

INVITATION TO BID
MACIE'S PLACE SPLASH PAD CONSTRUCTION
SOMERS, CONNECTICUT

NOTICE TO CONTRACTORS

Electronic bids for the Macie's Place splash pad construction project will be received by *TLB Architecture, LLC* until 11:00 AM Wednesday, August 5, 2020. No bids will be accepted after said date and time.

Bids will be reviewed and posted on the Town of Somers website at www.somersct.gov by the end of business, Wednesday August 12, 2020 and all vendors that submitted bids will be electronically sent bid results.

The Town of Somers 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.

Specifications may be obtained from *TLB Architecture, LLC*.

Any requests for additional information, interpretations or clarifications of these Contract Documents by potential bidders shall be made in writing to *TLB Architecture, LLC* at the above email 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 Somers 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.

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Somers 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:	July 15, 2020
Electronic Bid Due Date	August 5, 2020 by 11:00 A.M.
Review and posting of all bids received	August 12, 2020 by end of business
Projected Commencement of Work	September 1, 2020

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from *TLB Architecture, LLC* by emailing mfortuna@tlbarchitecture.com with a copy to sgrabek@tlbarchitecture.com.

4. BID SUBMISSION INSTRUCTIONS

Please submit completed bid to *TLB Architecture, LLC* at the email addresses above.

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 E-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.

5. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the bids are received, 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.

There is no formal pre-bid walk-through, but the site is publicly accessible and it is expected that each bidder will visit the site and become fully familiar with the context and conditions of the Work. Failure to do so does not relieve the Contractor of the responsibility for a complete and accurate Bid.

6. INTERPERTATION OF ACCEPTABLE WORK

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

7. TAX EXEMPTIONS

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

8. INSURANCE

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

- a) Liability limits for bodily injury and personal injury, \$1,000,000 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 Somers" 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 Somers, 600 Main Street, PO Box 308, Somers, Connecticut 06071.

9. 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 Somers, 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 "Chief Financial Officer, Town of Somers", and delivered to the Town prior to commencement of work.

10. 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 Somers for the duration of the guarantee period, or until the work is fully accepted by the Town.

11. PERMITS

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

12. 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.

13. AWARDING THE BID

The Town of Somers 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 deemed to be in the best interests of the Town.

14. 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, manufacturers, products and suppliers of principal items of materials proposed for the work.
- c) Project work schedule.
- d) Name and credentials of on-site Project Superintendent

15. 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 their bid confers no right of withdrawal or modification of the bid after such bid has been opened.

16. 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

17. ERRORS, INTERPRETATIONS AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the Specifications or other Contract Documents or should there be doubt as to the meaning of the Specifications or other

Contract Documents, the bidder should immediately notify *TLB Architecture, LLC* 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.

18. 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 the bid, the bidder is hereby advised of this requirement so that appropriate action will be taken to prevent subsequent delay in subcontract awards.

19. 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".

20. 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 the Contractor's 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 *TLB Architecture, Inc* 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.