

Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092 Phone (860) 658-3222 Fax (860) 408-5416 E-mail troy@simsbury-ct.gov

~ Thomas J. Roy, P.E. – Director of Public Works ~

ADDENDUM No. 4 June 15, 2022

TOWN OF SIMSBURY Invitation to Bid Town Bid NO. 22-04

FOR

HOPMEADOW STREET CONNECTIVITY PROJECT

The information provided in this Addendum is intended to supplement and clarify the existing information in the ITB and is not to replace any part of the specification unless clearly indicated as such.

This Addendum No. 4 serves to provide additional information and answer contractor questions on the following items:

Bid Bond – The front-end documents have been revised to reflect the requirement for a Bid Bond at a percentage of 5%.

Construction Cost Estimate – A question was raised for the estimated construction budget for the project. A summary of Local Transportation Capital Improvement Program (LOTCIP) project selections and requested budgets can be found on the Capital Region Council of Governments (CRCOG) website at: <u>https://crcog.org/2016/05/a-lotcip/</u>

Service Entrance and Cabinet Location – Plan No. ILL-03-A4 has been updated to clarify that the Service Entrance and Cabinet is to be located on the power pedestal. Details for the cabinet have also been added in the new MDS-02-A4 plan sheet. A special provision is not required for this item and is covered in the Form 818.

Concrete Handhole – All concrete handholes are to be proposed as "Concrete Handhole Type II" unless otherwise directed by the Engineer.

Retaining Wall Design – Plan No. S-01-A4 has been revised to provide more information to the nature and size of the retaining wall to be designed, as well as the requirement to protect the existing culvert from additional loading. It shall be noted that it is the responsibility of the Contractor to fully design the retaining wall. The details on the plan sheet provided show a representation of the design intent. Alternative designs that achieve the design intent will be considered. Geotechnical information or structural design are not included in the contract plans and are the responsibility of the Contractor or Contractor's Designer(s).

Light Pole Foundations – A contractor question was raised about a detail for Item No. 1002110A – Decorative Light Pole Foundation. The light pole foundations are a contractor designed item conforming to the special provision provided. A detail is not provided.

Decorative Light Pole Banner Brackets and Arms – Banner brackets and arms have been added to Item No. 1003595A – Decorative Light Pole & Luminaire. The special provision for this item has been revised to reflect this addition to the project.

Documents added as a result of Addendum No. 4:

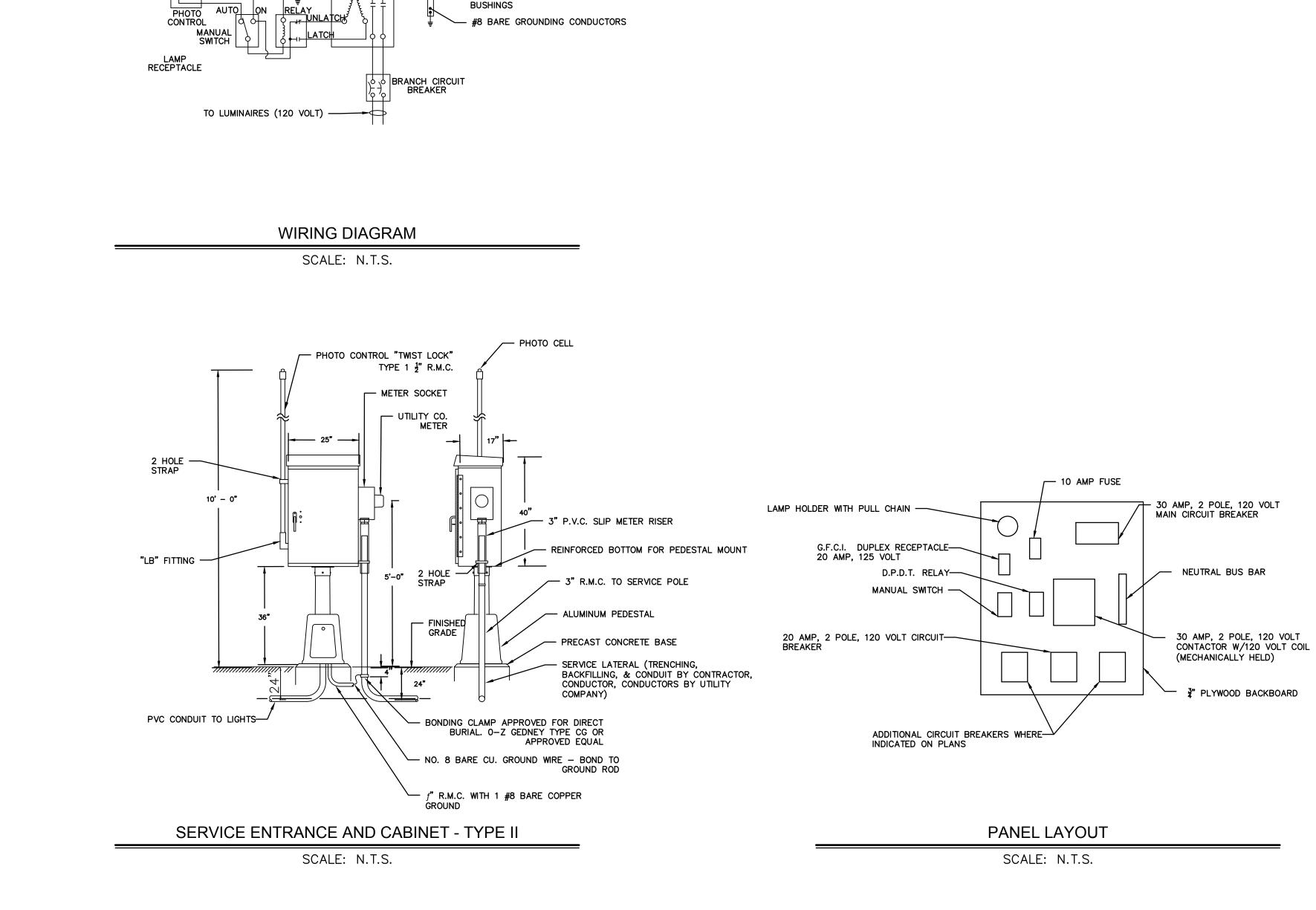
• Plan Sheet MDS-02-A4

Documents revised as a result of Addendum No. 4:

- Plan Sheet ILL-03-A4
- Plan Sheet S-01-A4
- 1003595A Decorative Light Pole & Luminaire
- Front-End Bid Documentation

END

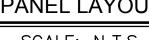
An Equal Opportunity Employer www.Simsbury-ct.gov

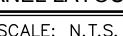


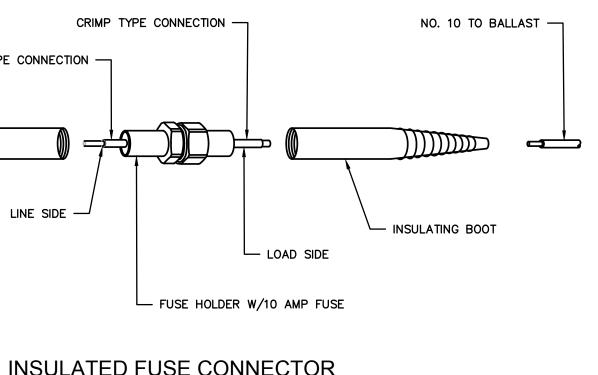
SERVICE – 👭 VOLT, 1φ — MAIN CIRCUIT $-\infty$ FUSE BLOCK GND. BAR CONTACTOR - TO CABINET & INSULATED BONDING BUSHINGS

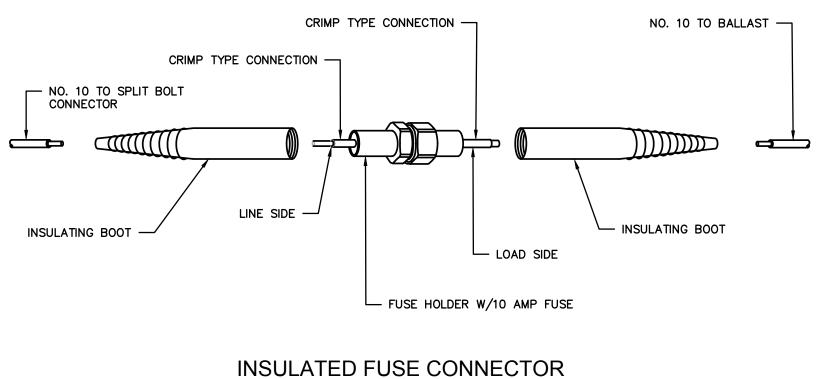
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202 MDS <u>4</u> '

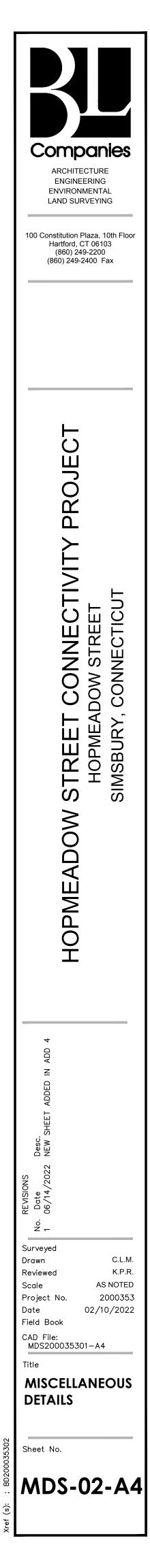


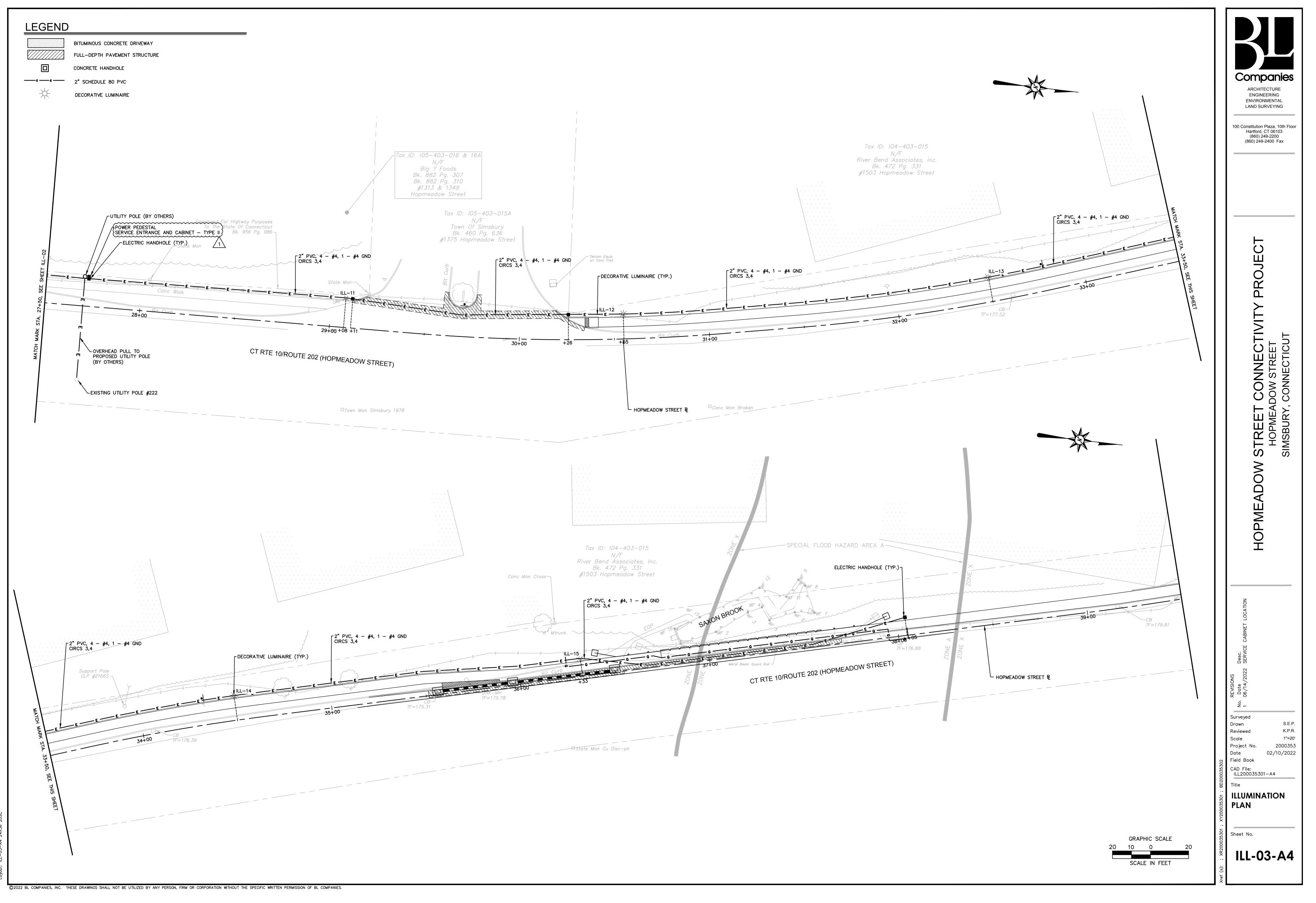




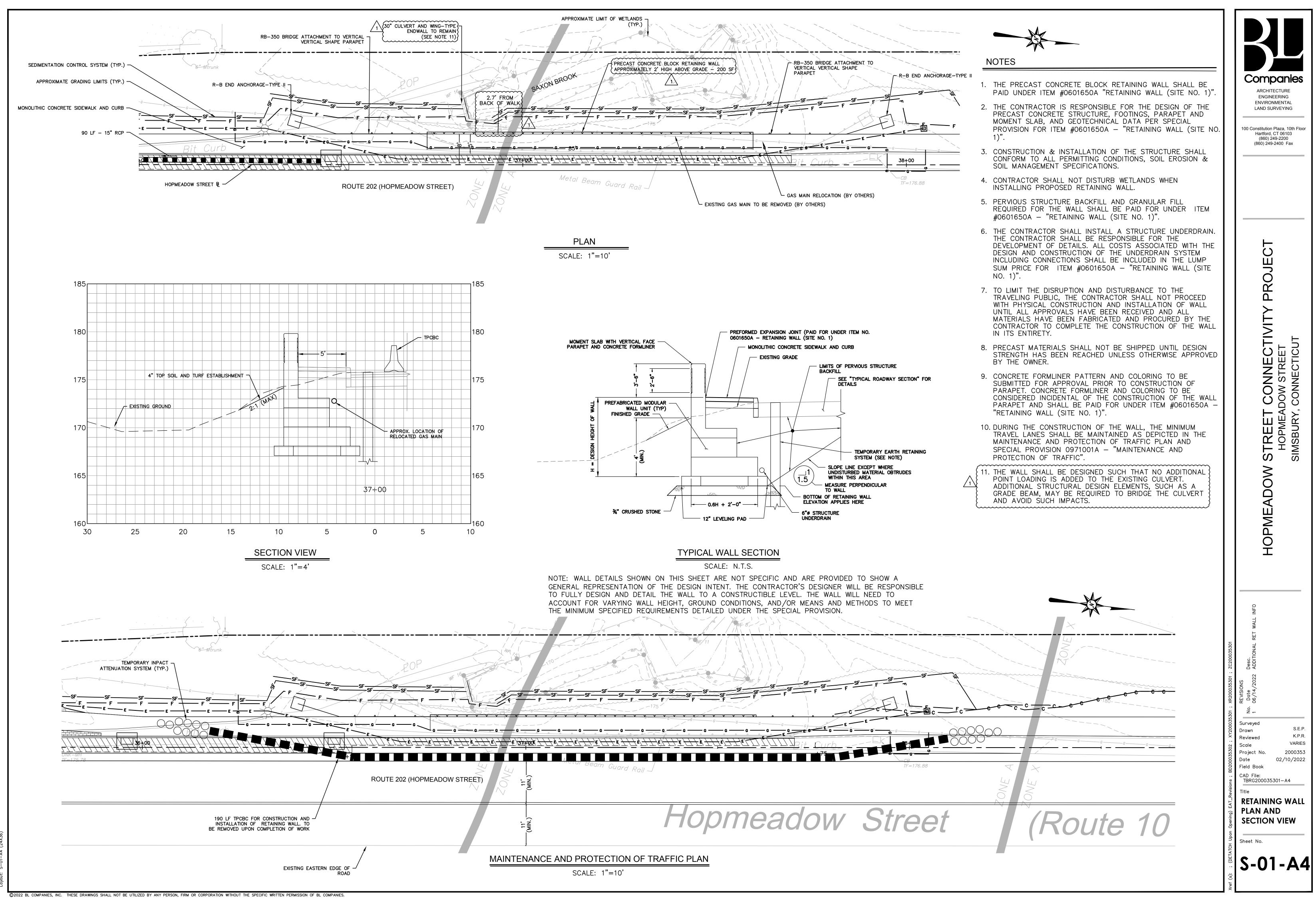


SCALE: N.T.S.





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In 15, 2022 9:17am CMastriano G: \JOBS20\02\2000353\DWG\TBRG200035301-A4

ITEM #1003595A - DECORATIVE LIGHT POLE & LUMINAIRE

Description: This work shall consist of furnishing and installing a Decorative Light Pole & Luminaire, according to the details, and at the locations shown on the plans or as shown below in the specification. All work in the electrical component of this project shall meet all National and Local electrical codes. Work shall include trenching for underground electrical conduit in areas where new lights are called for on the plans. It shall be noted that the lighting shall be LED. Additionally, the terms "metal halide" or "high pressure sodium" shall be replaced with LED in all cut sheets and/or specifications.

Materials: The light pole & luminaire shall be a Lumec S26A pole with an LED-frosted glass fixture that shall have a pole and cupola that are powder coated black (Color code RAL 9004 conforming to Federal Specification TT-E-489) and constructed of a 356 aluminum, or approved equal and shall be approved by the Town. The Cupola shall have a photocell that is mechanically secured. The LED module shall be composed of 32 high-performance white LED's with the color as a neutral white (4000k). Each pole shall be fitted with GFI duplex outlet with cover model number JX30-EZA72-0275-0400. Two banner brackets and poles shall be fitted to each pole. The brackets shall be of type KBW Bannerflex Metro Banner Bracket with RoundPro Arm (31" Black Casting/Black Fiberglass Rod) manufactured by Consort, or approved equal. Each bracket shall be affixed to a pole with two 5/8" stainless steel screw gear bands (black).

Construction Methods: The luminaire shall be constructed to the manufacture's specifications. The luminaire & fixture shall be attached complying to Article 10.03.03 and 10.04.03 and approved by the Engineer. The contractor shall coordinate with all appropriate parties such as the power provider and the Town before installation commences.

Method of Measurement: This work shall be measured for payment by the number of luminaire and light pole fixtures installed and accepted of the type specified.

Basis of Payment: This work shall be paid for at the contract unit price each for "Decorative Light Pole & Luminaire", complete in place, which price shall include all materials, luminaire, fixture, pole, washers, nuts, bolts, brackets, wiring, conduit, duplex outlets, banner brackets, banner arms, screw gear banding, components, coordination, equipment, tools, disposal of surplus material, backfilling, excavation and labor incidental thereto.

Pav Item

<u>Pay Unit</u>

Decorative Light Pole & Luminaire

Each



Description of Components:

Finial: Decorative cast 356 aluminum, mechanically assembled.

Cupola: Decorative spun aluminum parts, complete with window for photocell operation, mechanically secured.

Hood: In a square tapered shape, the hood is made of a one-piece die cast injection molded A360 aluminium. Mechanically assembled to the guard.

Guard: In a square tapered shape, the guard is made of one-piece die cast injection molded A360 aluminium.

Access-Mechanism: Two integrated hinges on the hood with a stopper and a latch shall offer a tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Light Engine: LEDgine composed of 4 main components: Heat Sink / LED Module / Optical System / Driver Electrical components are RoHS compliant.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Lens: Tempered glass lens having a clear lower part and a frosted clear top part.

LED Module: Composed of 32 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K), CRI 70 Min. 75 Typical.

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Optical System: (LE5), IES type V (symmetrical). Composed of high-performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Street side indicated.

Driver: High power factor of 90% minimum. Electronic driver, operating range 50/60 Hz. Auto-adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class 1, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Driver comes with dimming compatible 0-10 volts.

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Driver Options: (DMG), Dimming compatible 0-10 volts. For applicable warranty, certification and operation guide see Lumec dimmable luminaire specification document for unapproved device installed by other. To get document, click on this link: <u>Specification document</u> or go on web site on this address: https://www.signify.com/b-dam/signify/en-us/brands/lumec/Lumec-un-approved-control-device-installed-by-others-7_d.pdf

Surge Protector: Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Fitter: Cast 356 aluminum with 4 decorative yokes c/w 4 set screws 3/8-16 UNC. The fitter comes with two 1" (25mm) outside diameter ladder rests with decoratives spherical caps. Slip-fits on a 4"(102mm) outside diameter x 4" (102mm) long tenon.

Luminaire Options: (PH8), Photoelectric Cell, Twist-lock Type

BannerFlex[®]D3 ...for standard large format light pole banners



The patented original BannerFlex KBW D3 bracket has endured the test of time to become the benchmark of the banner hardware industry. KBW-D3 is the bracket of choice for standard utility and light pole installation. KBW-D3 bracket arms can be adjusted without moving the main casting or can be removed altogether and replaced with flag or flower pot holders. BannerFlex KBW-D3 offers the highest level of durability and performance and, best of all, there are no moving parts to wear out, providing peace of mind for years to come.

Features

- Patented
- 10-Year Warranty
- 4° Cant
- Choice of Fastener Options
- Choice of Round or Premium Airow Rods
- Choice of Flower Pot or Flag Pole Arms
- Strong Corrosion Resistant Aluminum
- Bright Aluminum or Black Powder-Coated
- No Moving Parts to Wear Out

The benchmark of the banner bracket industry.

Banner Flex Metro. ... for mid-size banners on ornamental or fluted light poles



KBW designed the newest BannerFlex bracket in response to requests for a smaller adjustable bracket to fit midsized banners on fluted and ornamental poles. Metropolitan areas often present aesthetic and engineering challenges which the streamlined KBW Metro banner bracket solves. Enjoy all the benefits of the KBW-D3, including strength and adjustability, while taking advantage of the Metro's attractive appearance.

Features

- 10-Year Warranty
- Smaller Yet Adjustable Arms
- 2° Cant
- Sleek and Attractive Appearance
- Installers Choice
- Worry Free
- · Choice of Round or Premium Airow Rod
- Bright Aluminum or Black Powder-Coated
- No Moving Parts To Wear Out

The features of KBW-D3 in a smaller size.



Installation:

KBW BannerFlex brackets have been installed on hundreds of thousands of poles worldwide. On-site adjustability of both the arms and the main bracket itself make BannerFlex the installer's first choice. Corrosion-resistant construction means maintenancefree performance for years.

These tools and hardware make installation of BannerFlex brackets

easy, fast and absolutely secure.

All fasteners are made of stainless

steel to ensure optimal performance.

Contact your KBW Representative to





Band-It[®] is the registered trademark of IDEX Corp



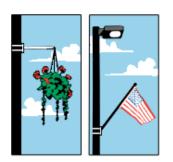
determine which installation method

is right for your project.

Fasteners:

Adapters:

The Square Pole Adapter may be used when banding BannerFlex brackets onto square utility poles that are 5" or larger in width. The Tie-Down Bracket allows the lower portion of a banner to flutter in the breeze. Call your KBW Representative for advice on the use of these adapters.



Accessories:

BannerFlex accessories add versatility to your banner hardware installation. The Flag Pole Holder and the Plant Holder may be placed into the bracket when banners are not displayed. The Flag Pole Holder fits securely into the D-3 main casting. The Plant Holder is canted upward slightly to bear more weight and resist sagging.

About Banner Bracket Design...

Hardware is the most important part of a successful

banner system. When I founded Kalamazoo Banner Works (KBW) in 1983, one of my goals included finding a solution to reduce the stress on utility poles and increase banner longevity. The result was BannerFlex, the first bracket in the industry to use pultruded fiberglass arms rather than steel. This original bracket was modified and awarded a U.S. patent in 1988, and further refinements came in 1997 and 2005.

The idea behind BannerFlex is that it spills a tremendous amount of wind force and still returns to its original shape. The brackets are canted (angled) so the top arm angles slightly up and the bottom arm angles slightly down. **The wind load is immediately transferred from the banner to the flexible fiberglass arms** which then absorbs some of the stress produced by the wind, eliminating the need for unsightly wind slits (which reduce the longevity of the banner and have also been proven ineffectual for stress reduction).

We have invested considerable resources to establish KBW as the experts in banners and hardware and remain committed to finding the safest, most secure solutions to the ever-changing needs of our banner customers. Only BannerFlex has been successfully wind-tunnel tested at hurricane force wind speeds – without failure. And, our revolutionary new Airow rod sheds even more wind force.

KBW is proud to provide extensive engineering data to assist in determining the suitability of banners on utility poles. The KBW Wind-Force Calculator can quickly assist engineers with analysis. Because we cannot personally determine if a utility pole is suitably strong enough, we encourage buyers to share our data with a qualified professional before purchasing banner brackets. We are confident your research will lead you to BannerFlex by KBW.

For more detailed engineering data, please call (800) 525-6424 or visit **www.kalamazoobanner.com**, click on hardware and download the the white paper on "Important Issues Concerning Banner Hardware."

Roger M. Lepley, AIA President Consort Display Group

Group



The banner innovator since 1984

2129 Portage Street Kalamazoo, MI 49001 800.525.6424 269.388.4532 FAX: 269.388.2018 www.consort.com

info@consort.com

TOWN OF SIMSBURY

DEPARTMENT OF PUBLIC WORKS 933 HOPMEADOW STREET SIMSBURY, CT 06070

INVITATION TO BID FOR

HOPMEADOW STREET CONNECTIVITY PROJECT, SIMSBURY DPW 2022-04

The Town of Simsbury is soliciting bids for HOPMEADOW STREET CONNECTIVITY PROJECT, SIMSBURY. The scope of work includes furnishing all labor, materials, equipment necessary for the construction of a sidewalk corridor along the west side of Hopmeadow Street beginning at the southern end at Hoskins Road and continuing north to the CTDOT Storage Facility/Park n' Ride. The design will include a 5ft wide concrete sidewalk along Hopmeadow Street that is approximately 4,400 LF with a varying snow shelf for a majority of the project area.

This project is subject to State of Connecticut Prevailing Wage requirements. Contractors must comply with the State of Connecticut Department of Administrative Services (DAS) Contractor Prequalification Program for any contract over \$100,000. The classification for which construction contractors are being sought is as follows: Heavy/Highway Construction.

Sealed proposals will be accepted by Amy Merriweather, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., *June 23*, 2022.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: <u>http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp</u>. Bid documents will not be mailed or faxed.

STANDARD INSTRUCTIONS TO BIDDERS HOPMEADOW STREET CONNECTIVITY PROJECT, SIMSBURY

1. Project Overview:

The Town of Simsbury is soliciting bids for the HOPMEADOW STREET CONNECTIVITY PROJECT, SIMSBURY. The project includes a sidewalk corridor along the west side of Hopmeadow Street beginning at the southern end at Hoskins Road and continuing north to the CTDOT Storage Facility/Park n' Ride. The design will include a 5ft wide concrete sidewalk along Hopmeadow Street that is approximately 4,400 LF with a varying snow shelf for a majority of the project area. The proposed sidewalk will consist of three (3) crosswalks and a proposed concrete retaining wall for approximately 100ft at the Saxton Brook crossing in order to support the proposed sidewalk and minimize potential property and/or wetland impacts. One (I) proposed sidewalk connection will be created to the existing concrete sidewalk along the eastern side of the Hopmeadow at Hoskin Road intersection. The project includes installation of decorative streetlights, to illuminate new sidewalk for pedestrians. Additionally, approximately 330 LF of new sidewalks will be constructed along Dorset Crossing Drive which will connect to Hopmeadow Street.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the project as specified.

2. Key Event Dates:

Invitation to Bid Issued

Pre-Bid Conference

May 24, 2022

June 23, 2022

6/9/2022 @ 10:00 AM 66 Town Forest Road, West Simsbury 06092

Bids Due

Commencement of Work

Within ten (10) calendar days of Notice toProceed

3. Bid SubmissionInstructions:

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury –HOPMEADOW STREET CONNECTIVITY PROJECT, SIMSBURY". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., *June 23*, 2022. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to beconsidered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.

- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders maynot withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must signbids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

4. Questions:

Any questions about this project should be directed to: Mr. Thomas J. Roy, Director of Public Works/ Town Engineer by fax (860) 408-5416, <u>Pubworks@simsbury-ct.gov</u>, or by mail Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least two (2) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.simsbury-ct.gov/finance/pages/public-bids-and-rfp. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

5. Presumption of Bidder Being Fully Informed:

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. Pre-Bid Conference:

A pre-bid conference will be held at the Simsbury Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092, at 10:00 Am 6/7/2022. The intent of this conference is to provide an outline of the project and to provide clarification to any potential bidders. Prospective bidders are encouraged to visit and inspect the project site and to carefully review the Invitation to Bid in advance of this conference to provide for a meaningful discussion. All salient points of the conference and responses to any questions will be provided via addendum. This will be followed by a re-assembly of the conference at the project site, if warranted.

7. Interpretation of Acceptable Work:

All work on this project is to be in accordance with the specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. Work is to be done in a clean and workmanlike fashion and meet industry best practices for quality and performance.

8. Wage Rates:

State of Connecticut Department of Labor Prevailing Wage rates apply for any contract over \$100,000. Copies of these wage rates are incorporated in the Contract Documents. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment insurance of both State and Federal government. Contractors must submit certified payroll documentation with each payment application for processing. Payment applications will not be approved without certified payroll.

9. Tax Exemptions:

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax-exempt forms will be provided to the successful bidder(s) as part of the contract award process.

10. Insurance Requirements:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

| Injury or death of one person: | \$2,000,000 |
|-----------------------------------|-------------|
| Injury to more than one person in | |
| a single accident: | \$1,000,000 |
| Property damage in one accident: | \$1,000,000 |
| Property damage in all accidents: | \$2,000,000 |
| | |

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability asfollows:

| ity and Property Damage Liability astollows: | | |
|--|-------------|--|
| Injury or death of one person: | \$1,000,000 | |
| Injury to more than one person in | | |
| a single accident: | \$1,000,000 | |
| Property damage in one accident: | \$1,000,000 | |
| Property damage in all accidents: | \$1,000,000 | |
| | | |

Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

8. Wage Rates:

State of Connecticut Department of Labor Prevailing Wage rates apply for any contract over \$100,000. Copies of these wage rates are incorporated in the Contract Documents. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment insurance of both State and Federal government. Contractors must submit certified payroll documentation with each payment application for processing. Payment applications will not be approved without certified payroll.

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10. Insurance Requirements:

The firm must carry insurance under which the Town and the State of Connecticut are named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

| A. | Workman's Compensation, as required by State Statute & \$100,000employers |
|----|---|
| | liability limit. |
| | |

| В. | ublic Liability, Bodily Injury Liability and Property | | |
|----|---|-------------|--|
| | Damage Liability as follows: | | |
| | Injury or death of one person: | \$2,000,000 | |
| | Injury to more than one person in | | |
| | a single accident: | \$1,000,000 | |
| | Property damage in one accident: | \$1,000,000 | |
| | Property damage in all accidents: | \$2,000,000 | |

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability asfollows:

| Injury or death of one person: | \$1,000,000 |
|-----------------------------------|-------------|
| Injury to more than one person in | |
| a single accident: | \$1,000,000 |
| Property damage in one accident: | \$1,000,000 |

Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

11. Substitution for NameBrands:

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

12. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

Bid Alternates, where applicable, will be awarded if it is determined to be in the best interest of the Town. The Town reserves the right to award any and all alternatives in the order that best suits the Town.

13. Rejection and/or Cancellation of Bids:

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

14. Delivery Arrangements: Not applicable

15. Bid Bond:

Each BID must be accompanied by a certified check or bank draft, payable to the Town of Simsbury, or a satisfactory BID Bond executed by the bidder and an acceptable surety, in an amount equal to five (5%) percent of the total Base Bid. The certified check, bank draft, or Bid Bond shall be retained as a guarantee that if the proposal is accepted, the Bidder will post with the OWNER, a Performance, Labor and Material Bond in the full amount of the contract, submit the required insurance certificates, and to sign a contract. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

a. As soon as the Bid prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Performance, Labor, and Material Bond have been submitted and the required insurance certificates have been filed, after which it will be returned. If a BIDDER refuses to sign a contract or cannot obtain satisfactory Bonds, the Owner will retain his Bid security as liquidated damages, but not as a penalty.

16. Performance Bond:

The successful bidder will be required to furnish a Performance bond equal to 100 percent (100%) of the contract Price.

17. W-9 Form

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. Submittals:

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's ownforces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

19. Agreement Documents:

The Agreement Documents are defined in Section 1.7 of the General Conditions.

20. CHRO Compliance:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a

written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

21. Liquidated Damages:

Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement. 180 calendar days excluding Winter shut down, will be allowed for completion of the work on this project and the liquidated damages charge to apply will be One Thousand One Hundred Dollars (\$1,100.00) per calendar day.

END OF STANDARD INSTRUCTION TO BIDDERS