SUPPLEMENTAL INSTRUCTIONS & INFORMATION TO BIDDERS

OWNER	City of Meriden 142 East Main St Meriden, CT 06450
PROJECT SITE LOCATION	Meriden Public Library 105 Miller Street Meriden, CT
GENERAL CONTRACTOR	Montagno Construction, Inc 75 Progress Lane Waterbury, CT 06705
ARCHITECT	TSKP Studio Jeannette O'Connell, ASID/IIDA 146 Wyllys Street, Suite 1-203 Hartford, CT 06106 joconnell@tskp.com
PURCHASING AGENT	Adam B. Tulin Purchasing Officer City of Meriden 142 East Main St, Room 210 Meriden, CT atulin@meridenct.gov

SUPPLEMENTAL INSTRUCTIONS

1. **DRAWINGS**
   As listed in the Table of Contents at the front of this document prepared by TSKP Studio, Architects.

2. **SPECIFICATIONS**
   The Specific Section(s) being quoted by Vendor and all other Specifications for the Project as prepared by the Architect, and included herein.

   FF&E Item Data Sheets, included in the bid documents, provides complete product data and room locations. Bidders must reference for complete item information. Note all images are for reference only and may not be exact representation, read specifications for product information.

   FF&E Unit Pricing Worksheet by Category, included in the bid documents, must be completed with unit cost and total cost per item and shall be submitted with the Bid Form as instructed in the Invitation to Bid.

3. **BID FORM**
   Bids to be lump sums by Category, in the format enclosed herein, with no escalation clauses allowed. The Bid Form & "FF&E Unit Pricing Worksheet by Category" must be submitted together.

   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. Under no circumstances will The Owner be responsible for the cost of preparing any bid or proposal.

4. **NO BID ITEMS**
   If a Contractor fails to bid on all items listed in a category **(unless exception is noted)** in the FF&E Unit Pricing Worksheet by Category, their bid may be disqualified. Contractors may bid on one category, or on more than one category, but partial bids in a category may be rejected.

5. **SUBSTITUTIONS (OR EQUALS)**
   Bidders may submit proposals for substitutions. Substitutes will be considered, however, the Bidder will be responsible for proving substitutions equal to the specified items**. Substitutes must be noted for each item on the FF&E Unit Pricing Worksheet by Category, including manufacturer and model.** If the Bidder proposes to provide substitutes, the Bidder shall submit photograph(s), finish selection samples, and written specifications and warranties of the proposed substitution with the Bid. If requested the bidder shall provide samples.

6. **DEFINITIONS**

   Plan and Specification reference to "Contractor" means the Vendor performing work under that specific FF&E Specification Section.
   Specification reference to "provide" means to furnish and install unless otherwise noted.

7. **TERMS OF PAYMENT**
   Five Percent (5%) retainage will be withheld by Owner until the Contractor's work is complete. Retainage will be withheld until acceptance of the FF&E and satisfactory completion of Contractor's

work including all punch list items and submissions of all required record documents and guarantees.

8. SCHEDULE

As Noted in the Bid Form.

Time is of the essence of the Contract. Completion of Work included in the Invitation in accordance with the Project Schedule is 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.

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.

If Contractor is behind schedule through fault of no one but itself, it shall add manpower and/or work overtime as required **i**n order to regain schedule. No compensation for such overtime or added manpower will be made.
If Contractor is required by the Owner or **C**onstruction **M**anager 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 subcontractor may be required to perform work out of normal sequence.

Subcontractors whose work normally is coordinated with others should make themselves aware of others' work scope.

9. COORDINATION AND JURISDICTION

The Contractor shall coordinate its work with that of other trades at all times.

10. PARKING AND ACCESS

Parking of workers', supervisors', or management employees' cars will be allowed on the site only in designated areas.
Trucks will be allowed on the actual project site only to make deliveries of material, tools, or equipment and must then leave promptly unless being used as a tool of the trade.
Exceptions with the specific approval of Construction Manager and Owner must be made in advance.

11. HOISTING

A. Hoisting is the responsibility of the Contractor. The Construction Manager will not provide crane(s), personnel or material hoists.
B. Location of and scheduling of Contractor's hoisting apparatus to be coordinated with Construction Manager’s Project Superintendent.

12. CLEAN UP

Daily clean up and removal of rubbish is the responsibility of the Contractor. Contractor shall be responsible for proper disposal of all packing and crating materials off-site. Cooperation among

Subcontractors is required and expected regarding cleaning of general litter. Buildings are to be kept clean at all times and failure of Contractor in this regard will result in back charges from the Construction Manager for cleaning.

13. CUTTING AND PATCHING

The Contractor shall perform all cutting and patching under jurisdiction of its trade(s). Also, if cutting and patching are required as a result of Contractor's failure in the performance of the Work, the Contractor shall be responsible for the corrective cutting and patching at no cost to the Construction Manger.

14. PROTECTION AGAINST LOSS AND DAMAGE

The Contractor shall protect and secure its materials and equipment against loss, including theft. The Construction Manager will not accept any claim for alleged theft. Contractor will protect its work from damage until its work is complete for the entire project.

15. ELEVATOR USE

All new FF&E is installed on first floor, there is no new furniture in second floor. Use of Elevator must be coordinated with General Contractor or Owner.

16. SITE VISIT & PRE-INSTALLATION MEETING

The Contractor acknowledges that prior to furnishing a proposal for the Work, it has visited the site and is familiar with conditions at the site and in the locality where the Work is to be performed which could affect its work.
Selected contractors shall be required to attend a pre-installation meeting coordinated through the Owner's Representative. At such time delivery and installation logistics will be discussed including truck delivery locations, hauling routes, and other pertinent information.

17. SAFETY PROCEDURES

The Vendors are required to follow OSHA regulations as well as their Company safety manuals.

18. EXTRA WORK

Any work that is agreed upon as being in addition to the contract for which a lump sum amount has not been agreed upon will be performed on a time and material basis. Extra work tickets must be signed on a daily basis for this work.

For any work that a contractor disputes as being part of his contract and is directed to perform, the Owner will sign daily tickets for work verification only. No consideration will be given or change order issued for any claim of extra work that is not brought to the attention of the Owner/Architect at the time the alleged extra work is being performed. The allowed mark-up for OH&P on extra work is 15% for the Contractor's own forces, 10% on sub-contractors. TOTAL ALLOWANCE 20% MAXIMUM.

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 a.m. on November 16, 2022 and thereafter immediately read in public (the "bid opening").

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of the complete bid package. One shall be an original and one can be a copy**. Please submit one complete copy of your bid on a flash drive.**

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words "**BID DOCUMENT – B023-21 Meriden Public Library FF&E 11:00a.m.**" in the lower left hand corner.
c. Bids received later than the time and date specified will not be considered.
d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, ***the written unit prices shall govern***.

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of its bid, any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements,

conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its bid within ninety (90) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Library Department following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his

designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE

N/A

9. EXTENSION OF AGREEMENT

N/A

10. TIME

See above

11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

12. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, AIA A151-2019.

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

a. The incumbent will be awarded the bid over that of another bidder.
b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
d. The winner of a coin toss will be awarded the bid over that of another bidder.

20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

22. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

23. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

24. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

25. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

26. PAYMENT REQUISITIONS & CERTIFIED PAYROLL

Progress payment requisitions are due monthly on last day of the month for work completed during the contract period. Requisitions are to be sent to the Architect/Engineer and/or City of Meriden Department responsible for management/administration of the contracted work.

Certified Payroll for construction contracts that require State of Connecticut Prevailing Wage Determinations are required for each week of work by the Contractor and any or all the Contractor's Subcontractors and are due monthly with each requisition. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. No progress payments will be issued to

the Contractor without accompanying Certified Payroll.

For federally funded construction contracts with Davis Bacon Wage Determinations, Certified Payroll for all employees of the Contractor and any or all of the Contractor's Subcontractors are required to be submitted weekly to the Architect/Engineer and to the City of Meriden Purchasing Department. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. Employees on the construction site will be interviewed by City of Meriden Staff and/or City of Meriden subcontracted Project Management/Clerk-of-the-Works/Owner's Representatives for Davis Bacon compliance. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

27. CHRO

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. 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, as amended. (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.