

**INSTRUCTIONS TO BIDDERS  
TOWN OF HADDAM CONNECTICUT  
PREPARATION AND SIDING OF VETERANS MUSEUM**

The following instructions and specifications shall be observed by all Bidders:

**1. GENERAL CONDITIONS**

**INTENT**

The purpose of these specifications is to obtain a contractor to prepare and side the Town-owned Veterans Museum, Haddam, CT as described herein. The contractor must be prepared to start work within the specified time and have adequate labor, materials, and equipment available to dedicate to this project to insure completion within a specific time frame. Note, the building is and will remain occupied during construction, and adequate provisions made for safe entry and egress of patrons and staff at all times shall be provided.

**1. Bid Opening**

Sealed bids will be accepted at the First Selectman's Office, 30 Field Park Drive, Haddam, CT 06438 until **10:00 AM on April 27, 2018** at which time they will be publicly opened and read. Bids received after the date and time specified will not be accepted.

**2. Withdrawal of Bid**

Bids may be withdrawn sixty (60) days after bid opening if no award has been made.

**3. Award of Bid**

Award of bid shall be made to the lowest responsible bidder. The lowest responsible bidder is that person or firm whose bid to perform is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town, and whose bid documents comply with the procedural requirements stated herein.

The Town of Haddam reserves the right to reject any and all bids, or part of such bid, or waive any defect, irregularity or informality of any bid when it is in the best interest of the Town.

Failure to completely fill out the bid form could result in rejection of bid submission. If an option is not available, it should clearly be stated on the bid form.

**4. Bid Return Envelope**

Bids are to be submitted in an envelope clearly marked with the bid title and opening date so as to prevent opening a sealed bid prior to the date specified. Any bids not so marked and opened by the Town prior to the date specified shall be rejected. The bid envelope shall contain the following:

- A. Bid form
- B. Non-collusive Affidavit
- C. List of References with phone numbers

**5. No Bid**

Failure to return a bid may result in the removal of your firm's name from the Bid List. A "No Bid" response and responsive bids will result in your firm's retention on the Bid List.

## **6. Performance Bond**

A performance bond will be required for this project.

## **7. 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 Town.

## **8. Substitution of Named Brands**

Should brand name items appear in this bid, before bidding on any items that are considered equal to, or better than, a named item the bidder shall get approval of the Director of Public Works or her designee for the substitution.

## **9. Prices and Discounts**

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. Bidders may quote binding discounts which will be considered when awarding the bid.

## **10. Changes and/or Additions**

All changes or additions to these specifications shall only be done by written change order with the signature of the Director of Public Works or her designee.

## **11. Questions Relating to Specifications**

Any request from prospective bidders for interpretation of meaning of specifications or other contract documents shall be made in writing or faxed (860-345-5156) to Chris Corsa, Assistant Director of Public Works, P.O. Box 395, 103 Depot Road, Higganum, CT 06441 and to be given consideration must be received at least seven (7) days prior to date fixed for opening of bids. Interpretation will be made in the form of a written Addendum to Bid Documents, which Addenda will become part of the Contract. Not later than four (4) days prior to date fixed for opening of the Bids, Addenda will be posted on the Town's website. Failure of any Bidder to receive any such Addenda shall not relieve bidder from any obligation under this bid as submitted.

## **12. Equal Opportunity – Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that it does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to ensure the implementation of equal employment. Each Contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with applicable State and Federal regulations could be sufficient reason for revocation or cancellation of this contract.

## **13. Insurance Requirements**

The contractor shall procure and maintain at its own expense, the following insurance: See Appendix 1.

Note: Insurance Certificates must be submitted to the Town prior to the signing of an agreement.

14. **Non-collusive Affidavit**

See attached, required Non-collusive Affidavit of Proposer form.

15. **Severability**

If any terms or provisions of this bid are found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid will remain in full force and effect.

16. **Guarantees**

The bidder shall state the time period and conditions involved in any guarantees to be furnished with the item bid.

17. **Time of Completion**

The time of completion of the contract will be thirty (30) days (calendar days) from date of written notice to proceed.

18. **Liquidated Damages**

Sum of \$100.00 (one hundred dollars) is to be agreed upon as liquidated damages, and shall be paid by the Contractor to the Owner for each and every calendar day in which this Contract is uncompleted after time stipulated for such completion, and prices bid shall be fixed with regard to this provision.

19. **Compliance with Law**

Bidders agree to comply with all applicable federal, state and local laws, ordinances, regulations and orders respecting all goods provided under this bid. In the event of violations, bidder shall pay all fines and penalties, including legal costs.

20. **Governing Law**

This bid shall be governed by and construed in accordance with the laws of the State of Connecticut.

21. **Assignment of Contract**

This Contract may not be assigned by bidder without the prior written approval of the Town. Any attempt to do so shall be invalid and shall result in the termination of the Contract.

22. **Terms of Payment**

The Town shall pay each invoice for work completed or provide written notice of objects within thirty (30) days of receipt of an invoice.

**II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS**

1. **Scope of Work**

The work covered by these specifications/requirements consists of furnishing all labor, tools, equipment, and materials to perform all operations in connection with the preparation for and siding of the Veterans Museum, located at 7 Candlewood Hill Road.

### **1. Scope of Work (continued)**

Tests have determined that the original paint on the Veterans Museum was lead-based. The bidder must have related experience removing or repairing painted exterior surfaces that may contain lead-based paints. The work includes the removal of existing shingle siding and any associated "wrap" or barrier covering existing sheathing. Existing trim is to remain.

### **2. Removal of Existing Shingles**

The existing shingles are to be removed completely, inclusive of nails, wraps or barriers, leaving a smooth surface to receive new house wrap and siding.

Tests have determined that the original paint on the building was lead-based, therefore, there may be portions or sections that contain lead-based paint. The base bid shall include an allowance for up to ten (10) samples to be taken and tested to confirm or deny the presence of lead. For this project and as part of the base bid, the contractor must be a licensed lead abatement contractor and/or have subcontractors who are licensed and qualified to remove and dispose of lead paint if encountered. The contractor will also be responsible for the proper disposal of all shingles that may be covered in lead paint.

### **3. Trim/Sheathing/Flashing**

All trim and sheathing will be inspected as to ensure no rot is present before new weather barrier (wrap) is applied.

Contractor must ensure that all windows, doors, and penetrations have proper flashing. Missing or damaged flashing shall be replaced.

### **4. Weather Barrier/Wrap**

A breathable, water resistant weather barrier shall be installed over sheathing before siding installation. All manufacturer's installation and fastening methods will be followed.

### **5. Siding/Installation**

Siding is to be James Hardie, shingle siding straight edge panels, or an equivalent cementitious product. Siding other than James Hardie shall be reviewed and approved by the town before installation.

Any siding, regardless of manufacturer, shall be installed following manufacture's installation requirements. Siding color will be reviewed and approved by the town before installation. All relevant, local and state building codes will be observed.

### **6. Performance Bond**

A performance bond covering the faithful performance of the contract will be required and shall be 100 percent of the contract sum.