

## **INVITATION TO BID**

### **Town of Charlotte** **Town Green Site & Drainage Improvements**

The Town of Charlotte will accept bids for the Proposed Site and Drainage Improvements at the Town Green described generally as follows:

- **The construction of 405 LF of curtain drain;**
- **One yard drain;**
- **Two clean-outs;**
- **Placement of a concrete foundation for a future granite monument;**
- **Placement of a crushed stone base for new steps at the office building;**
- **Associated site reclamation work.**

Bids will be received by Mr. Dean Bloch at the Town Offices located at 159 Ferry Road (PO Box 119) in Charlotte until:

**May 8, 2014 at 2:00 P.M.**

Bids will be opened publicly on May 8th at 2:00 P.M. and read aloud. Bids received after the date/time listed above will not be accepted unless a time extension is granted to all Bidders.

#### **Contract Documents Enclosed:**

1. Invitation to Bid
2. Instructions to Bidders
3. Bid Form
4. Plans

Contract Documents are available upon request and payment of \$10.00 (non-refundable) at the Town Offices and at the office of Civil Engineering Associates, Inc., 10 Mansfield View Lane (1110 Hinesburg Road) in South Burlington 05403 (864-2323).

## **INSTRUCTIONS TO BIDDERS**

### 1. Defined Terms

The term "Bidder" means one who submits a Bid directly to the Owner, as distinct from a Sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the most qualified and responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### 2. Copies of Bidding Documents

- 2.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### 3. Qualifications of Bidders (if requested)

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit written evidence, such as financial data, previous experience, present commitments and other such data within five (5) days of Owner's request.

### 4. Examination of Contract Documents and Site

- 4.1 It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (3) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- 4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Town Administrator. Interpretations or clarifications considered necessary by Town in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than six days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect unless directed at the pre-bid meeting.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. Bid Security - Deleted

7. Contract Time

Contract Award - Within 18 days of Bid Date.

Work shall not begin until after the 14<sup>th</sup> of July, 2014.

Work shall be substantially completed by the 26<sup>TH</sup> of July, 2014.

All work shall be completed (100%) by August 2<sup>nd</sup>, 2014.

8. Subcontractors, Suppliers and Others

8.1 The apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

8.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

9. Bid Form

9.1 Bid Form is included with the Bid Documents; additional copies may be obtained from Engineer.

9.2 All blanks on the Bid Form must be completed in ink or by typewriter.

9.3 All names must be typed or printed below the signature.

9.4 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.5 The address and telephone number for communications regarding the Bid must be shown.

10. Submission of Bids

**Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.**

11. Modification of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the Opening of Bids.

12. Opening of Bids

Bids will be opened at 2 PM on May 8<sup>th</sup>, 2014 and read aloud. A summary of the bids will be prepared and made available at the next Selectboard's meeting.

13. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for forty-five days after the day of the Bid Opening.

14. Award of Contract

- 14.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.
- 14.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 14.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted prior to Award of Contract. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 14.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfactions within the prescribed time.
- 14.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 14.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within eighteen (18) days after the day of the Bid Opening, providing Bidder qualifications are not requested by the Owner, and if so, three (3) days after qualifications of Bidder are received.

15. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with Bonds. Within seven days thereafter, Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

16. Terms of Payment

16.1 Ninety percent (90%) net 30 days with remaining 10% upon satisfactory completion and acceptance by the Engineer and an executed Final Waiver of Lien and Release of Claim.

16.2 To receive payment of the month's work, the Contractor must submit a request for payment on or before the 30<sup>th</sup> of each month. Each requisition shall be sent to the Owner's representative for review and approval.

## **BID FORM**

- A. PROJECT IDENTIFICATION: Town of Charlotte  
Town Green Drainage and Site Improvements
- B. THIS BID IS SUBMITTED TO: Mr. Dean Bloch, Town Administrator  
Town of Charlotte  
159 Ferry Road, PO Box 119  
Charlotte, Vermont 05445
- C. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- D. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid Opening. Bidder will sign and submit the Agreement with other documents required by the Bidding Requirements within fourteen (14) days after the date of Owner's Notice of Award.
- E. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- F. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Received By</u>
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- G. 1. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, or performance of furnishing of the Work.
2. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
3. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests

and studies (in addition to or to supplement those referred to above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

4. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
  5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
  6. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the verbal resolution at the pre-bid conference thereof by Engineer is acceptable to Bidder.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- I. Bidder will complete the Work according to the following schedule:
- Work shall not begin until after the 14<sup>th</sup> of July, 2014.
- Work shall be substantially completed by the 26<sup>th</sup> of July, 2014.
- All work shall be completed (100%) by August 2<sup>nd</sup>, 2014.

**Notes:**

- 1) All prices must be written in ink. Item prices shall be written in words as well as figures. In case of discrepancy, the amount in words shall govern.
- 2) All prices given shall include labor, materials, and equipment for work in place in accordance with the Drawings, Specifications, and Contract Documents.

**Town of Charlotte Green Drainage and Site Improvements  
Base Bid**

1. Lump Sum Bid per Site Drawings for Site Improvements      \$ \_\_\_\_\_  
(Figures)

\$ \_\_\_\_\_  
(In Words)

Total Bid for Project: \$ \_\_\_\_\_

In determining the Contract Sum, the deduct may be selected to adjust the Base Bid.

Bids will be compared on the basis of the "Total Contract Price for Selected Work". The Contract will be awarded to that responsible and qualified Bidder whose Bid is determined by the Owner to be in the Owner's best interest.

The Owner specifically reserves the right to delete any portion of the Work, if desirable, to keep expenditures within available funds.

**J. Unit Price Schedule**

If the required quantities of the items listed below are increased or decreased by Change Order, the unit prices set forth below shall apply to such increased or decreased quantities. Increases or decreases greater than 25 percent shall be negotiated. It is assumed the item descriptions below are for complete installation.

<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1. Curtain Drain	LF	\$ _____
2. Yard Drain	EA	\$ _____
3. Monument Base - Complete	LS	\$ _____
4. Crushed Stone Base for Steps - Complete	LS	\$ _____
5. Clean-out	EA	\$ _____

Each price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

11. Bidder agrees that the Work will be substantially complete and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
12. Bidder agrees that the Work will be substantially complete on or before July 26, 2014, with final completion of the project on or before August 2, 2014.
13. Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

K. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name) (State of Incorporation)

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Phone Number)