

INVITATION TO BID

Contractor Services Associated with:

**COMMUNITY CENTER AT 330 WINDSOR AVENUE
ROOF REPAIR AND RESTORATION PROJECT
330 WINDSOR AVENUE
WINDSOR, CT 06095**

THIS IS A REQUEST FOR PROPOSALS AND THE TOWN RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN OF WINDSOR

GENERAL

The Town of Windsor solicits bids from LICENSED CONTRACTORS to perform repairs and roof restoration to metal roof of approximately 16,730 sq. ft. Furnish all materials, equipment, and labor related to project drawings and specifications. Work is to be scheduled as soon as weather conditions are allowable per products manufacturer recommendations.

Project Drawings and Specification Books are available at Windsor Town Hall, 275 Broad Street, Second Floor, Engineering Department. \$20.00 non-refundable fee each set.

SCOPE OF WORK

The scope of work, without limiting the generality thereof, consists of furnishing all labor, material, equipment necessary to complete this project. The selected CONTRACTOR will provide:

1. Power wash entire roof surface including parapet wall areas to remove all dirt, grit, and debris. Properly wash with approved cleaning material to ensure no residue is left on the surface from cleaning agents.
2. Examine roof area for loose or rusted fasteners. Spot repair where necessary by replacing existing fasteners with oversized fasteners.
3. Coat all areas where surface rust exists with White Knight Metal Primer at a rate of ¼ gallon per one hundred (100) square feet.
4. Install White Knight Self Adhering Seam tape over all exposed seam lines and fasteners on field and perimeter areas and around projection bases with White Knight Seam Tape. Coat over seam tape areas with White Knight Plus at a rate of two (2) gallons per one hundred (100) square feet.

5. On parapet walls install White Knight Self Adhering Seam tape on all vertical flashing joints. Examine all walls for loose or rusted fasteners. Spot repair where necessary by replacing existing fasteners with oversized fasteners.
6. On existing coping cap remove existing single ply membrane at each joint. Properly clean areas and install new 6" EPDM cover strip over open coping joints. Seal laps of EPDM membrane with Tuff-Stuff non-sag caulk.
7. Coat entire roof surface and parapet wall areas with White Knight Plus urethane based coating system at a rate of two (2) gallons per one hundred (100) square feet.

BID AND SUBMITTAL PROVISIONS

Bid price to be complete turn key price. All work to be performed at the COMMUNITY CENTER AT 330 WINDSOR AVENUE, WINDSOR, CT 06095. Detailed Scope of Work is contained in the Specification Books and Project Drawings.

THE BIDS SHALL INCLUDE:

1. Bidders will submit three sets of their sealed bid on enclosed BID FORM.
2. A statement of staff availability with their experiences and backgrounds. (Ensure that the Project Manager assigned to the job has knowledge of this proposal and is qualified to direct the effort).
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 25, 2014.
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 one (1) year installers warranty.

SUBMISSION REQUIREMENTS

The respondent shall submit three sets of their proposal. Proposals will be received at the Finance Department, Windsor Town Hall, Attn: James Bourke, Assistant Finance Manager, until April 24, 2014, 10:00 AM, at which time they will be opened in the Rose Room, second floor Town Hall and publicly read aloud.

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

A mandatory walk through is scheduled for 9:30 AM, April 10, 2014
All bids must be signed by an Officer of the Company.

Terms and Conditions

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. The respondent may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The winning bidder shall provide services as set forth in the 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 winning vendor 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 30 days after receipt of an invoice requesting payment, and with the approval of the Public Building Commission, indicate the approval of payment and process the invoice or indicate to the winning bidder in writing, the reason for refusing to approve said invoice. In the later case, the winning bidder will make the necessary corrections and resubmit the invoice.

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, 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 winning vendor 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 winning bidder 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 winning vendor 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 winning vendor 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 winning vendor 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 winning vendor 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 winning vendor shall not allow any Subcontractors to commence work until the Subcontractors insurance has been so obtained and approved.

Use of winning vendor Drawings, Specifications and Other Documents

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

- (a) Owner may utilize the drawings and specifications and other documents with respect to construction, maintenance, repair and modification of the project.
- (b) Owner shall protect and hold harmless the winning bidder from any liability for

any modifications or changes in the above documents done by the Owner and not authorized by the winning vendor. The Owner accepts complete responsibility for the accuracy of the documents for any use beyond that intended by the winning vendor under the provisions of this Contract.

(c) The winning bidder shall provide the owner with drawings, specifications and other documents required by the owner to complete the project in the event, for any reason, the winning vendor fails or is unable to complete the project. The winning bidder shall be paid for all services performed up to the date of termination of the winning vendor's services but no dispute, mediation, or arbitration or other proceedings shall allow the winning vendor to withhold such documentation as may be required by the owner to complete the project.

(d) The winning bidder may utilize any of the constituent parts of the drawings and specifications on any other project except for any unique or distinctive architectural components or effects which taken independently or in combination would produce a project with substantially similar and distinctive features.

(e) The winning bidder shall provide the owner with a complete record set depicting the project reasonably as-built with the exception that responsibility for all mechanical and electrical systems as-builts shall be required from the contractors as Part of the contract documents.

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.

BID SHEET

Having carefully examined the Instructions to Bidders, Equipment / Material Specifications, Scope of Work, Standard Bid and Contract Terms and Conditions, the site(s) where the work is to be performed, all applicable legal requirements and having made such independent investigations as the respondent deems necessary, the undersigned hereby submits a bid to perform the Community Center at 330 Windsor Avenue Roof Repair and Restoration Project, Windsor, CT 06095

In submitting this bid, the bidder represents that this bid will remain effective for ninety (90) days following the bid due date.

A. Project Cost and Construction Administration:

For providing all work, labor, materials, equipment, transportation, insurance and all else whatsoever required to completely finish all work in connection with the Community Center at 330 Windsor Ave., Roof Repair and Restoration Project, the lump sum of:

_____ Dollars (\$ _____)*
(Amount in Words) (Numbers)

If awarded this contract, we will execute an AIA contract with the Town of Windsor, Owner of the property.

*Prices given are the final price to the Owner and include all taxes, overhead and profit of the Bidder.

Date Submitted: _____

Company Name: _____

Address: _____

Phone No: _____

Name: _____ Title: _____

Signature: _____