

LEGAL NOTICE

TOWN OF KILLINGWORTH, CONNECTICUT

REQUEST FOR PROPOSALS

EXTENSION OF ACCESSIBLE TRAILS AT IRENE SHELDON MEMORIAL PARK

191 ROUTE 80, KILLINGWORTH, CONNECTICUT

The Town of Killingworth will receive sealed bids for EXTENSION OF ACCESSIBLE TRAILS AT IRENE SHELDON MEMORIAL PARK as set forth in drawings and specifications prepared by Nemergut Consulting, and Glenn A. Johnson, P.E., 20 Alders Bridge Road, Killingworth, CT 06419 **until November 28, 2016 by 3:00 p.m.** Bids will be opened in public and read aloud that evening at a Board of Selectmen's meeting at 7:00 p.m. at the Killingworth Town Hall.

The work shall include but is not limited to:

- Installation and Maintenance of Sediment and Erosion Controls
- Clearing and Grubbing
- General Earthwork
- Topsoil removal, screening and re-application
- Installation of approximately 860 linear feet of 5' wide Paved Walkways
- Site Restoration

All of the contract documents may be examined on-line at www.townofkillingworth.com under "Public Notices, RFP's and Bids", or at Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 during the hours of 8:00 AM – 4:00 PM Monday through Friday. Printed copies can be made available for a non-refundable \$50 per bid package.

The Town of Killingworth reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the bidder that, in the Town's judgment, will be in the Town's best interests.

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of Killingworth is an Affirmative Action/Equal Opportunity Employer.

Catherine Iino, First Selectwoman

INSTRUCTIONS FOR BIDDERS

Proposal Number: 2016-06
Proposal Due Date & Time: Monday, November 28, 2016 at 3:00 p.m.
Proposal Opening Date & Time: Monday, November 28, 2016 at 7:00 p.m.
Proposal Opening Place: Killingworth Town Hall

Receipt and Opening of Bids

The Town of Killingworth, Middlesex County, CT hereinafter called the Owner, invites bids on the form attached hereto, all blanks in which must be appropriately filled in. Bids will be received by the Owner until **3:00 p.m. on November 28, 2016**, at the Killingworth Town Hall, 323 Route 81, Killingworth, CT 06419. Bids will be opened at the Board of Selectmen's meeting at **7:00 p.m.** the same evening at the Killingworth Town Hall. The envelopes containing the bids must be sealed and addressed to:

Selectmen's Office, Town of Killingworth
323 Route 81
Killingworth, CT 06419

"BID FOR EXTENSION OF TRAILS AT IRENE SHELDON MEMORIAL PARK"

The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

Preparation of Proposal

One (1) original and three (3) copies of sealed proposals must be submitted on the attached form. All blank spaces for bid prices must be filled in, in ink, in both words and figures with the unit price for which the proposal is made. All bids must be submitted in sealed envelopes, bearing on the outside, the name of the bidder, their address and the name of the project for which the bid is being submitted. (If sent via mail, preferably registered mail, the sealed envelopes containing the proposal, and marked as directed above, must be enclosed in another envelope, addressed as specified in the Proposal Form)

The work shall be bid as one (1) contract for General Construction. The contract includes a base bid and Bid Alternatives. Each bidder must bid on all items of the work in the bid forms.

Non-Collusion and Bid Certification

The bidder, by signing their proposal, certifies that they are fully aware of the State Laws regarding the non-collusion bidding certification. No separate forms will be required, but the actual signing of the proposal includes such a statement and is included in the proposal.

Qualifications of Bidder

The Owner may make such investigation as he deems 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 investigations of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Conditions of Work

Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve a successful bidder of their obligation to furnish all materials 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.

Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Work by Others
- b. Inspection and testing of materials
- c. Insurance requirements
- d. Prevailing Wage rates

Addenda and Interpretations

Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda. Website: www.townofkillingworth.com, under "Town of Killingworth Public Notices."

Questions concerning **the process and procedures applicable to this RFP or the specifications** are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: Elizabeth Disbrow
Department: Board of Selectmen
E-mail: edisbrow@townofkillingworth.com
Fax: (860) 663-3305

Bidders are prohibited from contacting any other Town employee, officer or official concerning this RFP. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a bidder's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received by issuing one or more addenda, which shall be a part of this RFP and resulting contract.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.townofkillingworth.com. Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no bidder shall rely on any alleged oral statement.

Construction Terms and Conditions

The bidder is warned that the construction terms and conditions hereinafter fully set forth in the form of Contract will be rigidly enforced.

Lowest Qualified Bidder

The comparison of bids on this Contract will be made by comparing the total sums as submitted by each separate contractor for the Base and Alternate Bids. The lowest qualified bidder shall be considered as being the successful bidder for the contract. The contract award will be made to the successful bidder as described above if the project in total is acceptable to the Owner.

Bid Security

No bid bond will be required. However, because conditions may require that the work be performed in the spring, bids must be held firm through June of 2017.

Time of Completion and Liquidated Damages

All work shall be completed in forty-five (45) consecutive calendar days from the date set forth in the Notice to Proceed.

The date of completion shall be the date when the work has been substantially completed and the Owner has granted signoff on the proposed work.

Liquidated damages may be assessed for each and every calendar day that the work is not in substantial completion, after the above stated time for total completion of the work at the rate of two hundred and fifty dollars and 00/100 (\$ 250.00) per day.

Obligation of Bidder

At the time of the opening of the bids, each bidder will be presumed to have inspected the various construction sites and to have read and to be thoroughly familiar with the Plans and 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 their bid.

Equal Employment Opportunities

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin.

Tax Exemption

The Town of Killingworth is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of Connecticut and cities and counties of the State on all materials, which are to be incorporated into the project, pursuant to the provisions of the contract. The Owner will provide tax-exempt certificates for use by the successful bidders. These taxes are not to be included in the bid.

Local and State Laws

The Contractor shall abide by all local and State laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations

Safety Standards and Accident Prevention

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the latest safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

Experience Clauses

These specifications contain requirements that material or equipment suppliers have specific experience. The Owner or Engineer may also require proof of proper facilities to manufacture material and/or equipment specified.

Performance and Payment Bond Requirements

The bidder to whom the municipality proposes to award the contract shall, as soon as possible, but not later than ten (10) days from the date of the Notice of Award, furnish to the municipality a bond equal to one hundred percent (100%) of the amount of the contract, conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to do business in the state of Connecticut, as surety. The performance bond shall be maintained in full force for a period of twelve months after date of final certificate as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during that period.

A separate payment bond will be supplied in the amount of 100% of the contract price and shall be kept in force for a period of 12 months after the date of final certificate.

Certificate of Insurance

A certificate of insurance will be required at the time of contract signing, naming the Owner (Town of Killingworth) as additional insured. Refer to General Requirements, page GR-6.

BID PROPOSAL FORM

TOWN OF KILLINGWORTH PROPOSAL NO. 2016-05
EXTENSION OF TRAILS AT IRENE SHELDON MEMORIAL PARK

CONTRACTOR'S NAME AND ADDRESS: _____

TELEPHONE: _____ FAX NO: _____

EMAIL: _____

BID FORM

I hereby submit my Bid for _____
_____ .

This bid will be held firm through June of 2017.

I. LUMP SUM PRICE BASIS

Having carefully examined:

a. The Advertisement for Bids, Instructions to Bidders, Bid Form, and General Requirements.

b. The Specifications & Drawings titled and dated: _____

c. All addenda published on the town website prior to the date of opening of bids, and having visited the site, examined all conditions affecting the work, the Undersigned proposes to furnish all labor, materials and equipment necessary and required by said documents for Construction Work, for the lump sum price of:

TOWN OF KILLINGWORTH PROPOSAL NO. 2016-05
EXTENSION OF TRAILS AT IRENE SHELDON MEMORIAL PARK

BID SCHEDULE

Item	Approx. Quan. & Unit Measure	Items with Lump Sum Prices Written in Words	Unit Price Dollars &Cents	Extended Dollars &Cents
02110	LS	Clearing and Grubbing _____ _____	Per LS _____	_____
02112	L.S.	Restoration _____ _____	Per LS _____	_____
02115	L.S.	Water Pollution Control (Soil Erosion) _____ _____	Per LS _____	_____
02200	L.S.	General Earthwork _____ _____	Per LS _____	_____
02510	L.S.	Asphalt Pavement (Trails) _____ _____	Per LS _____	_____
02570	L.S.	Processed Gravel For Trail Areas _____ _____	Per LS _____	_____
02920	L.S.	Screen Topsoil and Topsoil Borrow _____ _____	Per LS _____	_____

(continued)

Item	Approx. Quan. & Unit Measure	Items with Lump Sum Prices Written in Words	Dollars &Cents	Dollars &Cents
02931	L.S.	Lawn (For Trail Area Restorations)		
			Per LS _____	_____
09750	L.S.	Mobilization		
			Per LS _____	_____
TOTAL BASE BID			\$	_____

ALTERNATIVE BID –POROUS PAVEMENT SUBSTITUTION FOR 5’ WIDE WALKWAY

02950	L.S.	KBI Flex-Pave HD 2000 Porous Pavement		
			Per L.S. _____	_____

d. The undersigned agrees to start work at the site at the date to be specified on a written notice from the Owner to do so but, in no case, later than ten (10) days after the signing of the Notice to Proceed and that the work will be completed within one hundred and eighty (180) calendar days.

2. **BONDS**

The undersigned agrees, if awarded the Contract, to deliver to the Owner simultaneously with the executed Contract an executed Performance Bond and a Labor and Material Payment Bond both of a corporate surety licensed to do business in the State of Connecticut, in the amount of one hundred percent of the accepted contract sum. This shall guarantee the prompt payment of all indebtedness, incurred by the Contractor, or any subcontractor for supplies, materials or labor furnished, used or consumed directly in furtherance of such construction. The form of both the Performance Bond and the Labor and Material Payment Bond shall be that currently issued by the American Institute of Architects.

Surety Company shall be as approved by the Owner, the Contractor shall pay the premium for such bonds.

3. **INSURANCE**

Two copies of a Certificate of Insurance shall be provided at the contract signing, naming the Owner (Town of Killingworth), the Engineer (Nemergut Consulting), as additional insured.

4. **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this Bid, the Bidder certifies that: (a) this Bid has been independently arrived at without collusion with any other Bidder or with any Competitor or Potential Competitor; (b) this

Bid has not been knowingly disclosed prior to submission or opening of Bids for this project, to any other Bidder, Competitor or Potential Competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a Bid; (d) the person signing this Bid certifies that he has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate Bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this Bid on behalf of the Corporate Bidder.

5. ADDENDA:

Receipt of the following Addenda is hereby acknowledged:

	<u>DATE</u>	<u>SIGNATURE</u>
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____
OTHER ADDENDA	_____	

6. I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of thirty days from the date prescribed for its opening.
7. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
8. The names of all persons interested in the foregoing bid as principals are:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last name in full)

SIGNATURE OF BIDDER

NOTE: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the office or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder _____

_____ PHONE NUMBER _____

2. Permanent main office address _____

3. When organized or began business _____

4. If a corporation, where incorporated _____

5. How many years have you been engaged in the contracting business under your present firm name? _____

6. Have you ever failed to complete any work awarded to you? _____

7. Will you, upon request, submit a detailed financial statement and furnish the following information that may be required by the Owner? _____

- Contracts on hand: (Indicate location, client gross amount of each contract, approximate anticipated dates of completion, A/E name, address and contact person.
- List of contracts of a similar nature performed within the past two years with location, client, gross amount, date of completion, A/E name, address and contact person.
- List of major equipment owned and available within 10 days of award of this contract.
- Background and experience of the principal members of your personnel, including the officers
- Credit available (written evidence).
- Such statements, if required, shall be notarized and delivered to the Owner within three (3) days of written or verbal request. (Contractor may, at his discretion, elect to submit information as delineated under No. 7 with his Bid Proposal)

information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at _____ this _____ day of _____, 2016.

Name of CONTRACTOR _____

BY _____

_____ TITLE

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016 by and between _____ (Name of Owner & Individual), hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for an in consideration of the payment and agreements hereinafter mentioned:

1. The CONTRACTOR commence and complete the construction of _____
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUEMNTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUEMTNS and comply with the terms therein for the sum of \$ _____ as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - INVITATION TO BIDS
 - INSTRUCTIONS FOR BIDDERS
 - BID
 - AGREEMENT
 - NOTICE OF AWARD
 - NOTICE TO PROCEED
 - CHANGE ORDER
 - CERTIFICATE OF SUBSTANTIAL COMPLETION
 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS & CLAIMS
 - GENERAL CONDITIONS
 - SUPPLEMENTAL GENERAL CONDITIONS
 - DRAWINGS prepared by Nemergut Consulting numbered _____ through _____, and dated _____
 - SPECIFICATIONS prepared or issued by Glenn A. Johnson, P.E. dated September 25, 2016.
6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. The agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.

OWNER:

BY _____
Name _____
(Please Print)
Title _____

(SEAL)
ATTEST:

Name _____
(Please Print)
Title _____

CONTRACTOR:

BY _____
(Please Print)
Address _____

(SEAL)
ATTEST:

Name _____
(Please Print)

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2016 and Invitation for Bidders. You are hereby notified that your BID has been accepted for items in the amount of \$ _____. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND. Payment BOND and certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____ this the _____ day of _____, 20____

By _____

Title _____

NOTICE TO PROCEED

TO: _____
DATE: _____ FED I.D.# _____
ADDRESS: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

Owner
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 20____.

Contractor
By _____
Title _____

CHANGE ORDER

CHANGE ORDER NO. _____ DATE: _____

CONTRACT NO. _____ SHEET _____ OF _____

PROJECT: _____

OWNER: _____

OWNER'S ADDRESS: _____

OWNER'S PHONE NUMBER _____

CONTRACTOR: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE NUMBER: _____

DESCRIPTION OF CONTRACT MODIFICATIONS:

REASON FOR CONTRACT MODIFICATIONS OR NEED FOR EXTRA WORK:

TIME EXTENSION REQUIRED FOR THIS CHANGE ORDER:

ITEMIZATION OF CONTRACTOR'S PROPOSAL FOR THIS WORK:

AUTHORIZATIONS:

OWNER:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

ENGINEER:

By: _____

Title: _____

Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ ENGINEER'S Project No. _____
Project _____

CONTRACTOR _____
Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To.....
Owner

And.....

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on

.....
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all of the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

Executed by ENGINEER on.....,20.....
.....

ENGINEER

By.....

The CONTRACTOR accepts this Certificate of Substantial Completion on20...

.....

CONTRACTOR

By.....

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

To: (Owner)

Architect's / Engineer's Project No.

Contract For:

Project:

Contract Date:

(name, address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose. Indicate attachment: (yes) (no).
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:

Address:

By:

Subscribed and sworn to before me this day of _____, 2016

Notary Public:

My Commission Expires: