

**LEGAL NOTICE
INVITATION TO BID
TOWN OF ELLINGTON**

**TO INSTALL EXTERIOR VINYL SIDING, TRIM, AND WINDOWS
HUMAN SERVICES/RECREATION FACILITY
31 ARBOR WAY**

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide labor, and material to install vinyl siding, trim and windows on the Human Services/Recreation facility located at 31 Arbor Way, Ellington.

Bids are to be delivered to the Finance Officer, Town Hall. Proposals are to be clearly marked **TO INSTALL EXTERIOR VINYL SIDING, TRIM AND WINDOWS AT HUMAN SERVICE/RECREATION FACILITY, 31 ARBOR WAY** and sealed and shall be directed to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington, 55 Main Street
Ellington, CT 06029

Bid proposals for the Contract will be received until **Thursday, May 31, 2012 at 3:00 P.M.** Bids will then be publicly opened and read aloud in the Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, on or after May 1, 2012.

A pre-bid meeting will be held with the Director of Public Works at **9:30 A.M., prevailing time, on Thursday, May 17, 2012** at the **Public Works Facility, 21 Main Street**, Ellington, CT. All potential bidders are required to attend.

No bid will be accepted from an entity not attending the pre-bid meeting.

No bid may be withdrawn for a period of ninety (90) days after opening of bid without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding and the Town need not necessarily award the contract to the lowest Bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid.

TOWN OF ELLINGTON

By _____
Nicholas J. DiCorleto, Jr.
Finance Officer

INSTRUCTION TO BIDDERS

KEY DATES:

Advertisement of Invitation to Bid	May 1, 2012
Mandatory Walk-through of Buildings	May 17, 2012
Bid Opening	May 31, 2012
Bid Award on or before	June 4, 2012

1. SPECIAL NOTICE TO BIDDERS:

A. The Bid Documents comprise the following:

1. Legal Notice/Invitation to Bid
2. Instruction to Bidders
3. Specifications
4. Bid Form
5. Bid Bond
6. Non-collusion Affidavit
7. Draft Contract

2. BID FORM:

A. All bids shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. Bids submitted by all bidders to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", **TO INSTALL EXTERIOR VINYL SIDING, TRIM AND WINDOWS AT HUMAN SERVICE/RECREATION FACILITY, 31 ARBOR WAY** and the firm name and address of the bidder.

C. All bidders shall submit one (1) original and two (2) copies of completely executed bid forms and documents which shall include: Bid Form for each building, Bidder's Qualification Statement, Specifications with all requested information, any additional information or proposed substitutions.

1. A Qualification Statement should be generated by the bidder to demonstrate its background, training, qualifications and ability to perform the required work.

D. The Town of Ellington, Connecticut may consider as informal any bid which contains any alteration or a departure from the Bid Form attached.

E. The contract will be based upon and require the completion of the work according to the Contract Documents, together with all addenda thereto.

F. Each bidder must submit a Bid Bond in the amount of \$5,000 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by bidder's certified check made payable to the Town of Ellington.

3. TIME FOR RECEIVING BIDS:

A. Bids will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, Ellington, Connecticut until 3:00 p.m., prevailing time, on Thursday, May 31, 2012 at which time the bids will be publicly opened.

B. Bids received prior to the time established herein for the receipt and opening of same will be securely kept unopened. The Finance Officer whose duty it is to receive and open all bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a bid not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any bid which is received after the time established herein for the opening of same; regardless of the cause for delay in the arrival of a bid. The same will be returned unopened.

D. Telegraphic or faxed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise.

4. WITHDRAWAL OF BIDS BEFORE DATE OF BID OPENING:

Any bid may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of bids. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

No oral interpretations will be made to any bidder as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a bidder and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029. No inquiry received within five (5) days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Bid Package has been issued. All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

6.1 Each bidder shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum

or other document, shall in no way relieve said bidder from any obligations with respect to his bid. No bidder shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Bidders shall raise any such issues by written request under Paragraph 5 hereof. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6.2 A pre-bid meeting to review the site conditions and work requirements will be held with the Director of Public Works at 9:30 A.M., prevailing time, on **Thursday, May 17, 2012 at the Public Works Facility, 21 Main Street Ellington, Connecticut.** Bidders will then have the opportunity to visit the property and ask questions. **All potential bidders are required to attend. No bid will be accepted from an entity not attending the pre-bid meeting.**

6.3 Warranty. All material supplied will be warranted as fit for the purpose used for a period of one (1) year from the time used or installed and/or the manufacturer's warranty for one (1) year or longer will be assigned to the Town.

7. AWARD OF CONTRACT:

A. The contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions of the Contract Documents, providing that his bid is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of bids.

B. The successful bidder will be required to execute a contract in form substantially as attached with the Town of Ellington within fourteen (14) days following the Notice of Award.

8. SALES TAX AND COST OF PERMITS:

Sales tax does not have to be included in bids or material charges. Contractor must obtain the appropriate tax exempt number from the Finance Office.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Bidders should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance with coverage specified in attachment to these instructions.

9.2 Corporate Resolution or similar, authorizing execution of contract (Sample will be furnished to successful bidder).

Note: bidder should be a business entity rather than an individual or sole proprietor to clarify its position as a sub-contractor.

9.3 Opinion of Contractor's counsel opining as to Contractor's legal authority to perform this type of work, legal standing under law, officers or members of contractor and financial standing. (Sample will be furnished to successful bidder).

9.4 In lieu of providing a performance or payment bond, the Contractor will be required to waive any mechanic's lien to which it may be entitled and rely solely upon an arbitration provision of the contract to resolve any disputes and the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

NON-COLLUSION AFFIDAVIT

To the Town of Ellington:

**RE: TO INSTALL EXTERIOR VINYL SIDING, TRIM AND WINDOWS
AT HUMAN SERVICE/RECREATION FACILITY, 31 ARBOR WAY**

As to each bid submitted by the undersigned, this is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or other OWNER; and the BIDDER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

DATED: _____, 2012.

BIDDER:

By_____

SUBSCRIBED and sworn to
before me this ____ day
of _____, 2012.

Notary Public

Note: Only 1 Affidavit need be submitted for all bids.

BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, that _____

(insert full name and address or legal title of Contractor)

Bidder and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Obligee, hereinafter called the Town, in the sum of FIVE THOUSAND and 00/100 (\$5,000.00) Dollars, for the payment of which sum well and truly to be made, the said Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a bid for an Ellington Project entitled **"TO INSTALL EXTERIOR VINYL SIDING, TRIM AND WINDOWS AT HUMAN SERVICE/RECREATION FACILITY, 31 ARBOR WAY.**

3. NOW, THEREFORE, if the Town shall accept the bid of the Bidder-Principal and the Bidder-Principal shall enter into a Contract with the Town in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this _____ day of _____, 2012.

WITNESS:

BIDDER-PRINCIPAL:

(Name of Bidder)

By _____

(Print Name and Title)

Note: Only 1 Affidavit need be submitted for all bids.

NAME OF SURETY COMPANY _____

By _____

TYPE NAME and AUTHORITY

NOTE: The Bid Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Bid Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

**INSURANCE REQUIREMENTS
FOR ALL CONTRACTORS**

Workers Compensation Insurance:

1. Per Connecticut Statute

Commercial General Liability Insurance (1993 Form or equivalent)

1. \$1,000,000 per occurrence and/or aggregate
2. Include personal injury, bodily injury, property damage, product/completed operations, contractual liability
3. Delete all explosion, collapse and underground exclusions, if applicable
4. Per contract/project aggregate desirable

Motor Vehicle Liability Insurance:

1. \$1,000,000 per occurrence for bodily injury and property damage
2. Includes owned, non-owned and/or aggregate

Professional Liability Insurance (if applicable)

1. \$1,000,000 per claim and/or aggregate

Umbrella/Excess Liability

1. \$1,000,000 per occurrence and/or aggregate

Note! All General Contractors are responsible for assuring that all of its sub-contractors have similar coverage and limits. The Town will rely upon the General Contractor to obtain these assurances as it cannot do so.

General Requirements:

1. Insurer must have an A. M. Best rating of at least A-/VII and be licensed to do business in Connecticut
2. All policies must have a 30 day advance written notice requirement with any such notice to be sent to Nicholas J. DiCorleto, Jr., Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029
3. Certificates of Insurance must be presented at or before signing of any contract
4. The Town of Ellington and such other town agency as may be appropriate shall be named as an additional insured on each policy

TOWN OF ELLINGTON

CONTRACT

TO INSTALL EXTERIOR VINYL SIDING, TRIM AND WINDOWS
AT HUMAN SERVICE/RECREATION FACILITY, 31 ARBOR WAY
(Project Name)

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

TOWN OF ELLINGTON CONTRACT
TO INSTALL EXTERIOR VINYL SIDING, TRIM AND WINDOWS
AT HUMAN SERVICE/RECREATION FACILITY, 31 ARBOR WAY

AGREEMENT made as of the _____ day of _____, 2012, between the Town of Ellington, acting herein by Maurice W. Blanchette First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and _____ with a principal office located at _____ hereinafter referred to as "the Contractor".

The Project Coordinator is:
TIMOTHY WEBB, DIRECTOR OF PUBLIC WORKS

The Town and the Contractor agree as follows:

ARTICLE 1:
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, is listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This contract as executed by the parties;
- (b) The specifications for the work;
- (c) The Town of Ellington Invitation to Bid, Bidding Requirements, and Instructions to Bidders, including any addenda or additions issued prior to the awarding of the Project bid;
- (d) The Contractor's Bid Form and all documents attached to or included with said bid;
 - 1. Contractor's Qualification Statement;
 - 2. Non-collusion Affidavit of Contractor and Subcontractor, if applicable;
- (e) Insurance Requirements for all Contractors.

ARTICLE 2:
CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and material as needed to install the vinyl siding, trim and windows at 31 Arbor Way.

ARTICLE 3:
DATES OF COMMENCEMENT, TERM & OPTION TO RENEW

A. The Contractor shall begin on _____, 2012.

ARTICLE 4:
CONTRACT SUM

A. The Town shall pay the Contractor 45% upon start date, 50% upon job completion with 5% retainage held for 6 months to insure that there are no defects.

Installation of vinyl siding and trim:

\$ _____

Installation of new replacement bay windows:

\$ _____

Installations of new replacement crank out windows:

\$ _____

Alternate facia dental trim:

\$ _____

Total Contract Price:

\$ _____

ARTICLE 5:
PAYMENT

Payment of the Contract shall be as follows:

5.1 The Contractor shall render its invoice to the Director of Public Works consistent with Article 4A detailing the work performed and a separate list of material supplied with invoices attached. The Town will process the invoice and pay the approved invoice within 30 days of the approval. If the Director

takes issue with the invoice, he will address those issues with the Contractor within that 30-day period.

5.2 WAIVER OF MECHANIC'S LIEN. In lieu of providing a performance and/or payment bond, the Contractor hereby waives any mechanic's lien to which it may be entitled and relies solely upon an arbitration provision of this contract to resolve any disputes, the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

ARTICLE 6:
ADDITIONAL PROVISIONS

6.1 Conflicts. Where reference is made in this Agreement to any of the Contract Documents, the reference means that provisions as amended or supplemented by other provisions of the Contract Documents. In the event that any provision of any other Contract Document is so inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to Project.

6.2.1 Upon signing of this contract, Contractor will meet with the Director of Public Works to review and agree upon the Contractor's proposed schedule of work and will provide samples of all material to be used for agreement as to color, finish material and wherever Contractor proposes to use material "equivalent to" the material specified in the specifications, Contractor will provide data from manufacturer or other source demonstrating that the material is technically the equivalent of material specified.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Director. If the Director determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or

any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.5.1 Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.6 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.7 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.8 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors, if any, and all applicable federal, state and local nondiscriminatory employment laws, rules and regulations in effect and applicable for the Project and will **HOLD HARMLESS** the Town of Ellington, its agents, servants and employees from any claim of injury or damage by any of its employees for injury arising out of or in the course of their employment and work at or upon the identified town building not caused by the willful act of a town agent, servant or employee.

6.9 Warranty. Contractor warrants all of its work to conform to generally accepted industry standards for the type of work performed. All material supplied will be warranted as fit for the purpose used for a period of one (1) year from the time used or installed and/or the manufacturer's warranty for one (1) year or longer will be assigned to the Town.

6.10 Insurance. The Contractor will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Requirements For All Contractor's" listed in paragraph 1.2(e) and provide the Finance Officer a certificate of such insurance naming the Town of Ellington as an additional insured.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

CONTRACTOR:

By _____
Maurice W. Blanchette
Its First Selectman

By _____
Its
Duly Authorized