

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2013-33	5 Elementary Schools Electrical Distribution Improvements	May 23, 2013 @ 11:00 a.m.

The Town of Glastonbury is seeking bids for the replacement of boilers and associated equipment at the Hebron Avel Elementary School, 1363 Hebron Ave, Glastonbury, CT 06033

Bid packages may be obtained at The Print House LLC, 22 Krieger Lane, Unit 6, Glastonbury, CT 06033 for a nonrefundable cost of \$30. Bidders are advised to call at least 30 minutes prior to pick up.

A mandatory pre-bid meeting and site walk through will be held starting at the Hebron Ave Elementary School, 1363 Hebron Ave. Glastonbury, CT 06033 on May 15th at 1:00 p.m. All bidders must attend in order for their bid to be considered. Contractors shall comply with State Statutes concerning Employment, and Labor Practices, if applicable, and Section 31-53 of the Connecticut General Statutes as amended (Prevailing wages), including annual adjustments in Prevailing Wages. Certified payrolls will be required bi-weekly. Sealed bids must be accompanied with Bid Security. Bid Security shall be issued payable to the "Town of Glastonbury" in the form of a certified check or Bid Bond in an amount not less than 10% of the total amount of the base bid. The Bid Bond must be issued by a surety company licensed in the State of Connecticut. Cashier's checks will not be accepted.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interest of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

**TOWN OF GLASTONBURY
5 Schools Electrical Distribution Improvements
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TOWN OF GLASTONBURY
5 Schools Electrical Distribution Improvements
INFORMATION FOR BIDDERS

BID #GL-2013-33

1. General: Where the term “Town” or “Town of Glastonbury” is used this shall be assumed to apply, also, to the Glastonbury Board of Education.
2. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut, 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
3. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
4. The Town intends to award this work to one Bidder. Bidders shall submit a Bid on a lump sum basis for all line items in the Base Bid. The basis of award will be based upon the sum of the Base Bid line items selected by the Owner. The Town reserves the right to make a partial award of any combination of line items in the lump sum base bid as deemed in the Town’s best interest.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening, and date.
7. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
8. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
9. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
10. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and the date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
11. Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier’s checks will not be accepted.

12. A 100% Performance and Payment bond is required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bond will be returned upon the delivery and acceptance of the bid items.
13. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.
14. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town and Board of Education for all damages assessed against the Town or Board of Education as a result of Bidder's failure to comply with said standards and/or regulations.
15. All correspondence regarding any purchase made by the Town of Glastonbury or Glastonbury Board of Education shall reference the Town or Board of Education purchase order number. Each shipping container shall clearly indicate both purchase order number and item number.
16. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **General Information**, then **Bids and Quotes** which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
17. Any bidder, in order to be considered, shall be engaged primarily in the business of construction with for minimum of five (5) years, prior experience with boiler replacements and have a valid contractor's license in the State of Connecticut.
18. **Non-Resident Contractors:**

The Town is required to report names of non-resident (out-of-State) contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (State Form AU-766) or a cash bond for five percent (5%) of the total contract price (State Form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Non-Resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold five percent (5%) from the contractor's payments and forward it to the State DRS.

The Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.

19. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
20. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
21. Municipal construction projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.
22. After award of Contract, Owner will require the Contractor's Schedule of Values, which shall be submitted at the preconstruction meeting. The Schedule of Values must accurately reflect job costs and include a complete breakdown of material and labor costs.
23. Prevailing Wage Rates:

Wage Rate Determination for this Project from the State of Connecticut is included in the bid documents. Certified payrolls for site labor shall be filled out weekly and submitted monthly to the Town on the correct State form (See Project Manual). The Town reserves the right to, without prior notice, audit payroll checks given to works on site in order to ascertain that wages and fringe benefits are being paid as required by the State of Connecticut. Contractor to comply with Connecticut General Statutes Section 31-53, as amended. Please make special note of the State requirement to adjust wage and fringe benefit rates on each July 1st following the original published rates. These revised rates are available via the internet. See State material attached.

NOTE that bidder is to include in its bid proposal all costs required by such annual increases in the PREVAILING RATES. No Escalation Clauses are to be included in the bidder's proposal and no Escalation Clauses will be in the Contract Agreement. Bidder is to anticipate any future increases and include these costs in its quotation.

Contractor's invoices will not be paid if certified payrolls are incomplete, incorrect or not received in a timely manner.

All Apprentices must be registered with the State of Connecticut and their number shall not exceed the number allowed by law. Otherwise, all workers must be paid at least the Journeyman rate listed including benefits.

OSHA SAFETY AND HEALTH CERTIFICATION:

Effective July 1, 2009: Any Mechanic, Laborer, or Worker, who performs work in a classification listed on the prevailing wage rate schedule on any public works project covered under C.G.S. Section 31-53, both on site and on or in the public building, must have completed a federal OSHA Safety and Health course within the last 5 years.

The execution of the Contract by the Bidder binds it to all applicable State Labor Laws and Regulations. See Item 23 below for Prevailing Wage Rates. Note that these change annually on July 1 and all provisions for such changes in Prevailing Wage Rates are to be included in the Bidder's Lump Sum Proposal.

All other statutory laws, to the extent they are required to be incorporated into a contract by statute, are hereby deemed fully incorporated herein and in the Contract.

Violation of Prevailing Wage Law requirements may cause Contract to be terminated and the Owner reserves its rights if such termination is required.

24. Each Bidder shall submit a list of similar projects completed within the last three years. In order to be eligible for consideration, the Bidder must have successfully completed a minimum of five (5) similar projects within the last three (3) years. Please provide project name and contact information for project coordinator (name, title, address, phone number). Please also provide contract value.
25. For technical questions regarding this Bid, please contact David Sacchitella, Buildings Superintendent, at (860) 652-7706 or dave.sacchitella@glastonbury-ct.gov. For administrative questions regarding this Bid, please contact Mary F. Visone, Purchasing Agent at (860) 652-7588. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website click on Bids & RFP's). The request must be received at least three (3) days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

IMPORTANT:

Failure to comply with general rules may result in disqualification of the Bidder.

01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

- 01.01 Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Building Superintendent of the Town of Glastonbury acting personally or through any assistants duly authorized.
- 01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- 01.03 The wording “furnish”, “install”, “construct”, “furnish and install”, or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.
- 01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

- 02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

03.00 PRECONSTRUCTION MEETING

- 03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any other interested parties prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

04.00 PERMITS

- 04.01 All permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor. The local building permit fees will be waived.

05.00 PROPERTY ACCESS

- 05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
- 05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.

06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

06.03 The Contractor shall make good any damage, injury, or loss of work and to the property of the Town resulting from lack of reasonable protective precautions.

06.04 The School building involved will be unoccupied during the Summer Break and fully operational after **August 19, 2013**. The Contractor may be required to adjust his work schedule should the work have an adverse impact on operations. There will be no modification of the bid price should a schedule adjustment be required.

07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements designated to remain. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

- a. Property within and adjacent to the work area such as shrubs, walks, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

09.00 INSPECTION OF WORK

09.01 The Town shall provide sufficient personnel for the inspection of the work.

09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

09.04 Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10.00 RIGHT TO INCREASE OR DECREASE WORK

10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the premises in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

12.01 Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the

Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

- 13.03 Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

- 14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

- 14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

- 14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

15.00 CLEANING UP

- 15.01 The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

- 15.02 Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

16.00 ROYALTIES AND PATENTS

- 16.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Glastonbury harmless from loss on account hereof, except that the Town of Glastonbury shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

17.00 ERRORS OR CONFLICT IN DRAWINGS AND SPECIFICATIONS

- 17.01 The Contractor shall immediately notify the Owner/Engineer should he find any errors or conflicts in the contract documents. The Owner/Engineer shall render his interpretation or instruction in writing on the items as soon as possible.

- 17.02 Any work undertaken by the Contractor containing possible errors or conflicts will be done at his own risk unless he has received prior written approval from the Owner/Engineer.

17.03 The Contractor shall be responsible for estimating and supplying all quantities, and where clarification or additional information is required, a request in writing to the Owner/Engineer shall be made. No extra charge or compensation will be allowed the Contractor unless there is a change in scope or dimension of the project resulting in need for extra material, equipment and/or labor. Said differences are to be handled under Article 18.

18.00 EXTRA WORK AND EXTRA COST

18.01 The Owner, without invalidating the contract documents, may order extra work or make changes by altering, adding to or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim of extension of time caused thereby shall be adjusted at the time of ordering the change.

18.02 No extra work or change shall be performed unless in pursuance of a written order from the Owner/Engineer, with the agreed price prior to the commencement of the work, and no claim for an addition to the contract price shall be valid unless so ordered.

18.03 The value of any such work or change shall be determined, in one or more of the following ways:

- a) By estimate and acceptance on a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and a final fee.

19.00 SUBSTITUTIONS

19.01 The Contractor shall use materials as specified unless material list is of an open nature. Material other than specified will be permitted only after written application, including four (4) copies of specifications, is made by the Contractor and written approval received from the Engineer or Owner.

The material installed in the job site shall be new and of the quality specified.

The manufacturer's recommendation shall be followed for the installation of all equipment.

20.00 PRODUCT SUBMITTALS

20.01 Prior to ordering materials, the Contractor shall submit submittals as specified in the detailed specification sections. Three (3) copies of the submittals shall be forwarded to the Engineer for review and approval.

20.02 Submittals shall indicate specification Section for each product. Submittals not containing all the required information shall be returned to the contractor for re-submittal.

21.00 OWNER'S ACCEPTANCE

21.01 Within seven (7) days of the Contractor's notification that the installation is substantially complete, the Owner's authorized representative shall inspect the installation. The Owner, with the Contractor, shall take necessary steps to inspect the installation. Upon completion of the inspection, the Owner or the Owner's authorized representative may either accept the work

outright or prepare a "Punch List" that upon completion by the Contractor and acceptance by the Owner will signify final acceptance provided that all other applicable terms and provisions of the Contract have been completed to the Owner's satisfaction.

22.00 RESPONSIBILITY FOR MAINTENANCE

22.01 It will be the Contractor's responsibility to maintain the work as specified in the detailed specifications during the warranty period.

23.00 SERVICE BY THE CONTRACTOR

23.01 The Contractor shall maintain the work as specified during the warranty period.

24.00 WARRANTY

24.01 The guarantee shall be as specified in the respective sections of the specification.

24.02 The Contractor shall be responsible for the repair and/or replacement of all defective work and materials. All repair work shall be completed in a timely fashion.

24.04 Should the Contractor not respond promptly, the Owner may take any action he deems necessary to repair the defect and prevent further damage to his property, including the hiring of another contractor, or the repairing of such a defect with material supplied by the Contractor. In this event, the Contractor shall be liable for expenses incurred and property damages suffered by the Owner.

01.00 NOTICE TO CONTRACTOR

- 01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal and Contract. The Contractor shall perform all work in close conformity with the plans or as modified by written orders, including the furnishing of all materials, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

The scope of the work shall include all labor, materials and equipment needed to provide and install, electrical distribution improvements and associated equipment and materials, complete and ready for use, as described in the plans and specifications for 5 Glastonbury Elementary Schools Electrical Distribution Improvements

02.00 COMMUNICATIONS

- 02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- 02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Dave Sacchitella Building Superintendent, 2143 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.
- 02.04 Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

03.00 INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and Board of Education, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Bidder shall provide the Town copies of any such policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and Board of Education and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

04.00 WORK BY OTHERS

04.01 Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the

Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

05.00 CONTRACTOR'S WORK AND STORAGE AREA

05.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at no cost to the Town.

06.00 DISPOSAL AREA

06.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. No materials containing lead-based paint of any level shall be dumped at the Tryon Street facility. The Contractor is required to obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

07.00 DUST CONTROL

07.01 During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed, without additional compensation.

08.00 PROTECTION OF EXISTING UTILITIES

08.01 Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

08.02 There will be no extra payment for submitting plans or details for supporting and protecting all existing utilities during construction.

09.00 TIME FOR COMPLETION/NOTICE TO PROCEED

09.01 Within five (5) days after the date of the Notice of Award, the Contractor must provide the appropriate insurance certificates to the Town Purchasing Agent and shall be issued a Notice to Proceed and a Purchase Order prior to initiating any work on the project.

09.02 Work shall commence within twenty (20) days of the date of the Notice to Proceed/Purchase Order.

09.03 After the work has begun, it will continue in an orderly fashion and shall be fully completed within 43 consecutive days from the date of commencement. The Engineer reserves the right to extend the contract an additional thirty (30) days by mutual written agreement.

09.04 Weather permitting, it is the intention of the Town to have all work required under this Contract completed no later than August 19, 2013. In no case, however, shall the work be completed any later than September 16, 2013.

09.05 Because the facilities may remain open during the installation period, the Contractor shall make every reasonable effort to complete the installation as expeditiously as possible. Any work after August 19, 2013 will have to be performed as the building use schedule allows.

10.00 MEASUREMENT AND PAYMENT

10.01 All direct, indirect, or incidental costs of work and/or services required by these specifications shall be included in the Lump Sum price.

10.02 Monthly progress payments will be made, based on the approved Schedule of Values, for work that has progressed in accordance with the contract documents, subject to a deduction of five percent (5%) of the amount of the application for payment to be retained by the Owner until completion of the entire contract in an acceptable manner and two and one half percent (2.5%) until the applicable one year warranty period has expired and all required inspections have been completed and results have been submitted and approved by the Engineer.

11.00 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

11.01 This award of bid is subject to the conformance of the Contractor to all Federal, State, and Local laws, statutes, regulations, ordinances or other requirements that are applicable to the type of work contained in these specifications.

12.00 CONTRACTOR COMPLIANCE FORM

12.01 All contractors performing work on school property will be required to complete and submit, for approval, the "Contractor Compliance Form" issued by the Glastonbury Public Schools. A copy is provided as part of this document.

ATTENTION CONTRACTOR

- APPROVED FORM FOR YOUR FILES-NOTE ANY COMMENTS BOTTOM OF PAGE 2 - APPROVAL REQUIREMENTS
 APPLICATION DENIED-SEE BOTTOM PAGE 2

GLASTONBURY PUBLIC SCHOOLS

OFFICE OF DISTRICT SAFETY OFFICER

Dr. Kenneth R. Roy
 Director of Environmental Health & Safety
 330 Hubbard St.
 Glastonbury, CT 06033-3099

Telephone: (860) 652-7200 Ext. 2002
 Fax: (860) 652-7275
 E-mail: royk@glastonburyus.org

CONTRACTOR COMPLIANCE FORM

Notice to Contractors:

In concert with, but not limited to, all OSHA General Industry and Construction standards, EPA, NFPA, AHERA, and building codes, contractors conducting work activities at/on any Glastonbury Public School District property are required to provide the following information:

**NOTICE: THIS FORM MUST BE COMPLETED AND APPROVED
3 DAYS PRIOR TO COMMENCING ANY OPERATIONS**

Once approved, the form will be returned to the originator. Approval is conditional relative to noted specifications by GPS Safety Officer/Director of Environmental Health and Safety.

1. Project Information:

Project Description:		
Location:		
Start Date:	Completion Date:	
Contractor Safety Officer	Phone:	Fax: Email:

Permit Prepared By:

Date Prepared:

Project Scope	Yes	No	Comments
Confined Spaces*	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Work**	<input type="checkbox"/>	<input type="checkbox"/>	
Forklift	<input type="checkbox"/>	<input type="checkbox"/>	
Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	
Ladders/Scaffolds	<input type="checkbox"/>	<input type="checkbox"/>	
Respirators	<input type="checkbox"/>	<input type="checkbox"/>	
Rigging/Lifting	<input type="checkbox"/>	<input type="checkbox"/>	
Welding***	<input type="checkbox"/>	<input type="checkbox"/>	
Asbestos Management****	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

* Contractors need to secure, complete and submit a "Confined Space Permit" from the Director of Environmental Health and Safety for approval **3 days PRIOR** to doing any work in a Permit Required Confined Space Area.

** Contractors need to secure, complete and submit an "energized Electrical Work Permit" from the Director of Environmental Health and Safety for approval **3 days PRIOR** to doing any energized electrical work.

*** Contractors are required to secure, complete and submit a "Hot Work Permit" from the Director of Environmental Health and Safety for approval **3 days PRIOR** to doing any hot work (e.g. welding, etc.)

**** Contractors need to secure the Asbestos Management Plan form the Director of Facilities prior to all construction/demolition work.

2. Provide district safety officer with Material Safety Data Sheets (MSDS) for all materials used on-site.

LIST EITHER CHEMICAL OR TRADE NAME OF EACH ATTACHED MSD SHEET BELOW	

3. In cases of hazardous waste production, a written disposal plan must be provided to and approved by the District Safety Director, 5 days prior to initiation of work for those materials disposed of on site.
4. All contractors and/or their personnel are required **to be in compliance with all EPA, NFPA, AHERA and OSHA and other appropriate safety standards** when working on site (under the direction of a contractor’s project supervisor).
5. All on-site activities carried out by contractors, and/or their employees, must be done in such a manner as to **maintain a safe working environment** for all Glastonbury Public Schools’ employees, students and visitors.
6. Contractor employees found to be in non-compliance **may be removed from the District worksite** by the District Safety Officer.
7. Contractors found to be in non-compliance will be subject to **forfeiture of payment and/or contract termination**.
8. The district reserves the right to inspect the worksite **at any time** for safety compliance.
9. The district may require review of a contractors OSHA 200/300 log for a period of three (3) previous years.

Please type company name and address below

	<p>RETURN TO:</p> <p>Dr. Kenneth Roy, Safety Compliance Officer</p> <p>E-mail: royk@glastonburyus.org</p>
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By signature, the contractor agrees to adhere to all components and the spirit of this document.

Signature of Contractor	Title	Date

<p>INTERNAL USE ONLY</p> <p>APPROVAL STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>GPS Safety Officer: _____ Date: _____</p> <p>c: <input type="checkbox"/> Maintenance Office File <input type="checkbox"/> Contractor <input type="checkbox"/> Safety Officer Roy <input type="checkbox"/> Building Principal/Supervisor <input type="checkbox"/> (Other) <input type="checkbox"/> (Other)</p>	<p>NOTE TO CONTRACTOR: APPROVAL CONTINGENT ON THE FOLLOWING ITEMS:</p>
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(revised 8/11)

BUTTONBALL LANE SCHOOL

- E-1 First Floor Area A-Electrical Plan
- E-2 First Floor Area B-Electrical Plan
- E-3 First Floor Area C-Electrical Plan
- E-4 Electrical Power Riser Diagram and Panelboard Schedules

EASTBURY SCHOOL

- E-1 First Floor Area A-Electrical Plan
- E-2 First Floor Area B-Electrical Plan
- E-3 Electrical Power Riser Diagram and Panelboard Schedules

HEBRON AVE SCHOOL

- E-1 First Floor Area A-Electrical Plan
- E-2 First Floor Area B-Electrical Plan
- E-3 First Floor Area C-Electrical Plan
- E-4 Electrical Power Riser Diagram and Panelboard Schedules

HOPEWELL SCHOOL

- E-1 First Floor Area A-Electrical Plan
- E-2 First Floor Area B-Electrical Plan
- E-3 First Floor Area C-Electrical Plan
- E-4 Electrical Power Riser Diagram and Panelboard Schedules

NAUBUC SCHOOL

- E-1 First Floor Area A-Electrical Plan
- E-2 First Floor Area B-Electrical Plan
- E-3 First Floor Area C-Electrical Plan
- E-4 Electrical Power Riser Diagram and Panelboard Schedules

TOWN OF GLASTONBURY
5 School Electrical Distribution Improvements
BID PROPOSAL

BID #GL-2013-33

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of _____
_____, doing business as _____
_____.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Bidder hereby proposes to furnish and/or services as per Bid Number GL-2013-33 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The Bidder acknowledges receipt of the following Addendum:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

It is the responsibility of the bidder to check the Town's website for any Addendum before submitting the bid.

**TOWN OF GLASTONBURY
5 School Electrical Distribution Improvements
BID PROPOSAL**

BID #GL-2013-33

TOTAL BASE BID AMOUNT:

1.0 Furnish and install Electrical Distribution

Improvements and associated equipment at:

- 1.1 Buttonball Lane School \$ _____
- 1.2 Eastbury School \$ _____
- 1.3 Hebron Ave School \$ _____
- 1.4 Hopewell School \$ _____
- 1.5 Naubuc School \$ _____

as specified in the Plans and Spec's for Bid GL-2013-33.

TOTAL _____ **(NUMERIC BID AMOUNT)**

TOTAL: \$ _____

(WRITTEN BID AMOUNT)

CODE OF ETHICS

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.**

Other Items Required with Submission of Bid Proposal

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- _____ Bid Bond (10% of total bid amount).
- _____ List of five (5) similar projects completed within last three (3) years.
- _____ Acknowledgement of Addendums in Bid Proposal (as applicable).
- _____ Acknowledgement of Code of Ethics in Bid Proposal.
- _____ Sealed bids, one original and one copy.
- _____ Disclosure of past and pending mediation, arbitration and litigation cases that the Bidder or its principals have been involved in for the most recent five years (if applicable).
- _____ Copy of Bidder's Contractor's License (State of Connecticut).

It is the responsibility of the Respondent to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

Name of Bidder: _____

**TOWN OF GLASTONBURY
5 School Electrical Distribution Improvements
BID PROPOSAL**

BID #GL-2013-33

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest