

INVITATION TO BID

**Contractor Services Associated with:
OLIVER ELLSWORTH SCHOOL
ROOF REPLACEMENT PROJECT
730 Kennedy Rd.
Windsor, CT 06095**

THIS IS AN INVITATION FOR BIDS AND THE TOWN RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE, HIGH OR LOW, AS IT DETERMINES TO BE IN THE BEST INTERESTS OF THE TOWN OF WINDSOR.

INTENT AND GENERAL INFORMATION

In accordance with the provisions of Connecticut General Statutes (CGS) Section 10-291 as amended; The Town of Windsor solicits proposals from LICENSED CONTRACTORS; to remove and properly dispose of existing roof, properly remove and dispose of materials determined to be hazardous, furnish and install all materials, labor, and equipment related to new roof installation totaling approx. 72,082 sq. ft.

Project Drawings and Specification Books are available at Windsor Town Hall, 275 Broad Street, Second Floor, Engineering Department. \$50.00 non-refundable fee each set.

All work performed under contract between the Town of Windsor and the CONTRACTOR is required to be permitted and inspected by ALL town building inspectors as required.

THIS PROJECT WILL BE AWARDED TO ONLY BIDDERS PREQUALIFIED PURSUANT TO CGS SECTION 4A-100. ALL BIDDERS MUST SUBMIT DAS CONTRACTOR PREQUALIFICATION VENDOR CERTIFICATE WITH BID.

SCOPE OF WORK

The selected CONTRACTOR will: remove properly dispose existing roof, properly remove and dispose of materials determined to be hazardous, furnish and install all materials, labor, and equipment related to new roof installation of approx. 72,082 sq. ft. Bid price to be complete turn key price. All work to be performed at the Oliver Ellsworth Elementary School 730 Kennedy Rd, Windsor, CT. Detailed Scope of Work is contained in the Specification Books and Project Drawings.

BID AND SUBMITTAL CONDITONS:

THE BIDS SHALL INCLUDE:

1. Bidders will submit two sets of their sealed bid on enclosed BID FORM.
2. A statement of staff availability and their experience and background.
3. A list of any and all proposed subcontractors to be utilized on the project.
4. A projected time schedule of the work. It is expected that the work will be completed by August 23, 2013.
5. Bid security payable to the Town of Windsor in the form of a certified check or bid bond is required for five percent (5%) of the amount bid, issued by an acceptable surety on AIA document A311 or comparable legal bond form, and must accompany each bid.
6. The successful bidder shall provide using AIA documentation forms the following; Contract, Performance, and Payment bond within ten days of notification of project award.
7. The successful Contractor shall be required to provide a two (2) year installers warranty as required by the State of Connecticut Bureau of School Facilities.

SUBMISSION REQUIREMENTS

Bids will be received at the Finance Department Windsor Town Hall Attn: James Bourke until APRIL 17, 2013 10:00 AM at which time they will be opened in the Town Hall, second floor, Rose Room and publicly read aloud.

***James Bourke
Assistant Finance Manager
Town Hall
275 Broad Street
Windsor, CT 06095***

Contact George Greco at 860-687-2000 ext. 223 to schedule site walk through. A mandatory walkthrough is scheduled for APRIL 10, 2013 at 9:00 AM. Sign-in will be in the main office. Drawings and specification books will be available for purchase at walkthrough, \$50.00 non-refundable.

Bid Proposals must be submitted by 10:00 AM APRIL 17, 2013. All bids must be signed by an Officer of the Company, contain one complete price on enclosed bid form with bid bond included in package and DAS Prequalification Certification.

The Contractors are advised the Town of Windsor reserves the right to accept or reject any and all bids, high or low, or any part thereof, to waive defects or formalities in same, or to accept any proposal it deems to be in the Town of Windsor's best interest.

TERMS AND CONDITIONS

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

Services to be Provided

The Contractor shall provide services as set forth in their bid and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the Town of Windsor and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by the Town of Windsor or in accordance with any applicable state or federal law.

Billing and Payment

The Town of Windsor will pay the Contractor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 10 days after approval by the Town's Public Building Commission of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Contractor in writing, the reason for refusing to approve said invoice. In the later case, the Contractor will make the necessary corrections and resubmit the invoice. The Town will, within 30 days of an approved invoice, pay the amount to the Contractor.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten

(10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

Equitable Relief

Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

Insurance

The Contractor shall, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The Contractor shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

The Contractor shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The Contractor shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

5. Professional Liability Insurance

The Contractor shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty- (30) days notice to the Town of Windsor in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof.

The above insurance requirements shall also apply to all Subcontractors and the Contractor shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The drawings, specifications and other documents prepared by the Contractor for this Project shall be the joint property of the owner and the Contractor, provided, however, the rights of ownership shall be limited as follows:

(a) Contractor shall provide the owner with all equipment owners' manuals and documentations.

(b) Hazardous material report by EnviroMed Services Inc. included in project specifications book.

The Owner shall have the unlimited right to submit or distribute documents to meet official regulatory requirements or for similar purposes in connection with the project.

PREVAILING WAGE AND PAYMENT BY GENERAL CONTRACTOR TO SUBCONTRACTOR

In accordance with Section 31-53 of CGS, renovations greater than \$100,000 are subject to Prevailing Wage requirements.

The General Contractor shall remain in accordance with Section 49-41a of CGS, Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.

Town of Windsor
Finance Department
275 Broad Street
Windsor, Connecticut 06095

TO: Mr. James Bourke
Assistant Director of Finance
Town of Windsor
275 Broad Street
Windsor, CT 06095

The undersigned _____ doing business in the Town
of _____,
County of _____, State of _____, submits
herewith, in conformity with the specifications dated April 17, 2013, the following bid:

ROOF REPLACEMENT FOR OLIVER ELLSWORTH ELEMENTARY SCHOOL

1. BASE BID

\$ _____

(_____)

written figures

2. The Contractor shall quote in his Bid the following unit prices which may be as selected by the Owner.

	Unit	Added
1. Repair/patch metal deck	Sq. Ft.	_____
2. Replace wood blocking with P.T. wood blocking.	Ln. Ft.	_____
3. Re-pointing of masonry joints (Beyond base bid)	Sq. Ft.	_____

3. Name of Subcontractor(s) to be utilized.

Name of Bidder: _____

—

By _____

Title _____

Address of Bidder _____

—

Telephone No. _____ Fax

No. _____

4. Receipt of Addenda: Receipt of the following Addenda is hereto acknowledged:

Addendum	Signature	Date
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No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____