

INVITATION TO BID

**Contractor Services Associated with:
CLOVER STREET ELEMENTARY SCHOOL
PARTIAL ROOF REPLACEMENT PROJECT
State Project # 64-0100RR
57 Clover Street
Windsor, CT 06095**

THIS IS A INVITATION FOR BIDS AND THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, HIGH OR LOW, OR ANY PART THEREOF, TO WAIVE DEFECTS OR FORMALITIES IN SAME, OR TO ACCEPT AND NEGOTIATE WITH ANY BIDDER IT DEEMS TO BE IN THE TOWN OF WINDSOR'S BEST INTEREST.

INTENT AND GENERAL INFORMATION

The Town of Windsor solicits proposals from STATE OF CONNECTICUT LICENSED CONTRACTORS; to remove and properly dispose of all associated existing roof materials, properly remove and dispose of materials, furnish and install all materials, labor, and equipment related to the new roof installation of approximately 6,600 sq. ft.

Bidders may obtain hard copies of complete sets of Bidding Documents available at **Advanced Reprographics upon a non-refundable payment to be advised at the time of order/pick-up for EACH SET.** Make check payable to **Advance Reprographics.** Go to www.advancedrepro.net and click on "ACCESS OUR PLANROOM" on the bottom of the page and select "PUBLIC JOBS." Plans and specifications will be available for viewing and purchasing.

Addenda will be issued to all Bidders who have secured Drawings and Specifications from Town of Windsor by Whit Przech Facilities Manager. Faxes or emails of Addenda will not be provided by the Architect.

All work performed under contract between the Town of Windsor and the CONTRACTOR is required to be permitted and inspected by Windsor Building Officials. The CONTRACTOR is responsible for scheduling and documenting all inspections. Building permit fees waived except for State Educational Fund Fee.

SCOPE OF WORK

The selected CONTRACTOR will: remove properly dispose all existing roofing materials, daily clean site to owners representatives satisfaction, properly remove

and arrange disposal of materials. Furnish and install all materials, labor, and equipment as per all project specifications related to the new roof installation of approx. 6,600 sq. ft. Bid price to be complete turn key price. All work to be performed at the Clover Street Elementary School 57 Clover Street, 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 begin in or around November 22, 2019 and be completed no later than December 30, 2019
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

SUBMISSION REQUIREMENTS

Bids will be received at the Finance Department Windsor Town Hall Attn: James Bourke until Friday November 15, 2019 11:00 AM at which time they will opened in the Town Hall, second floor, Rose Room and publicly read aloud.

***James Bourke
Director of Finance
Town Hall
275 Broad Street
Windsor, CT 06095***

A mandatory walkthrough is scheduled for Monday November 4, 2019 at 10:00 AM. Sign-in main lobby and group will assemble in cafeteria.

Proposals must be submitted by Friday November 15, 2019 11:00 AM. Lump sum price on enclosed bid form with unit pricing as noted and with bid bond included in package.

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

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.

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 less than \$100,000 are not subject to Prevailing Wage.

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.

BID FORM

**CLOVER STREET ELEMENTARY SCHOOL
PARTIAL ROOF REPLACEMENT PROJECT
57 Clover Street
Windsor, CT 06095**

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

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

(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: remove & properly dispose existing roof and all project debris, daily clean site, furnish and install all materials, labor, and equipment related to new partial roof installation of 6,600 sq. ft. Bid price is complete turn key price. All work to be performed at the CLOVER STREET ELEMENTARY SCHOOL 57 Clover Street, Windsor, CT.

**CLOVER STREET ELEMENTARY SCHOOL
Partial ROOF REPLACEMENT PROJECT
57 Clover Street
Windsor, CT 06095**

Unit Pricing;

Replace deteriorated wood blocking: ln. ft Add _____
Repair / patch deteriorated concrete roof deck sq. ft. Add _____

To the satisfaction of the Owner for the lump sum of:

(written) _____ (\$ _____)

To remove all existing materials related to this project, properly dispose thereof, provide all labor, equipment, and materials, and all else whatsoever necessary to install new 6,600 sq. ft. as roof per project drawings and project Specifications. If awarded this contract, we will execute an AIA contract with the Town of Windsor, Owner of the property.

