



Department of Public Works

Invitation to Bid **Litchfield High School & Litchfield Center School** **Window Replacement**

Litchfield, Connecticut

The Town of Litchfield is accepting bids for window replacement at Litchfield High School. All bids must be submitted on forms and in accordance with specifications supplied by and available at the Town of Litchfield, Public Works Department, 101 Russell Street, Litchfield CT. **Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT, 06759 until 1:00 p.m. on Friday April 29th, 2016 and will be opened and read publicly at that time in the office of the First Selectman.** There is a non-refundable \$10 fee unless electronically downloaded from the Town of Litchfield website www.townoflitchfield.org. **There is a mandatory bid walk on Friday April 22, 2015 at the site at 2:30 PM starting at the High School.**

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a Contractor to remove and replace windows at the Litchfield High School and Litchfield Center School. The Contractor shall have adequate equipment, and materials for this project to insure completion within thirty (30) business days from the Notice to Proceed.

All Bidders shall observe the following instruction and specifications:

2. General Provisions

Place of Opening: Office of First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: Friday April 29, 2016 at 1:00 p.m.

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms must be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Non Collusion Form
- E. Non Discrimination Form

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Len Fasano by facsimile, e-mail, no later than **April 26th 1pm, 2016**. Any questions received after that date will not be answered. Contact information is as follows:

Len Fasano Facilities Manager
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 567-7578 fax
FacilitiesManager@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all bids for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid.

7. Bid Security

A bid bond or certified check is not required for this bid.

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. Scope of Work Change

The Town reserves the right to change the scope of the project after the bid is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Director of Public Works or his designee.

10. Substitution of Named Brands Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Director of Public Works.

11. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

12. Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works.

13. Liquidated Damages

The amount of two hundred dollars (\$200) is agreed upon as liquidated damages and shall be paid for every day the Contractor exceeds the allowable contract time for completion, thirty (30) business days. This sum shall be paid by the Contractor to the Town or withheld from final payment to the Contractor. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

14. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein or obligations there under, without written consent of the Town.

15. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

16. Basis of Payment

Payment for this work shall be at the lump sum bid for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved by the Director of Public Works to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material must be submitted to the Director of Public Works. Town order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A. Unit Prices or combination of unit prices.
- B. A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works.
- C. Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retainage and Guarantee Period

Contractor must submit a payment request for payment once each month for work done and materials delivered and installed on the site. Each request for payment must be computed from work completed, less ten percent (10%) to be retained until expiration of the guarantee period, which is one (1) year from written acceptance of work.

19. Insurance

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Premises/Independent Contractors
Contractual /Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent
Broad Form property Damage Liability

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverage:
All owned/non owned/hired/borrowed
Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

20. Environmental. Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

21. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

22. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use Resulting there from as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

23. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

24. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning April 29th, 2016 until June 20th, 2016. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond June 20th, 2016 if deemed to be in the best interest of the Town.

Technical Specifications

1. Scope of Work Litchfield High School

Work shall include removal and disposal of existing windows and the full window replacement of all windows at the Litchfield High School building with vinyl frame windows matching the existing design. The contractor is responsible for all insulating, caulking and sealing as required. Replacement windows shall be white vinyl thermo-break energy efficient windows matching the existing design.

All new windows must meet current building codes and energy efficiency requirements. The windows shall have the following NFRC ratings or better as required by the State of Connecticut Building Code:

U-Factor – 0.35 max

Solar Heat Gain Coefficient 0.39 max

The Contractor must provide the following information:

All replaced windows must be Silver line made by Anderson

Low E Coating

Gas between panes

Visible transmitter

Air leakage

Warranty

All windows shall be installed to protect from water damage, limit air leakage and prevent condensation. Window installations shall be performed consistent with all manufacturer's installation guidelines and specifications. Windows shall be installed level, plumb, and square. Windows shall be installed to be water tight such that water is prevented from penetrating behind the water control system of the wall. The windows shall be installed to allow for movement and thermal expansion. The window shall be installed in such a manner to maintain the integrity of any air barrier and vapor retarder used in the wall system by sealing all gaps around the window frame with caulk. All voids shall be insulated with either low expansion foam or batt. Installation shall follow ASTM E2112, "Standard Practice for Installation of Exterior Windows, Doors and Skylights". All windows receive standard glazing.

The number of windows required, locations are as follows:

Remove 28 windows, 5 windows in room 118, 5 windows in room 137, 4 windows in room 136, 5 windows in room 132.4 windows in room 125, 1 window in room 126, 1 window in room 210, 1 window in 211 and 2 windows in the corridor. **A total of 28 windows need replacing.**

- Replace rotted windowsills, and frames, as needed. Exterior Paint inside and out to match existing.
- Install new vinyl windows complete with opening hardware to match existing.
- Caulk and seal as needed

Materials

- Windows to be vinyl double pane insulated glass Silver Line by Anderson windows or Equivalent
- Sills and frames to be clear select pine.

1. Notes

- **The contractor is responsible for confirming the size of each window identified in these specifications.**
- **Windows must be installed with no-disruption of school functions.**
- **A mandatory bid walk through will be held Friday, April 22, 2016 at 2:30 PM at the Litchfield High School location.**
- **Installation of new windows to start by June 20th, 2016**

Technical Specifications

2. Scope of Work Litchfield Center School

Work shall include removal and disposal of existing windows and the full window replacement of all windows at the Litchfield High School building with vinyl frame windows matching the existing design. The contractor is responsible for all insulating, caulking and sealing as required. Replacement windows shall be white vinyl thermo-break energy efficient windows matching the existing design.

All new windows must meet current building codes and energy efficiency requirements. The windows shall have the following NFRC ratings or better as required by the State of Connecticut Building Code:

U-Factor – 0.35 max

Solar Heat Gain Coefficient 0.39 max

All replaced windows must be Harvey brand windows

Low E Coating

Gas between panes

Visible transmitter

Warranty

All windows shall be installed to protect from water damage, limit air leakage and prevent condensation. Window installations shall be performed consistent with all manufacturer's installation guidelines and specifications. Windows shall be installed level, plumb, and square. Windows shall be installed to be water tight such that water is prevented from penetrating behind the water control system of the wall. The windows shall be installed to allow for movement and thermal expansion. The window shall be installed in such a manner to maintain the integrity of any air barrier and vapor retarder used in the wall system by sealing all gaps around the window frame with caulk. All voids shall be insulated with either low expansion foam or batt. Installation shall follow ASTM E2112, "Standard Practice for Installation of Exterior Windows, Doors and Skylights". All windows receive standard glazing.

The number of windows required, location are as follows:

- Replace room 139 5, windows 140 5, windows 141 5, windows 142 6, windows 023 .3, windows 025 4, windows 202 1, windows 203 1, windows 218 1, windows 219 1, windows 212 1, window 214 2, windows 110 5, windows 112 2, windows 113 5, windows 114 5, windows 204 1 windows 134 1, window Back Stairs 1, window Library 8, windows and 6 half windows in the Gym.
- **A Total of 67 windows need replacing.**
- Caulk and seal as needed



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:

(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of named individual)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Name) Being first duly sworn, deposes and says:

That they are the _____ of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

My Commission expires _____

Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Individual:

I, _____, of _____,
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Signatory

Date

Printed Name