

**CONTRACT BIDDING DOCUMENTS**

**FOR**

**DESIGN BUILD:  
BOILER TUBE REPLACEMENT  
AT  
KING PHILIP MIDDLE SCHOOL**

**BID #210009**



**INFORMATION**

DESIGN BUILD:

BOILER TUBE REPLACEMENT  
AT  
KING PHILIP MIDDLE SCHOOL  
100 KING PHILIP DRIVE  
WEST HARTFORD, CT

**PROJECT MANAGER**

MIKE LONGO  
FACILITIES SERVICES MANAGER

**ALL QUESTIONS TO  
PURCHASING SERVICES**

TAMMY BRADLEY  
SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office emailed to [Tammyb@westhartfordCT.gov](mailto:Tammyb@westhartfordCT.gov) or faxed to 860-561-7507 at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

## INVITATION TO BID

Sealed bids marked “**BOILER TUBE REPLACEMENT AT KING PHILIP MIDDLE SCHOOL BID #210009**” will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:00** on **November 3, 2020** at which time they will be publicly opened and read.

Plans and specifications are available for downloading at [www.westhartfordct.gov/bids](http://www.westhartfordct.gov/bids). Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on October 20, 2020 at 10:00 AM at King Philip Middle School, 100 King Philip Drive, West Hartford, CT at which time questions concerning the project will be answered. Please access rear entrance of school from Mohawk Drive and meet near stack. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, [www.westhartfordct.gov/gov/departments/purchasing/bid\\_results](http://www.westhartfordct.gov/gov/departments/purchasing/bid_results) a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

\*Due to COVID19, the Town Hall has restricted entry. For this bid, we are allowing for electronic submission along with hard copy submission. All participants must submit both. Hard copy must match electronic submission, the Town maintains the right to reject any bid that does not meet this criteria. Hard copies are to be received in the purchasing office no later than *12:00 noon on November 6, 2020*. They can be mailed or delivered. If delivered, the Town Hall has a number posted at its entry to call for receipt.

Electronic submissions are still required by *November 3, 2020 at 2:00 PM*. In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your price structures. If you have questions regarding electronic submission, please do not hesitate to contact Tammy Bradley via email at [tammyb@westhartfordct.gov](mailto:tammyb@westhartfordct.gov).

TOWN OF WEST HARTFORD  
PETER PRIVITERA  
PURCHASING AGENT

## SCOPE OF SERVICES

The Town of West Hartford is seeking a qualified design/build contractor to do remove and install boiler tubes at the King Philip Middle School two boilers. This project will be located at 100 King Philip Drive, West Hartford. It will involve the removal and installation of boiler tubes as describe below in the scope of work. The boiler will be inspected by the Town's Insurance Carrier, FM Global. Work must be coordinated with the occupants as not to interfere with the buildings heat or with their normal business routine. Contractors shall include a schedule detailing lead times and anticipated start/finish. The work area must be kept cleaned and free of hazards at all times.

The Scope of Work will consist of but not limited to the following installation:

- **Remove existing tubes from boiler.**
- **Flush all loose scale and sediment from the boiler.**
- **Clean all tube holes.**
- **Install 196- 2 1/2" OD x .105" wall tubes.**
- **Tube ends to be flared and rerolled.**
- **Second pass tube ends in the rear tube sheet to be beaded**
- **Hydro test boiler upon completion.**
- **Close and seal fireside and waterside with new gaskets.**
- **Site is to be cleaned and all removed tubes to be removed off site.**

Any areas disturbed by construction shall be repaired and painted to match existing conditions.

All work must conform to all Federal, State and Local codes.

Permits will be the responsibility of the contractor. Fee is waived.

Bid of \_\_\_\_\_, BIDDER,  
(Name of Bidder)

FOR “**BOILER TUBE REPLACEMENT AT KING PHILIP MIDDLE SCHOOL BID #210009**” FOR  
THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford  
Peter Privitera, Purchasing Agent  
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for “**BOILER TUBE REPLACEMENT AT KING PHILIP MIDDLE SCHOOL BID #210009**” in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

1. **Base Bid No. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for the **BOILER TUBE REPLACEMENT AT KING PHILIP MIDDLE SCHOOL BID #210009** for the lump sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and work must be coordinated with the occupant's as not to interfere with their normal business routine and is expected to have substantial completion by **May 1, 2021** and final completion by **May 15, 2021**.

BIDDER QUALIFICATIONS

A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of \_\_\_\_\_, having its principal office at \_\_\_\_\_. The Principal officers of said Corporation, with their titles and addresses, are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All persons interested in the Bid as principals are to be named above.

B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

\_\_\_\_\_  
(Name of Bank)                      (Address of Bank)                      (Amount of Check)

C. Bidder is required to include two lists of similar type/scope projects, first list shall be of current projects and second list shall be of projects completed in the past 3 years.

- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in the INSURANCE EXHIBIT or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- E. Contract award will be by the Town. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. Contractor shall meet criteria in the Indemnification and Insurance Exhibit attached hereto.
- K. Work must be coordinated with the occupant's as not to interfere with their normal business routine and is expected to have final completion by May 15, 2020. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

**Bidder must sign. Failure to provide an original signature will result in rejection of the bid.**

®

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE BY DULY AUTHORIZED  
(SEAL)

\_\_\_\_\_  
PRINT OR TYPE NAME

**The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.**

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

**If you are not registered with the Town of West Hartford, please go to [www.westhartfordct.gov/gov/departments/purchasing/vendor\\_registration.asp](http://www.westhartfordct.gov/gov/departments/purchasing/vendor_registration.asp) and select register. Only registered vendors can be awarded the contract.**

**Insurance Statement**

TO:           Town of West Hartford  
              Peter Privitera  
              Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with the contract bidding documents, please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the Insurance Exhibit.

\_\_\_\_\_  
Signature  
Authorized Insurance Agent or Broker

Contractor further understands and agrees to comply with the insurance provisions required in the attached insurance exhibit and will provide a Certificate of Insurance, with the required limits and additional insured language, to the Town of West Hartford in compliance with the bid document. By signing this document, it is understood, that should we not be able to comply with the necessary insurance requirements, our company will be disqualified from this contract award.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**INDEMNIFICATION AND INSURANCE EXHIBIT**  
**CONTRACT BIDDING DOCUMENTS**  
**BOILER TUBE REPLACEMENT AT KING PHILIP MIDDLE**  
**SCHOOL BID #210009**

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

**I. INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

**II. INSURANCE**

## A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Agreement, including any and all extensions, except as defined otherwise in this Exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

## B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

### C. Additional Terms

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.

**LABOR REQUIREMENTS**

This project *should* not meet criteria for prevailing wages.

## **PREVAILING WAGE RATES**

The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.

Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.