

**GENERAL INSTRUCTIONS TO BIDDERS
FOR THE
NORTH HAVEN MIDDLE SCHOOL PROJECT
STATE PROJECT NO. 101-0047 EA/RR
BID NO. #17-3**

1. SUBMISSION OF BIDS:

Bids must be made in accordance with the following instructions and format provided in the Bid Form, and must be fully completed.

2. RECEIPT OF CONTRACT DOCUMENTS:

Upon receipt of the Bid Package the bidder shall immediately check that all documents listed in these instructions and all Drawings and Specifications listed in the Bid Form have been received. If an item(s) is missing contact the North Haven Finance Department immediately.

3. SUBMISSION OF BIDS:

A. Submit one (1) original bid and one (1) copy of the bid, original signatures are to be on both bid forms, sealed in an envelope plainly marked in the upper left hand corner with the name of the bidder, the words "BID DOCUMENT". The project name and bid package number and name, as well as the bid date and time shall be marked on the lower left hand corner of the envelope. If forwarded by mail or delivery service, the sealed envelope containing the bid must be enclosed in the delivery pouch addressed to:

Gilbane Building Company
c/o Finance Department
Town of North Haven
18 Church Street
North Haven, CT 06473

B. The bids must be received at the above office by the time and date stipulated on the Bid Form. Faxed bids are not acceptable. Late bids will be rejected and returned unopened. All bids will be opened and publicly read aloud immediately following the closure of the bid period.

4. BID BOND:

A. A Certified Check, Bank Draft or Bid Bond made payable to TREASURER, TOWN OF NORTH HAVEN, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

B. All bids to be held firm until awarded.

C. All envelopes will be clearly marked BID, with the purpose and time of opening.

5. INSURANCE:

- A. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$2,000,000. to protect the Contractor and his subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract, such insurance shall cover the use of all equipment, including but not limited to cranes, hoists, heaters, motor vehicles, etc., in the construction of improvements embraced in this contract.
- B. The Contractor shall carry, during the life of the contract, Property Damage Insurance in an amount of not less than \$500,000. to protect himself and his subcontractors from claims for property damage which might arise from operations under the contract.
- C. The Contractor shall carry all necessary Worker's Compensation Insurance.
- D. Insurance policies shall be conditioned to indemnify and save harmless the Town of North Haven from all suits or actions brought against the contractor, it and or them for or on account of any injuries received or property damage sustained by any party, or by or from the Contractor.

6. CERTIFICATE OF INSURANCE

The successful bidder will be required to submit a Certificate of Insurance upon receipt of award and before starting work.

7. RETAINAGE

The Town of North Haven shall retain five percent (5%) of the total bid amount for a period of one year from date of completion.

8. PERMITS:

Each bidder shall include in his bid all costs for the State's portion of the building permits as may be required for his portion of the work. The General Building Permit will be obtained and paid for by others.

9. SCHEDULE:

- A. Time is of the essence of the Contract. Completion of Work included below and outlined in the FF&E/Technology Package phasing plans and Room Device Schedule.

PHASE 1: Specific Dates as noted below.

- Network Equipment Category: Install & Operational by August 12, 2016
- Voice Communication System Category: Install & Operational by August 19, 2016
- All Other FF&E Categories: Delivery/Installations August 22-26. Completion by August 26th.

PHASES: 2, Library, 2B, 3- Refer to FF&E/Technology Package phasing plans and Technology Room Device Schedule for target dates. Specific dates TBD.

- B. This package absolutely essential to the use and occupancy of the Project for the Owner's operations. Contractor is to include in its quotations all costs, extra crews, equipment, warehousing, etc. as required to meet schedule.
- C. Delivery/completion time may affect award of contract.
- D. The selected Contractor(s) shall set forth a detailed schedule, including deliveries and field installation as proposed to meet schedule. Such schedule shall be compatible with Construction Project Schedule. Contractor shall notify Owner ten (10) days in advance of delivery. As a major part of bid analysis, each Bidder may be asked to describe in detail how it would furnish and install its portion of the Project, schedule, manpower, deliveries, etc. This would be done shortly after receipt of bids.
- E. If Contractor is behind schedule through fault of no one but itself, it shall add manpower and/or work overtime as required by Construction Manager in order to regain schedule. No compensation for such overtime or added manpower will be made. If Contractor is required by Construction Manager to work overtime for the convenience of the Project, such overtime premium costs will be compensated except that no overhead or profit will be allowed on the premium portion of these costs. Note that Contractor will be required to purchase and submit for approval all critical materials and equipment immediately and that at some time during the schedule Contractor may be required to perform work out of normal sequence. Contractors whose work normally is coordinated with others shall make themselves aware of others' work scope.

12. PREPARATION OF BIDS:

- A. Bid Forms shall be complete without alterations, erasures, corrections or qualifications.
- B. Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected for failure to comply with the requirements stated herein.
- C. Include the full business address of the bidder. Signature shall be in longhand and your name typed. Partnerships must sign the bid. In case of a bid submitted by a Corporation, the bid shall be signed by an officer duly authorized to sign on behalf of the Corporation.
- D. Scope of Work items which have inadvertently been duplicated in more than one bid package must be included in the bid amount for each package containing the Work item, regardless of the duplication. Do not assume Scope of Work items will be provided by the other bid package(s). Notify the Owner and Construction Manager immediately upon discovery of a duplicated item. Should the Construction Manager request a credit for the duplicated item after the bid, claims of omission of pricing in the bid due to the duplicate item in another bid package will not be accepted.

13. EXPLANATION TO BIDDERS:

- A. The bidder shall, in the event of any discrepancies, omissions or errors in the Contract Documents, or in the event of doubt on the part of a bidder as to their intent or meaning, direct inquiries through email to Keri Pietrantonio (Gilbane Building Company) to:

kpietrantonio@gilbaneco.com When using email, type the question in the body of the email, do not attach a separate form.

- B. Where appropriate, interpretations will be confirmed by bid supplement to all plan holders. Information received from other than a published Supplement is not to be included in the bid response.
- C. Such bid supplements, issued during the bidding period, shall be acknowledged on the Bid Form and shall be included in the Contract at the time of award.
- D. Such supplements may or may not contain design document addenda issued by the project designers.

14. ACCEPTANCE OR REJECTION OF BIDS:

- A. Bids will be opened publicly and read aloud shortly after the bid closing time.
- B. The Town of North Haven reserves the right to waive the informality in any bid, to accept any bid, or to reject any and all bids.
- C. The Town of North Haven reserve the right to award a contract to the bidder considered best qualified for the work. The Town of North Haven may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town of North Haven all such information and data for this purpose. The Town of North Haven reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town of North Haven that such bidder is properly qualified to carry out the obligations of the Contract. In considering past performance the Town of North Haven shall evaluate the skill, ability and integrity of bidders in terms of the bidders' fulfillment of contract obligations and of the bidders' experience or lack of experience with projects within the past five (5) years of similar nature, size and scope as the project for which the bids are submitted.
- E. Bid to be lump sums by Category unless otherwise noted, in the format enclosed herein, with no escalation clauses allowed. Delivery, assembly and installation to be included.
- F. Bidders shall also fill in prices for each item on the attached Categorized Pricing Breakdown Sheet. Substitutions, "or Equals", if applicable shall be noted by Bidder. Categorized Pricing Breakdown Sheet and the Bid Form must be submitted in duplicate.
- G. The Owner may elect to award a contract to other than the lowest bidder if it is considered to be in the best interest of the Owner. After review of all factors, terms and conditions, including price, the purchasing authority of the Town of North Haven reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of North Haven. Under no circumstances will the Owner be responsible for the cost of preparing any bid or proposal.