

INSTRUCTIONS FOR BIDDERS

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 4:00 PM on Monday, September 25, 2023, at the Killingworth Town Hall, 323 Routes 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 CONSTRUCTION OF BASEBALL/MUTLIPURPOSE FIELD"

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 lump sum 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 bids 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 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 preformed; 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 RFPs and Bids."

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 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 statements.

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.

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 Bid.

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 proposer that, in the Town's judgment, will be in the Town's best interests.

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 2024.

Time of Completion and Liquidated Damages

All work shall be completed in ninety (90) 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.

Minor items which are not completed but which do not interfere with substantial completion by the owner will not be deemed as a failure to comply with the requirements of the time of completion of the 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 for use will provide tax-exempt certificates 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) Refer to General Requirements, Page GR-7 – GR-9.