

**INVITATION TO BID
TOWN OF COLCHESTER
YOUTH CENTER ROOF AND SOFFIT REPAIR PROJECT
BID #2022-005**

The Town of Colchester, Connecticut is soliciting sealed bids for the Town of Colchester Youth Center Roof and Soffit Repair Project. The project consists of improvements to the historic building previously known as 'Old Town Hall' and the former Ransom School and The Wheeler Block, located at 40 Norwich Avenue.

A non-mandatory, pre-bid meeting will be held at 40 Norwich Avenue at 9:00 a.m. on Tuesday, April 26, 2022.

Sealed Bids will be received at the office of the First Selectman of the Town of Colchester, 127 Norwich Avenue, Suite 201, Colchester, Connecticut, 06415; Attention: Mr. Andreas Bisbikos, First Selectman until but no later than 2:00 p.m. prevailing time on Monday, May 2, 2022, at which time and place said Bids will be opened publicly and read aloud.

The Contract Documents, including specifications and images, may be examined at the office of the First Selectman at the Colchester Town Hall, 127 Norwich Avenue, Colchester, CT during regular business hours. Copies of the Contract Documents may be downloaded from the Town of Colchester's website, <https://www.colchesterct.gov/doing-business-colchester>, under the RFP/RFQ tab.

This contract is subject to state set-aside and contract compliance requirements. See CHRO Requirements in Contract Documents.

No Bidder may withdraw his Bid for a period of sixty (60) days after the date of Bid opening. The award of a Contract, if awarded, will be the lowest responsible qualified bidder, provided that the bid is reasonable and that it is in the best interest of the Town of Colchester to accept such bid. The Town reserves the right to accept or reject any or all Bids, or waive any technicality in any Bid or part thereof, if deemed to be in the best interest of the Town of Colchester.

Andreas Bisbikos
First Selectman
Purchasing Authority

INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

The Town of Colchester Youth Center, previously known as the Old Town Hall, the Ransom School, and originally as The Wheeler Block, is an historic building at 40 Norwich Avenue in Colchester, Connecticut. Built in 1872, it is a good local example of Second Empire architecture, having seen a variety of civic and commercial uses. The building was listed on the National Register of Historic Places on April 16, 1993.

The building is located in the village center of Colchester, facing north across Norwich Avenue to the Town Green, at the junction with Hayward Avenue. It is a 2 1/2-story wood-framed structure with a mansard roof, bracketed cornice, and gable-roof dormers with paired round-arch windows. A single-story porch extends across the front, with turned balusters and bracketed square posts supporting a low-pitch hip roof. A single-story addition extends to the left of the main block. The interior is mainly the product of alterations made in the 1930s, when it was converted for use as town hall.

The center block portion of the building was built in 1872 by Joshua Wheeler, a local merchant and Mason. The building originally housed commercial businesses on the ground floor and the local Masonic lodge above. The lodge occupied the building's upper floor until 1970. In 1910 Wheeler's daughter, Emeline Ransom, gave the building to the town, which used it as a schoolhouse until 1936, and as Town Hall until 1991.

The general scope of work consists of the roof and soffit repair of the main building. The existing building is wood-framed and wood-sided. The roof has wood underlayment and sloped asphalt shingles. The roof has developed several ridge lines and slopes overall. This area is approximately 36 ft. x 32 ft. and has a single penetration and structures as shown on the attached drawing and picture. This area is envisioned to have EPDM rubber membrane to be wrapped up the sidewalls and under the sloping shingle roof. Once the membrane has been placed and secured under the sidewall, the existing shingles will be replaced with visually identical alternatives.

Once the roofing work is complete, deteriorated sections the existing soffit shall be removed and replaced with like materials and painted. Any deteriorated corbels shall also be replaced with like materials as well. The specific scope of work can be viewed below.

2. GENERAL:

Sealed Bids will be received for the YOUTH CENTER ROOF AND SOFFIT REPAIR PROJECT at the First Selectman's Office of the Town of Colchester, 127 Norwich Avenue,

Suite 201, Colchester, Connecticut, 06415 Attention: Mr. Andreas Bisbikos, First Selectman until but no later than 2:00 p.m. prevailing time on Monday, May 2, 2022.

3. CONTRACT DOCUMENTS:

The executed contract documents shall consist of the following:

- Agreement & Bonds
- Addenda
- Invitation to Bid
- Instructions to Bidders
- Signed Copy of Bid Form
- Attached Drawings & Photos
- Insurance Requirements
- Notice of Award

4. BIDS:

Bid Documents shall be enclosed in a sealed envelope addressed to the Colchester First Selectman and clearly marked “SEALED BID – YOUTH CENTER ROOF AND SOFFIT REPAIR PROJECT” along with the name of Bidder, date and time of Bid opening in order to guard against premature opening of the Bid.

All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including “Instructions to Bidders.” All Bids must be regular in every respect; no interlineations, ditto marks, excisions or special conditions shall be made or included in the Bid Form by the Bidders.

The Owner may consider as irregular any Bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind and, at its option, may reject same. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the Bid may be rejected. The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or by a corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

A Non-Collusion Affidavit shall be completed and returned with the submitted Bid. More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Proposals in which the prices are obviously unbalanced may be rejected.

5. ADDENDA & INTERPRETATIONS:

Any request from a prospective Bidder for interpretation of meaning of Contract Drawings, Specifications or other Contract Documents shall be made in writing to the First Selectman’s Office and to be given consideration must be received at least seven (7) days prior to date

fixed for opening of proposals. Such requests may be sent via facsimile (fax) to Deanna Guadio at (860) 537-7288 or e-mail dgaudio@colchesterct.gov. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of the Contract. Not later than three (3) days prior to date fixed for opening of proposals, Addenda will be mailed or delivered to all parties recorded as having obtained Contract Documents and posted on the Town's webpage. Failure of any Bidder to receive any such addenda shall not relieve Bidder from any obligations under his proposal as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. SITE CONDITIONS:

At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the Work; and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

The Contractor shall undertake, at his/her own expense:

- To take every precaution against injuries to persons or damage to property. There may be children and staff present during the hours the Contractor may be working. The Contractor shall be aware that additional safety considerations should be taken. Particular care shall be taken by the Contractor and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.
- To store his/her apparatus, materials, equipment and supplies in such orderly fashion at the site of work as will not unduly interfere with the normal operation of the Youth Center, the progress of the Contractor's work or the work of others.
- To clean frequently all refuse, scrap, and debris caused by his/her operations and to legally dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
- Before final payment, to remove and/or to legally dispose of all surplus materials and debris of any nature resulting from his/her operations, so that the site is left in a neat, orderly, and workmanlike condition.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

7. BIDDER'S QUALIFICATIONS:

All bidders shall provide information with their bids demonstrating their qualifications to perform the work. At a minimum, each bidder must provide the following information:

- Evidence of Bidder's qualification to do business in the State of Connecticut as well as copies of all required professional licenses.

- A list of present commitments or obligations that may delay the work.
- A list of the major tasks to be completed on the job as well as who will be performing each task (i.e. your company or a subcontractor). If a subcontractor will be utilized, please identify their name.
- A list of relevant project experience demonstrating ability to complete job within the time required and within the established budget. A minimum of three (3) references and project owner's primary contact from projects completed in the last four years (note: projects shall be competitively bid, and preferably lump sum (as opposed to unit price) contracts. Preference is for projects of similar size and scope to this. Please also provide the original contract value (at time of contract signing) and final contract value (upon project completion), including all change orders.

The Owner shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge his Contract. After Bid opening, Bidder shall be prepared to furnish the Owner with any additional written evidence as may be required for this purpose within five (5) days after Owner requests such evidence. Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plan to commence and complete the work at the rate or time specified, and that he is not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work. Please note that the prime contractor is required to self-perform a minimum of 50% of the original total contract value.

8. MODIFICATION:

Any Bidder may modify his Bid at any time prior to the scheduled closing time for receipt of Bids, by submitting an appropriate document duly executed in a manner that Bid must be executed and delivered to the place where Bids are to be submitted. After opening of Bids, no Bidder may withdraw his proposal for a period of sixty (60) days. Owner may, in its sole discretion, release any Bid prior to that date.

9. REJECTION OF BIDS:

The Owner also reserves the right to reject any or all Bids, for any reason it deems advisable, and to award Contract or Contracts to any of the Bidders, regardless of amount of Bid.

10. TIME OF COMPLETION:

The Bidder must agree to fully complete all work within the number of consecutive calendar days of the issuance of the Notice to Proceed set forth in the Agreement.

11. AWARD OF CONTRACTS:

Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required, a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

12. SECURITY FOR FAITHFUL PERFORMANCE:

In addition to the Agreement, a successful Bidder shall also provide, within the time stipulated, a Construction Performance Bond by a company satisfactory to the Owner in an amount equal to One Hundred Percent (100%) of Estimated Total Contract Price recorded in the Proposal section of the Contract as executed, and a Construction Payment Bond in like amount will be required from the successful Bidder for faithful performance of the Contract.

13. INSURANCE REQUIREMENTS

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A) Commercial General Liability:

Limits of Liability: Each Occurrence - \$1,000,000 General Aggregate - \$2,000,000
includes coverage for:

1. Products/Completed Operations
2. Contractual Insurance
- 3.. Broad Form Property Damage
4. Independent Contractors
5. Personal Injury
6. Premises-Operations

B) Auto Liability - Combined Single Limit \$1,000,000

C) Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000
General Aggregate - \$1,000,000

D) Worker's Compensation – Statutory

E) The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

- F) The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

14. DAMAGES

Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by vendor due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

15. INVOICING

Contractor shall prepare invoicing for payment of completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work that has been completed, inspected and approved as above.

16. REFERENCES

Vendor must supply three (3) references where similar work was performed within the last five (5) years.

SAMPLE CONTRACT

THIS AGREEMENT made this ____th day of May __, 2022, by and between
_____ herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester, for the bid sum of (\$____) and considerations stated herein, mutually agree to provide for services as described in RFP 2022-05 Request for Proposals Town of Colchester Youth Center Roof and Soffit Repair and submitted response by the contractor.

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for the Professional services in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester. It is recognized that the general and specific scope of the project is outlined within the Proposal documents.

Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.

Article 3. Contract Documents: The executed contract documents shall consist of the following:

- | | |
|---------------------------|------------------------------|
| • Agreement & Bonds | • Signed Copy of Bid Form |
| • Addenda | • Attached Drawings & Photos |
| • Invitation to Bid | • Insurance Requirements |
| • Instructions to Bidders | • Notice of Award |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER

Attest: _____

By: _____

(Name)

(Title)

CONTRACTOR

Attest: _____

By: _____

(Name)

(Title)

Certification of Corporate Contractor

I, _____, certify that I am the

_____ of the corporation named as Contractor herein; that

_____ who signed this Agreement on behalf of the contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Signature)

(Corporation)