

OFFICIAL BID ADVERTISEMENT

TOWN OF EAST LYME

REPLACEMENT OF HVAC AIR HANDLERS @ THE EAST LYME TOWN HALL

Sealed bids will be received at the East Lyme Town Hall @ 108 Pennsylvania Ave, Niantic, CT until 2pm on Wednesday July 29, 2020 and will be publicly opened and read at that time. This bid advertisement entails providing two new air handlers, associated equipment and air balancing at the East Lyme Town Hall. The Instructions to Bidders, Contract Terms & Conditions, Technical Specifications and Plans along with the Bid Form can be obtained from the Town's website at www.eltownhall.com.

There will be a pre-bid meeting at the site on Tuesday July 21, 2020 at 10am to be able to examine the site and ask any questions that the bidders may have. Any questions not asked at the pre-bid meeting need to be emailed to jbragaw@eltownhall.com by 4pm on Thursday July 23, 2020 just in case an addendum needs to be sent to all prospective bidders.

The Town of East Lyme reserves the right to accept or reject any or all bids; to waive any informality, or; to accept any bid deemed in the best interests of the Town of East Lyme.

TOWN OF EAST LYME

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

MBE/WBE AND SBE's are encouraged to bid

TOWN OF EAST LYME

REPLACEMENT OF HVAC AIR HANDLERS @ THE EAST LYME TOWN HALL

INSTRUCTIONS TO BIDDERS

1. The Town is requesting bids from contractors to replace the HVAC air handler units on the roof of the Town Hall at 108 Pennsylvania Ave.
2. The bids are due by 2pm on Wednesday July 29, 2020.
3. The bid forms can either be mailed to EL Public Works, 108 Pennsylvania Ave, Niantic, CT 06357 Attn: Public Works Director or dropped off in person to the PW Department in the lower level of the East Lyme Town Hall @108 Pennsylvania Ave, Niantic, CT.
4. Each bid must be signed and submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.
5. The Town may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. Any bids submitted after this time will not be considered.
7. ***There will be a pre-bid meeting at the site on Tuesday July 21, 2020 at 10am to be able to examine the site and ask any questions that you have.***
8. Any questions not asked at the pre-bid meeting need to be emailed to jbragaw@eltownhall.com by 4pm on Thursday July 23, 2020 so that we have time to issue an addendum if needed.
9. Once the Town determines who the lowest responsible bidder is, we will look to sign the contract and give the notice to proceed as soon as possible.
10. Knowing that the HVAC system will have to be down during the installation, the Town is asking that the cut over be done in between the dates of October 5, 2020 and Friday October 30, 2020 as this should be a period not needing heat or air conditioning. IF the contractor would like to make the cut over outside of this period, they would need to get approval in advance from the East Lyme Director of Public Works. The contractor is to make every effort to minimize down time of the Town Hall HVAC system during the cut over.

CONTRACT TERMS AND CONDITIONS

The contract signed by the Town of East Lyme and the Contractor will bind both parties to the terms and conditions listed in these bid documents, unless specified otherwise.

TECHNICAL SPECIFICATIONS

1. See attached Sheets M-1, M-2 & ME-1
2. All tasks shall be performed during normal working hours, except that lifting operations and the changeover shall be accomplished during building un-occupied times (after 4pm Mon- Fri). If the contractor can schedule accordingly, the Town Hall is closed on Monday October 12, 2020 for a holiday.
3. Access to the occupied building area for the sake of air balancing shall be requested 48 hours in advance.
4. When it comes to lifting operations, the contractor needs to provide a plan in advance of the placement of any hoisting equipment/cranes for the approval of the Town.
5. Contractor shall be responsible for removal and re-install of ceiling tiles as it pertains to his scope of work.
6. All work areas shall be vacuumed at the end of each workday.
7. COVID – 19 safeguards shall be followed by all personnel when on site.
8. THERE WILL BE NO COST TO THE CONTRACTOR FOR THE BUILDING PERMIT FEE. THE TOWN WILL PICK UP THE STATE FEE AND THE TOWN PORTION OF THE FEE WILL BE WAIVED.

GENERAL CONDITIONS

1. The successful bidder will submit to the Town proof that the Town of East Lyme is an additionally insured. Providing an insurance certificate is not enough proof. The Town will need a copy of Additional insured endorsement or a copy of the actual policy that lists the Town of East Lyme as additionally insured. At no time should the Contractor perform work for the Town without an active insurance policy with the Town of East Lyme named as an Additional Insured.
2. The minimum insurance requirements that the Contractor must maintain while working on Town property and/or within the Town's right of ways are as follows;
 - **General Liability:** \$1,000,000 each occurrence; \$2,000,000 aggregate
 - **Automobile Liability:** \$1,000,000 combined single limit for each accident
 - **Workers' Compensation:** Shall be in accordance with State of Connecticut requirements at the time of the contract. The policy must contain a waiver of subrogation in favor of the Town of East Lyme, executed by the insurance company
 - **Umbrella/Excess Liability:** \$5,000,000 each occurrence; \$5,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The Town of East Lyme, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies. Thirty (30) days' notice of cancellation is required and must be provided to the Town of East Lyme via certified mail.

3. The Contractor will perform the work in line with acceptable industry standards for this kind of work.
4. The Contractor will submit one invoice at the end of their work. The Town is willing to pay for the cost of the equipment upfront if the contractor can provide some proof from the manufacturer of that cost that they are trying to invoice.
5. The Town of East Lyme agrees to process the invoice(s) as soon as possible but no later than 30 days from the date of the invoice.
6. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices. The Town can provide a tax-exempt certificate to the Contractor if requested.
7. The Contractor shall be responsible for, and reimburse the Town, adjacent property owners and/or others for, any and all losses, damage or expense which the Town or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by the Town to the Contractor, or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Town may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense, by reason of the failure of the Contractor to observe the limits and conditions of the rights of way, rights of access, etc., provided by the Town.
8. The Contractor, in contracting with the Town for the services identified above with the Town of East Lyme and its respective officers, agents and servants, agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the Town and its respective officers, agents and servants, or of the Contractors or of any participant or spectator, and from injuries (including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the Town and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Contractor or any participant or spectator or anyone directly or indirectly employed or working for the Contractor while engaged in the activity in the Town of East Lyme.
9. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.
10. The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA) and will provide the Town with a safety plan in advance of the work as to how they will be in compliance with this requirement.

TOWN OF EAST LYME

BID FORM

REPLACEMENT OF HVAC AIR HANDLERS @ THE EAST LYME TOWN HALL

FROM: _____ (Bidder)

TO: Town of East Lyme, Attn: Public Works Director

PO Box 519, 108 Pennsylvania Ave, Niantic, CT 06357

The undersigned proposes to furnish through his bid price all charges, including all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, and anything else necessary to perform and complete this Contract pursuant to the Contract specifications for the prices as listed below:

Lump Sum

(Written in numbers) _____

(Written in words) _____

ADDENDA RECEIPT

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Dated _____

LIST OF REFERENCES

	<u>Name</u>	<u>Affiliation/Company</u>	<u>Cell Phone</u>	<u>Email address</u>
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____

The undersigned agrees to complete the above referenced work in the time allotted based on the bid documents for the above referenced bid prices.

Signature _____ Main Contact # _____

Print Name _____ Address _____

Email Address _____

**CONTRACT FOR THE REPLACEMENT OF HVAC AIR HANDLERS @ THE EAST
LYME TOWN HALL BETWEEN "xx" AND THE TOWN OF EAST LYME**

THIS AGREEMENT, made this "xx" day of "xx" month, 2020 by and between the Town of East Lyme, Connecticut, herein called the "Owner", acting herein through its First Selectman, Mr. Mark Nickerson, and "xx" of "xx" town/city, in "xx" County, and the State of Connecticut, hereinafter called the Contractor.

WITNESSETH: That for and in consideration the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and the CONTRACTOR hereby agrees with the OWNER to replace the HVAC air handlers at the East Lyme Town Hall in accordance with the attached Contract Terms and Conditions document and Bid Form that are hereby made part of this contract.

This agreement shall extend from the date it is signed until after the work is performed.

The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District for New London at New London, Connecticut.

The failure of any party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition; but the obligations of the parties with respect thereto shall continue in full force and effect.

This Agreement cannot be changed, modified or amended in any respect except by a written instrument signed by the parties hereto. Parties acknowledge and agree that all understandings and agreements heretofore made between the parties are merged in this agreement.

This instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

This agreement may not be assigned by any party hereto without the written consent of the other party. The OWNER agrees to pay the Vendor in current funds for the performance of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned.

TOWN OF EAST LYME

(OWNER)

BY: _____
Mark Nickerson

TITLE: _____
First Selectman

DATE: _____

"xx"

(CONTRACTOR)

BY: _____
Authorized Representative

TITLE: _____

DATE: _____