

## **INVITATION TO BID**

**Contractor Services Associated with:  
Convert Current Oil Heating Equipment to Natural Gas Equipment  
Sage Park Middle School  
25 Sage Park Road  
Windsor, CT 06095**

### **GENERAL**

The Town of Windsor is accepting bids for Contractor services to replace three oil fired burners at Sage Park Middle School new full modulation natural gas burners. Convert one propane domestic hot water heater to natural gas. Remove and dispose one 10,000 gallon buried steel storage tank.

### **SCOPE OF WORK**

Remove three existing oil fired burners and replace with natural gas fired only burners. Remove and dispose existing oil line piping and pump(s) in boiler room and hallway complete. Install new natural gas piping from new meter location outside building into boiler room to each new burner and domestic HW heater per all applicable codes. Adjust provision for boiler make-up air as required. Commission and train facility staff is required in operation and maintenance. Remove and dispose one 10,000 gallon underground steel storage tank complete.

### **BID AND SUBMITTAL CONDITIONS:**

Bid price to be lump sum complete turn key bid. All work is to be performed at the Sage Park Middle School, 25 Sage Park Road, Windsor, Ct 06095. A building permit and associated inspections are required. Local permit fees are waived; however the Contractor shall include \$0.16 per \$1,000.00 in the bid for State of Connecticut Education fund fees, payable to the Town of Windsor.

### **ALL BIDDERS MUST VISIT SITE(S) TO BE CONSIDERED A QUALIFIED BIDDER**

### **THE QUALIFIED BIDS SHALL INCLUDE:**

1. Total cost of all work to be performed listing replacement equipment; type and model numbers.

2. **Project requires two separate lump sum bid two prices; one for buried heating tank removal complete, and one for burner conversions complete. Contractor(s) can bid one only or both with lump sum pricing.**
3. Bidders will submit three sets of their sealed bid on BID FORM.
4. An assessment of the Contractors approach to completing the work with timeline schedule.
5. A statement of staff availability and their experience and background.
6. A list of any and all proposed subcontractors to be utilized on the project.
7. Provide cost reimbursement for salvage scrape value of removed equipment and materials.
8. A projected time schedule of the complete project work. It is expected that the work will be completed by September 30, 2014.
9. 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.

The Town reserves the right to reject any or all BIDS submitted.

#### **SUBMISSION REQUIREMENTS**

***Bids will be received at the Finance Department Windsor Town Hall until May 16, 2014 10:00 AM at which time they will be opened in the Rose Room and publicly read out loud.***

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

Contact Whit Przech at 860-285-1870 to **schedule site walk through** to become a qualified bidder.

Proposals must be submitted by 10:00 AM May 16, 2014. All bids must be signed by an Officer of the Company, contain one complete price with bid bond included in package.

The Contractors are advised the Town of Windsor reserves the right to accept or reject any and all bids, or any part thereof, to waive defects or formalities in same, or to accept any bid 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. The Contractor may use a standard form of

agreement incorporating the following provisions. 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 the proposal 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 Contractors 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 receipt 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 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 contractor. The Owner accepts complete responsibility for the accuracy of the documents for any use beyond that intended by the winning vendor under the visions 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 ' services but no dispute, mediation, or arbitration or other proceedings shall allow the winning contractor 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 FORM**

**Heating Conversion to Natural Gas  
Sage Park Middle School  
25 Sage Park Road  
Windsor, CT**

**To: Mr. James Bourke, Assistant Finance Manager  
Town of Windsor  
275 Broad Street  
Windsor, CT 06095**

Pursuant to and in compliance with your "Invitation to Bid" relating thereto, the undersigned,

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(Name of Firm)

Having visited the site and carefully examined existing conditions, bidding documents and received prior to schedule closing time for recipient of Bids as prepared by Town of Windsor, 275 Broad Street Windsor, Ct 06095, hereby agrees as follows:

To provide all labor, materials, and all else whatsoever necessary to remove and replace all work in connection with the:

Heating Conversion to Natural Gas  
Sage Park Middle School  
25 Sage Park Road  
Windsor Ct 06095

To the satisfaction of the Owner for the sum of:

\_\_\_\_\_ (\$\_\_\_\_\_)

To provide all labor, materials, and all else whatsoever necessary to remove and replace oil to natural gas equipment described in bid specifications. If awarded this contract, we will execute a contract with the Town of Windsor, Owner of the property.

2. To the satisfaction of the Owner for the sum of:

\_\_\_\_\_ (\$\_\_\_\_\_)

To provide all labor, materials, and all else whatsoever necessary to remove 10,000 gallon steel heating oil tank, backfill, grade, and seed. If awarded this portion contract, we will execute a contract with the Town of Windsor, Owner of the property.