever is later.

13. PERMITS

The Bidder is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees.

A State of Connecticut Department of Transportation Encroachment permit is required for work along South Main Street and Mile Hill Road.

14. FAIR EMPLOYMENT PRACTICES

The Bidder agrees not to discriminate against any employee or applicant for employment in the performance of this bid's work with respect to hire, tenure, terms, conditions or privileges of employment due to race, sex, age, religion, national origin or other condition prescribed by State or Federal law.

15. AWARDING THE BID

The Town of Newtown reserves the right to accept any bid or any part of bids, to reject any, all or any part of bids, to waive any formalities or informalities in the bidding process and to award the bid to the lowest responsible bidder.

16. SUBMITTALS

The Bidder shall, as soon as practicable, but not exceed seven (7) calendar days, after notification of selection for award of the bid, furnish to the Owner, in writing the following:

- a) Designation of the Work to be performed by the Contractors own forces.
- b) Names of the subcontractors, manufactures, products and suppliers of principal items of materials proposed for the work.
- c) Project work schedule.

17. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing by the bidder prior to the time fixed for the opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

18. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and comply with the terms and conditions of the specifications and all other Contract Documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the performance of the work in accordance with the Contract

19. ERRORS, INTERPRETATIONS AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the Specifications or other Contract Documents or should he be in doubt as to the meaning of the Specifications or other Contract Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the Contract Documents.

20. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action will be taken to prevent subsequent delay in subcontract awards.

21. EXECUTION OF CONTRACT

If notified of the acceptance of this proposal within the acceptance period of ninety (90) days, the bidder agrees to execute the contract and all related documents for this work within five (5) working days of the "Notice of Award".

22. TIME REQUIREMENTS

Time is a major factor for completion of this contract. All work must be completed within the time limitations (215 Days) stipulated in the Supplemental Conditions and as noted under Key Event Dates. A monetary penalty (\$1800/Day) as stipulated in the Supplemental Conditions will be imposed for work under this contract not completed within the aforementioned time period. Any change to the contract time should be resolved according to the stipulations in the General Conditions.

23. RIGHT OF THE TOWN TO TERMINATE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Town may serve written notice upon the Contractor of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the contract, unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the Contract shall, upon expiration of five days, cease and terminate. In the event of any such termination the Town shall immediately serve notice thereof upon the Contractor.

24. PAYMENTS

Monthly estimates and/or invoices shall be furnished to the Deputy Director Land Use/Town Engineer for verification and approval of the amount of work done and the amount earned by the Contractor. An amount of ninety five (95) percent of the estimate amount due, less any payments previously made and/or any monies to be held will be paid to the Contractor monthly. The balance will be retained by the Town until final completion of the work. Final payment will not be made until final completion and acceptance by the Town of all work covered by the contract. The Contractor agrees that he will indemnify and save the Town

harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees.

Section 3

PROPOSAL FORMS

Section 4

CONTRACT FORMS

Section 5

GENERAL CONDITIONS

Section 6

SUPPLEMENTAL CONDITIONS

Section 7

SPECIAL PROVISIONS