

CONTRACT DOCUMENTS

**TOWN OF NORTH HAVEN,
CONNECTICUT**

**Lighting For Water Pollution Control Plant
Project #16-14**

October 2015

FINANCE

INVITATION TO BID
TOWN OF NORTH HAVEN

Sealed bids from qualified contractors to install sixteen (16) head fixtures on poles and thirty five (35) wall pack fixture on buildings will be received at the Finance Office, Memorial Town Hall, 18 Church Street, North Haven, Connecticut, until October 9, 2015 at 10 am, at which time and place they will be opened and publicly read. Specifications may be obtained from the Finance Office. After bids are received the Director of Finance and Administration may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Director of Finance and Administration may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Director of Finance and Administration reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of North Haven. **Bidders are advised hereby of the existence of an Ordinance concerning Bid Preference for Town-Based Businesses.**

Edward J. Swinkoski, CPA
Director of Finance and Administration

BID Proposal

The undersigned _____, doing business in the City/Town of _____, submits herewith, in conformity with the general terms and conditions and specifications for the Town of North Haven Bid, Project 16- 14 for the following proposal to install lighting at the Water Pollution Control Facility at 1122 Universal Drive in the Town of North Haven.

GENERAL DESCRIPTION

The Town of North Haven is soliciting bids from qualified Contractors to install sixteen (16) LED head fixtures on poles and thirty five (35) LED wall pack fixture on buildings.

SCOPE OF WORK

The Scope of Work shall consist of providing total cost of labor, material, and aerial truck to remove existing lighting and installing sixteen (16) Cobra head fixtures on poles and thirty five (35) TLED-NFM series wall pack fixtures on buildings using existing wiring and mounting poles at the North Haven Water Pollution Control Facility located at 1122 Universal Drive. It shall be performed in accordance with the attached specifications. The scope of work also includes providing the total amount of utility incentive to be deducted from total cost of the project and provide approximate annual utility savings realized by switching to LED lighting at the facility.

COMPLETION OF WORK

The above Scope of Work shall be completed no later than sixty (60) days after the award of the Contract. Extension of work related to Bid Alternates or changes in the bid shall be agreed upon by the Town of North Haven and the successful Bidder.

GENERAL INSTRUCTIONS TO BIDDERS

All Bid Proposals are to be:

- a. Submitted in duplicate unless otherwise indicated in the Bid Specification.
- b. Submitted using the proposal forms furnished with the Bid.
- c. Submitted in a sealed envelope with the Bidder's name and address in the upper left-hand corner of the envelope.
- d. Made out and signed in the corporate, or other, name of Bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified in the Invitation to Bid will not be considered.

Amendments to, or withdrawal of proposals received later than the time and date set for the bid opening will not be considered.

GENERAL CONDITIONS

ARTICLE 1 CONTRACT AND CONTRACT DOCUMENTS

- (a) Wherever the words "Contract" or "Contract Documents" are used, they shall mean and include Specifications and Addendum (or Addenda) enumerated in the Contract, the Advertisement for Bids, the Information for Bidders, and the Bid (Proposal) as accepted by the Owner and as evidenced by the Owner's Notice of Award to the Contractor, the Supplemental General Conditions, the General Conditions, the Special Conditions, the Technical Specifications and the Appendices, shall form parts of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, heading, running headlines and marginal references to various provision of the Contract Documents are in no way to affect, limit, or cast light upon the interpretation of the provisions to which they refer.
- (b) The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 60 (sixty) consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 (one hundred) for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

ARTICLE 2 DEFINITIONS:

- (a) The word "Municipality" as used in the Contract Documents or in discussions concerning or appertaining to the work as a whole shall mean the Town of North Haven, Connecticut. The words "Town" or "Owner", when used, shall also mean the Town of North Haven, Connecticut, acting herein through its First Selectman and/or Engineer.
- (b) Whenever the words "Governing Body" are used in the Contract Document, they shall mean the Finance Department, Town of North Haven, Connecticut.
- (c) Whenever the word "Engineer" is used in reference to the work or any part thereof or in the Contract Documents, it shall mean the Town Engineer.
- (d) Whenever the word "Inspector" is used in the Contract Documents, it shall mean such a person or persons engaged by the Town of North Haven to make inspections of the work performed and materials furnished by the Contractor.
- (e) Whenever the word "Bidder" is used in the Contract Documents, it shall mean any individual, partnership, firm or corporation submitting an approved proposal for the work contemplated.
- (f) Whenever the word "Contractor" is used, it shall mean the person or persons or co-partnership or corporation contracted to perform the work to be done under the Contract Documents or the legal representative of such party or parties.

ARTICLE 2 cont'd DEFINITIONS:

- (g) Whenever the word "Subcontractor" is used in the Contract Documents, it shall mean the person, firm or corporation supplying labor and materials or only labor for work at the site of the project for and under separate contract or agreement with the Contractor.
- (h) Whenever the word "Surety" is used in the Contract Documents, it shall mean the corporate body which is Surety on the Contractor's bond for the payment of all debts for materials and labor used or employed in the execution of the contract and for the acceptable performance of the work.
- (i) Whenever the words "Town Attorney" are used, they shall mean the Town Attorney of the Town of North Haven, Connecticut.
- (j) Whenever the word "Bid" is used in the Contract Documents, it shall mean the proposal submitted by the bidder and similarly the "Proposal" shall be bid.
- (k) Whenever the word "Specifications" is used in the Contract Documents, it shall mean the description, directions, provisions and requirements contained in the Contract Documents, together with all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under this contract.
- (l) Whenever the word "Addendum" is used in the Contract Documents, it shall mean any written interpretation, clarification, amendment or addition to the Plans or Specifications issued by the Town Engineer.
- (m) Whenever the word "Project" is used, it shall mean the entire work to be executed under the contract.
- (n) Whenever the word "Contract" is used in the Contract Documents, it shall mean the contract covering the performance of the work and the furnishing of materials required therefore as evidenced by the Contract Documents.
- (o) Whenever the phrases "substantial completion" or "substantially complete" are used in the Contract Documents, they shall mean the completion of construction of all installations, completely tested and accepted and being sufficiently completed so that the project or specified part can be used for the purposes for which it is intended.

ARTICLE 3

SCOPE OF WORK:

- (a) The Contractor shall furnish all labor, materials, equipment, power, water, light, heat, fuel, tools, appliances, supplies and all other means of construction necessary and proper for executing and completing the project; he shall do all work including extra and additional work and pay all costs connected therewith; pay cost of all insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work except as otherwise provided; assume all responsibility of whatever nature of kind, indemnify the Owner from all claims; secure and pay for all permits unless otherwise provided; conform to all county, state, municipal or federal legislation and requirements; he shall do all work necessary to conform the project to the Contract Documents and shall leave intact the work of any adjoining contractors unless otherwise ordered by the Owner; perform and complete the work in a manner best calculated to permit rapid construction, consistent with safety of a life and property and satisfactory to the Owner and in strict accordance with the Contract Documents; he shall protect the work during construction, clean up the work during and after construction and maintain it until final acceptance, as hereinafter provided.
- (b) The Contractor shall do all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface or overhead structures and all other property including pipes, conduits, ducts, tubes, chambers and appurtenances, public or private, in the vicinity of the work, except as otherwise specified.
- (c) The Contractor shall obtain all necessary permits required.
- (d) Install sixteen (16) Cobra head LED fixtures on existing mounting poles using existing wiring (see attached cut sheet)
- (e) Install thirty five (35) TLED-NFM series wall packs fixtures on buildings using existing wiring. (See attached cut sheets)
- (f) The contractor is to leave all fixtures on site at a location designated by the Town.

ARTICLE 4 INTERPRETATIONS OF SPECIFICATIONS:

In the event the meaning of any portion of the specifications or instructions of the Engineer is doubtful, the best type of construction, both as to materials and workmanship, which reasonably can be interpreted is to be implemented. All materials and workmanship must be strictly in accordance with the specifications. The Contractor shall construct the work exactly in accordance with such instructions of the Engineer.