Town of Trumbull, Connecticut

REQUEST FOR PROPOSAL, CONDITIONS, SPECIFICATIONS, SPECIAL PROVISIONS AND DRAWINGS

REQUEST FOR PROPOSAL (REBID REV 3 )
RFP 6078

CONSTRUCTION OF A POOL FILTER HOUSE
BEACH MEMORIAL POOL
BEACH MEMORIAL ROAD, TRUMBULL, CT

PROPOSAL DUE DATE: AUGUST 29, 2014 at 2:00PM

PREPARED FOR THE TOWN OF TRUMBULL BY:

ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

271 Fairfield Avenue
Bridgeport, CT
203.377.1300
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**Bidding and Contracting Requirements**

Bid Form

## Division 01  
**General Requirements**

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NOTICE TO PROPOSERS

TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
DUE: AUGUST 29, 2014 @ 2:00PM
RFP 6078

CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL

Sealed proposals for the construction of a pool filter house at Beach Pool will be received at the office of the Purchasing Agent, 5866 Main Street, Trumbull, CT.

Proposal documents & drawings may be obtained (at a cost to you) from Digiprint, 25 Ferry Blvd., Stratford, CT 06615, (203-375-1228). The consulting engineer for this project is: Paul Lisi, Antinozzi Associates, Bridgeport, CT (203-377-1300).

Proposal instructions and requirements are also available from the Town website (Purchasing Department) www.trumbull-ct.gov.

Proposal (Bid Bond) Security is required in the amount of ten percent (10%) of the base proposal And shall be in the form of a Certified Check or Bond. A Performance and Payment Bond in the Full amount (100%) of the contract is required and shall be included in the Base Proposal.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

Kevin Bova
Purchasing Agent
GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for the CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL REV 3, in the Town of Trumbull in accordance with the specifications and requirements detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer.

1. PREPARATION FOR PROPOSALS

An original and three (3) exact copies of each Proposal shall be submitted in a sealed envelope, and addressed to: Purchasing Agent, Town of Trumbull, in a sealed envelope and plainly marked on the outside as “CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL”. The envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened.

2. PROPOSAL SUBMISSION

a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

PROPOSAL # 6078  DUE:  AUGUST 29,2014 @ 2PM
Trumbull Town Hall – Attn: Kevin Bova, Purchasing Agent
5866 Main Street, Trumbull CT  06611

b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project.

c) The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.

d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, irregularities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

6. SPECIFICATIONS
If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

7. INQUIRIES & ADDENDUMS
   a) All technical inquiries regarding this request may be directed to Paul Lisi – Antinozzi Associates (203-377-1300 (PLisi@Antinozzi.com) or Allen White, Town of Trumbull, Facilities, (203) 452.5070 (awhite@trumbull-ct.gov). No inquiries shall be responded to that are received after AUGUST 27TH 2014.
   b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.
   c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
   d) It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS
   Any assignment or subcontracting by a proposer, bidder, supplier, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

9. HOLD HARMLESS CLAUSE
   The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

10. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE
    All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

11. INSURANCE
    The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td></td>
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</tr>
<tr>
<td>Property Damage Liability</td>
<td>$1,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Personal Injury Liability</td>
<td>$1,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Comprehensive Auto Liability</td>
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<tr>
<td>Including coverage of owned, non owned &amp; rented vehicles</td>
<td>$2,000,000</td>
<td>$5,000,000</td>
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</tbody>
</table>

The insurance policy must contain the additional provision wherein the company agrees that fifteen (15) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull. Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen’s Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage “B”). The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor’s and each Subcontractor’s insurance.

12. CONFLICT OF INTEREST
    No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS
a) A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.
b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

14. LIQUIDATED DAMAGES:
  a) Non-compliance with the scheduled completion date of the Contract shall result in engineering charges as follows:
  b) The Contractor shall pay liquidated damages of $250.00 per working day for each day after the agreed Contract completion date up to, and including, the actual date of completion.

15. LOWEST RESPONSIBLE PROPOSAL
  a) The Town shall determine the “lowest responsible qualified proposer” on the basis of the Proposer submitting the lowest “Total Proposal”, responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications.
  b) Proposals will be compared on the basis of the “Total Proposal” of the items listed in the Proposal and on basis of the Proposer’s experience and competence.
  c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the “lowest responsible qualified proposer”, the Town will issue a Notice of Award to the successful Proposer.
  d) The Proposer designated by the Town as the “lowest responsible qualified proposer” to whom the contract is awarded shall execute the Contact and submit the following documents:
     i. Performance Bond
     ii. Labor, Payment and Materials Bond
     iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
  e) In the event that the lowest responsible qualified proposer fails to execute the Contact and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

16. MISCELLANEOUS
  a) All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
  b) Selected proposer agrees to warranty all work completed for this requirement.
  c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.
STATEMENT BIDDERS QUALIFICATION STATEMENT

Submitted by:
Name of Organization _____________________________________________________________
Name of Individual _____________________________________________________________
Title _____________________________________________________________
Address _____________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
Telephone _____________________________________________________________

Submitted to:
Name _____________________________________________________________
Address _____________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
Telephone _____________________________________________________________

Project Name and Description (if applicable)
_____________________________________________________________________________
_____________________________________________________________________________

Contractor’s General Business Information

Check If:
Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation
_____________________________________________________________________________
_____________________________________________________________________________

b. List of Executive Officers
Name Title
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
If Partnership:

a. Date and State of Organization

_____________________________________________________________________________

b. Names of Current General Partners

_____________________________________________________________________________

c. Type of Partnership

General Publicly Traded

Limited Other (describe):______________________________________

If Joint Venture:

a. Date and State of Organization

_____________________________________________________________________________

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

_____________________________________________________________________________
_____________________________________________________________________________

If Sole Proprietorship:

a. Date and State of Organization

_____________________________________________________________________________

b. Name and Address of Owner or Owners

_____________________________________________________________________________

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If a joint venture list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of Surety Company and name, address, and phone number of agent.

_____________________________________________________________________________
_____________________________________________________________________________

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes___   No ___

If yes, show names and addresses of affiliated companies.

_____________________________________________________________________________

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes___   No ___
If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
   Yes ___  No ___
   If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
   Yes ___  No ___
   If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

_____________________________________________________________________________
_____________________________________________________________________________

10. If required, can your organization provide a bid bond for this project?  Yes ___  No ___

11. What is your approximate total bonding capacity?
   $500,000 to $2,000,000 ___  $2,000,000 to $5,000,000 ___
   $5,000,000 to $10,000,000 ___  $10,000,000 or more ___

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

_____________________________________________________________________________

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

   Name of Bank _____________________________________________________________
   Address _________________________________________________________________
   Account Manager __________________________________________________________
   Telephone _______________________________________________________________

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: _________________________________________________

By: _________________________________________________________________

Title: _______________________________________________________________

Dated: _______________________________________________________________

Notary Public Signature

_____________________________________________________________________________

Date Commission Expires
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<tr>
<th>Project</th>
<th>Owner</th>
<th>Design Professional</th>
<th>Contract Price</th>
<th>Amount Completed</th>
<th>Date of Scheduled Completion</th>
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## Schedule B: Current Experience (Copy Additional Pages as Needed)

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<th>Owner</th>
<th>Design Professional</th>
<th>Contract Price</th>
<th>Amount Completed</th>
<th>Date of Scheduled Completion</th>
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Schedule C: Personnel (Copy Additional Pages as Needed)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date of Hire</th>
<th>Date Started in Construction</th>
<th>Prior Positions &amp; Construction Experience</th>
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TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
CONSTRUCTION OF POOL FILTER HOUSE AT BEACH POOL
RFP 6078  DUE: AUGUST 29, 2014 @ 2:00PM

PROPOSAL

(TO BE ON BIDDER'S LETTERHEAD)

To:  Town of Trumbull
      5688 Main Street
      Trumbull, CT 06611

Project: BEACH MEMORIAL PARK
PROPOSED POOL FILTER HOUSE
BEACH MEMORIAL ROAD
TRUMBULL, CONNECTICUT

Date:  ________________________

Submitted by:
(Full name)
____________________________________________________________________________
(Full address)
____________________________________________________________________________

1.  OFFER

Pursuant to and in compliance with the Invitation to Bid relating thereto, the Undersigned,

____________________________________________________________________________

himself/herself with the conditions present and carefully examined all the documents (including the
drawings and specifications dated March 4, 2013/Re-bid August 12, 2014), General Instructions, Bid
Proposal Form, etc., together with all Addenda issued and received prior to closing time for receipt of
Bids as prepared by Antinozzi Associates hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish
all work in accordance with said documents for the above mentioned projects to the satisfaction
of the Architect and Owner for the stipulated sum of

Base Bid (in words) ___________________________________________________________

Base Bid (in figures) $_________________________________________________________

Enclosed herewith is the Bid Guaranty (10% of Base Bid minimum), which is in the form of:

( ) Bid Bond                  ( ) Certified Check
All State of Connecticut taxes are excluded from the Bid Sum.

2. ACCEPTANCE

This offer shall be open to acceptance for ninety (90) days from the Bid opening date.

If this Bid is accepted by the Owner within the time period stated above, Undersigned will:

Execute this Agreement within ten days of receipt of acceptance of this Bid.

Furnish the required bond(s) within ten days of receipt of acceptance of this Bid.

Commence work within seven days after written Notice to Proceed or Contract signing.

Notice: PREVAILING WAGES WILL ONLY BE NEEDED IF OVER 100K. Town may decide at their discretion on whether to use one or all ALTERNATES.

If this Bid is accepted within the time stated, and the Undersigned fails to provide the required Bond(s), the Owner may charge against the Undersigned the difference between the amount of this bid and the amount for which the contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, the Undersigned will commence all the work per the contract documents within one week from the Notice to Proceed and shall receive satisfactory inspection by the appropriate municipal entities per the Owner's schedule. Is it additionally understood that liquidated damages, in the amount of $250 per calendar day, will be assessed for failure to complete the project within the project timelines.

4. CHANGES TO THE WORK

Equitable adjustments for Changes in the Work will be net cost plus a percentage feed in accordance with the General Conditions.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

Addenda # _________, ___________, ___________, ___________, ___________, ___________
6. ALTERNATES

A. Add Alternate No.1 – For supplying all material and labor to install complete roof structure and gable end walls including roof framing, roofing, gable end siding, overhangs, etc. Base Bid shall not include any work beyond top of masonry walls.

ADD THE SUM OF $_________________

B. Add Alternate No.2 – For supplying all material and labor to install new concrete slab, stairway and railings. Base Bid shall not include slab, stairway or railings.

ADD THE SUM OF $_________________

C. Add Alternate No.3 – For supplying all material and labor to install new overhead doors and man doors complete with hardware. Base Bid shall not include any doors or hardware.

ADD THE SUM OF $_________________

7. BID FORM SIGNATURE (S)

The Corporate Seal

______________________________________________________________________________
(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

______________________________________________________________________________
(Authorized signing officer) (Title)

(Seal)

______________________________________________________________________________
(Authorized signing officer) (Title)
If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM