

RFP # 2021-02

Request for Proposals  
Town of Colchester  
Demolition Services at  
129 Westchester Road & 108 Mill Street

RFP #2021-02

Bids shall be addressed to 1st Selectman, Mary Bylone, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. Friday July 23, 2021.**

Bids shall be submitted in a sealed envelope clearly marked, “RFP 2021-02 Demolition Services. Bid opening shall take place at the Colchester Town Hall, Office of the 1<sup>st</sup> Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:05 P.M. Friday July 23, 2021.**

Any questions concerning this bid may be answered by contacting James Paggioli, Town of Colchester Director of Public Works, at (860) 537-7288.

**No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.**

**RFP #2021-02**  
**BID FORM**

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ - \_\_\_\_\_

FAX #: \_\_\_\_\_ - \_\_\_\_\_

EMAIL: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

(Name & Title)

**INSTRUCTIONS:** *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

**BASE BID**

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Lump Sum price for Remediation and Demolition At 129 Westchester Road	_____
2	Lump Sum price for Remediation and Demolition At 108 Mill Street	_____

Total of estimate Amount Written in words ( Items 1& 2)

\_\_\_\_\_

\_\_\_\_\_  
Bidders Name (print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Bidders Address:

\_\_\_\_\_  
Bidders Phone

\_\_\_\_\_  
Bidders FAX

## **General Specifications – Instructions to Bidders**

All bids must be submitted on the enclosed “Bid Form” *No Exceptions*. Bidder shall provide information regarding the bidder’s qualifications, company history, etc. on separate sheets. Information supplied shall be in accordance with the published RFP in regard to background, references, firms detailed listings, and schedule.

General Scope: This proposed scope is presently defined as, but not limited to:

- a. The general plan for demolition is to demolish and remove from the site all portions of the wood structures and portions of all structures that are wood; the perforation or break up of all concrete floor slabs; the demolition of all masonry materials not considered hazardous or contaminated, with the intent to fill and cellar holes with said masonry materials; and the removal of the foundation wall to a point not less than 2 feet below the existing grade of the surrounding ground. Contaminated Masonry materials shall be segregated from other materials and disposed of in accordance with all laws and regulations regarding the type of contamination present. Asbestos Containing Materials remediation and Lead Based Paint remediation shall be conducted prior to the demolition of each structure, in accordance with all laws and regulations for each contaminate. The bidder is directed to quantities and types of materials that listed in the Hazardous Building Materials Survey Report of each property and which are attached and made part of the bid documents.
- b. No work, materials, debris or equipment are to be stored or placed outside of the property line of each location..
- c. The work shall consist of furnishing all materials, fall protection, labor, supervision, equipment, tools, supplies, personnel protective clothing and equipment, all disposal costs in accordance with all applicable laws and all other expenses in order to conduct the work.
- d. Bidders are to comply with all applicable laws and regulations in regard to construction activities, i.e. NFPA, OSHA standards, fall protection, Material Protocols, A.D.A. Regulations, C.B.Y.D., etc. All work shall be performed and completed in accordance with the requirements of CFR Parts 260 through 268, 280 and 281, 29 CFR Part 1910.120, 29 CFR Part 1926, 40 CFR Part 761, Regulations of Connecticut State Agencies (RCSA) Sections 22a-449(d)-1, 22a-449(d)-107, and 22a-449(c)-100 through 119, and all other applicable state and federal regulations.
- e. The contractor shall provide, prior to the start of work, written documentation including all permits verifying that all proposed off-site disposal locations for materials, are licensed and permitted in accordance with all codes, laws, regulations, and standards. All remediation work shall be conducted by only those persons/firms licensed to remediate and legally dispose of said materials. Approval from the Town of the proposed disposal facilities shall be required prior to mobilization to the site.
- f. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).
- g. The bidder should be aware that the Town may employ third party inspectors to monitor the work or may utilize its own staff. Required excavation protection is

- required to be in good working order and the contractor will be required to provide access to the work area during construction.
- h. All necessary documentation, manifests, certification of materials, and permits required to conform to local, state and federal regulations shall be provided in order to have a full record of all material from site to final disposal. Contractor is hereby made aware that this requirement is the responsibility of the contractor and failure to provide all necessary documentation shall be sufficient to not allow for payment of the item and all fines will be the responsibility of the contractor.
  - i. References: Vendor shall supply three (3) references where similar work was performed within the last 5 years.

#### Specifications and Scoping per Bidding Items:

##### Item 1 – Remediation and Demolition at 129 Westchester Road..

The Bidder is hereby placed on notice that the building scheduled for demolition on the premises contain one or more of the following contaminants: Lead Based Paint (LBP); Asbestos Containing Materials (ACM), or Polychlorinated Biphenyls (PCB) that shall be legally remediated prior to the physical demolition of the structure. The bidder is directed to the Pre-Demolition Hazardous Material Survey Report for 129 Westchester Road, Colchester, Connecticut prepared by Mystic Air., which is attached to the bid documents herein.

Prior to demolition of the house, the identified ACM must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor. Estimated quantities are listed within Survey Report.

The bidder shall either have on staff or subcontracted a State of Connecticut licensed Asbestos Designer to create specifications, obtain an approved alternate work plan, if required, from CTDPH and a licensed Asbestos Project Monitor, who shall perform project oversight and air testing in accordance with the Federal and State regulations during abatement. These are all requirements of the CTDPH Standards, and all costs shall be included within the base bid.

Universal Waste: several universal waste items were observed during building walkthrough. Universal wastes include suspect PCB/DEHP (di (2-ethylhexyl) phthalate) ballasts/capacitors associated with light fixtures, mercury-containing florescent and other mixed used high intensity light bulbs, smoke detectors containing suspect radioactive materials, mercury-containing thermostats and electronics, paints, and chemicals.

All universal waste that is present in the buildings will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal and State regulations, and all costs shall be included within the based bid.

Lead Based Paint was identified within the house.

Contractors should be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. Contractor shall comply with exposure assessment criteria, interim worker protection and other requirements of the regulation as necessary to protect workers and occupants/residents. It should be noted that the intent is for completed structure demolition and removal from the property and not renovation as defined within regulation. Toxicity Characteristic Leaching Procedure (TCLP) lead waste characterization sampling has found the building materials can be disposed of as normal construction debris in regards to lead painted surfaces. The contractor must still comply

with all applicable State and Federal regulations, including but not limited to lead OSHA and EPA regulations.

Within the basement of the house the above ground storage tank removal shall be included within the scope of this item. The tank shall be pumped and materials within the tank and the tank itself, disposed of in accordance with applicable State of Connecticut Regulation.

There exists a hand dug 30" diameter stone lined well that shall be abandoned and filled with bank run gravel to final grade.

The existing septic tank shall located in the field and be pumped out (if required), then crushed and backfilled with bank run gravel. Bidders are to anticipate that the size of the tank is approximately 1000 gallons.

Once the structure is removed, the foundation hole will be back filled to create an even slope from front to back. No vertical drops shall be allowed within the former structure. This includes the removal of all foundation walks to at least 2 feet below the final grade surrounding the foundation.

No materials from the structure may be buried on the premises. The existing foundation and basement floor may be crushed and left "in place", with the approval of the Town prior to the final foundation work commencing.

Erosion Control and Soil Stabilization will be required prior to demolition and maintained until grass is established and stable.

#### Item 2 – Remediation and Demolition at 108 Mill Street.

The Bidder is here in placed on notice that the building scheduled for demolition on the premises contain one or more of the following contaminants: Lead Based Paint (LBP); Asbestos Containing Materials (ACM), or Polychlorinated Biphenyls (PCB) that shall be legally remediated prior to the physical demolition of the structure. The bidder is directed to the Pre-Demolition Hazardous Material Survey Report for 129 Westchester Road, Colchester, Connecticut prepared by Mystic Air., which is attached to the bid documents herein.

Prior to demolition of the house, the identified ACM must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor. Estimated quantities are listed within Survey Report.

The bidder shall either have on staff or subcontracted a State of Connecticut licensed Asbestos Designer to create specifications, obtain an approved alternate work plan, if required, from CTDPH and a licensed Asbestos Project Monitor, who shall perform project oversight and air testing in accordance with the Federal and State regulations during abatement. These are all requirements of the CTDPH Standards, and all costs shall be included within the base bid.

Universal Waste: There may be small amounts of waste items observed during building walkthrough. Universal wastes include suspect PCB/DEHP (di (2-ethylhexyl) phthalate) ballasts/capacitors associated with light fixtures, mercury-containing florescent and other mixed used high intensity light bulbs, smoke detectors containing suspect radioactive materials, mercury-containing thermostats and electronics, paints, and chemicals.

All universal waste that is present in the buildings will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal and State regulations, and all costs shall be included within the based bid.

Lead Based Paint was identified within the house.

Contractors should be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. Contractor shall comply with exposure assessment criteria, interim worker protection and other requirements of the regulation as necessary to protect workers and occupants/residents. It should be noted that the intent is for completed structure demolition and removal from the property and not renovation as defined within regulation. Toxicity Characteristic Leaching Procedure (TCLP) lead waste characterization sampling has found the building materials can be disposed of as normal construction debris in regards to lead painted surfaces. The contractor must still comply with all applicable State and Federal regulations, including but not limited to lead OSHA and EPA regulations.

Within the basement of the house the above ground storage tank removal shall be included within the scope of this item. The tank shall be pumped and materials within the tank and the tank itself, disposed of in accordance with applicable State of Connecticut Regulation.

Prior to demolition the existing Sewer and Water Services are required to be abandoned. The Sewer Lateral may be cut off and capped at the street line (1 foot behind the sidewalk).

The Water Lateral shall be cut of at the main within the pavement of Mill Street. Contractor will saw cut pavement, excavate to water main, and provide shoring box for the Colchester Water personnel to perform the cut off. Then Contractor shall backfill and compact materials back into excavation, then provide, install and compact matching depth of existing roadway process gravel and pavement. Trench edges shall be sealed with bituminous crack sealant material or equal.

There exists a hand dug 30" diameter well tile that shall be abandoned and filled with bank run gravel to final grade. Concrete tile shall be removed.

The Wood Garage structure shall also be removed and the concrete foundation and floor removed from the premises. Concrete shall be broken into transportable size pieces and not to remain on site.

Once the main House structure is removed, the foundation hole will be back filled to create an even slope from front to back. No vertical drops shall be allowed within the former structure. This includes the removal of all foundation walks to at least 2 feet below the final grade surrounding the foundation.

No materials from the structure may be buried on the premises. The existing house foundation and basement floor may be crushed and left "in place", with the approval of the Town prior to the final foundation backfilling work commencing.

The contractor shall limit blocking of pedestrian traffic on the Mill Street sidewalk to only those times that the house building front wall is leveled. Sidewalk Fencing/Traffic Personnel and signage shall be included within the bid.

Erosion Control and Soil Stabilization will be required prior to demolition and maintained until grass is established and stable.

## USE OF PREMISES AND REMOVAL OF DEBRIS

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

1. To take every precaution against injuries to persons or damage to property. The Contractor shall be aware at all times 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.
2. 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.
3. Before final payment, to remove all surplus materials and debris of any nature resulting from his/her operations and to legally dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

## Time for Completion of Work Scope

Work shall be completed within 60 days from date of written Notice to Proceed. All bonds and insurance certificates shall be provided within 10 days of the opening of the bid and prior to a bid award.

Contractor to be aware that there may be weekdays during that period they are unable to conduct work due to Holidays and shall plan work and protection of work accordingly.

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.

## Bond Requirement and Guarantee

The bidder selected to perform work under this contract is required to provide a Payment and Performance Bond in the full amount of the work awarded. Original signed and sealed copies of bonds shall be provided to the Town prior to the Notice to Proceed being issued.

Attached Drawings, Plans, and Photos: Architectural drawings, plans and photos are attached to this document are to be used for reference only and are not guaranteed to be an accurate depiction of the conditions that exist on the building. These drawings represent the best information that the Town of Colchester has of the building construction plans. Hazardous Building Survey are attached for the bidders information.

Insurance: 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

E. Worker's Compensation - Statutory

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

G. 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.

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.

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



## SAMPLE CONTRACT

THIS AGREEMENT made this \_\_\_\_<sup>th</sup> day of July \_\_, 2021, 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 XXXXX  
XXXXXXXXX dollars (\$ XXXXXXXX) and considerations stated herein mutually agree to  
provide for roofing services as described in RFP 2021-02 Request for Proposals Town of  
Colchester Demolition Services at 129 Westchester Road & 108 Mill Street 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:

- |                               |                                    |
|-------------------------------|------------------------------------|
| a. This Agreement & Bonds     | g. Supplemental Conditions         |
| b. Addenda                    | h. Special Provisions              |
| c. Invitations for Bids       | i. Technical Specifications        |
| d. Instruction to Bidders RFP | j. Drawings                        |
| e. Signed Copy of Bid         | k. Notice of Award                 |
| f. General Conditions         | j. Proposal Submitted by XXXXXXXXX |

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)

Attached Reference Drawings and Photos: GIS Site Plan, Hazardous Building Survey