



**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN  
445 RANDOLPH ROAD  
MIDDLETOWN, CT 06457**

**CONTRACT DOCUMENTS**

**BID #2018-001**

**REPLACEMENT OF CEILING IN FIREHOUSE BAY**

**BIDS DUE: December 19, 2018 at 4:00 p.m.**

**BID OPENING: December 20, 2018 at 10:00 a.m.**

**Michael J. Howley, Fire Chief  
(860) 347-6661**

**BID #2018-001 – REPLACEMENT OF 4,200 SQ. FT. CEILING IN FIREHOUSE BAY**

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**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN**

**INVITATION TO BID**

Sealed bids, addressed to Fire Chief Michael J. Howley, South Fire District of the City of Middletown (the Department), will be received until December 19, 2018 at 4:00 p.m. from qualified contractors for the following project:

**BID # 2018-001**

**Replacement of 4,200 sq. ft. ceiling in firehouse bay**

Work required pursuant to this contract includes furnishing all labor, materials, equipment, and incidentals necessary to complete the construction of the above-referenced project, which consist generally of the following work:

*Demolish existing ceiling panels and replace with all required 2' cross tees, Gypsum ½" x 2' x 2' vinyl faced ceiling panels, install additional insulation above ceiling system, and provide all other necessary parts for work located at 445 Randolph Rd., Middletown, CT*

**Each bidder shall satisfy himself as to the nature and location of the work, the general and local conditions and all other matters which can in any way affect the work or the cost of successfully performing the work. A pre-bid inspection, while not mandatory for this project is, however, highly recommended. Fire Chief Michael Howley may be contacted to arrange a site visit (860) 347-6661.**

**A bid bond is not required for this project. Any bid may be withdrawn by the bidder prior to the time scheduled for receipt of bids. No bid may be withdrawn within 30 days of the bid opening.**

**Bid documents may be obtained** at South Fire District, 445 Randolph Road, Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. **Bid documents can be downloaded** directly from the department website at [www.southfiredistrict.com](http://www.southfiredistrict.com). **Bid documents will be mailed** to interested bidders upon request.

The South Fire District of the City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids must be completely filled out when submitted.

All bids and proposals are subject to and must comply with the following requirements: Equal Employment Opportunity provisions of Executive Order No. 11246 as amended by Executive Order No. 11375; Non-discrimination provisions of Title VI -1-1 of the Civil Rights Act of 1964.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael J. Howley, Fire Chief

### INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals – Pursuant to the “Invitation to Bidders,” sealed proposals for performing the work or providing the specified service will be received by South Fire District of the City of Middletown at the time and place set forth therein with the award to be made as soon as practicable thereafter.

All bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Fire Chief and read publicly at the time set for receipt irrespective of any irregularities therein. Bidders and/or their representative and any interested public may be present.

2. Printed Form for Proposals – All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; **must be signed and acknowledged by the bidder where indicated on the proposal form**; sealed in an envelope using the bid return label provided.
3. Omissions and Discrepancies – Should a bidder find discrepancies or omissions from the Contract Documents or should doubt their meaning, they should immediately notify the Fire Chief who may send written instructions to all bidders. **Bidders must type or use blue pen at all times.** Questions will be addressed in accordance with item #10 of the Information to Bidders.
4. Acceptance or Rejection of Proposals – The South Fire District of the City of Middletown reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.
5. Acceptance of Proposals and the Effect – Within thirty (30) consecutive calendar days after the opening of the bids, the Department will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Fire Chief, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making the bidder responsible and liable for failure to execute as prescribed.
6. Time for Executing Contract and Damages for Failure to Execute – Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within fifteen (15) consecutive calendar days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to the bidder’s firm. Failure or neglect to do so shall constitute a breach of contract for which the Department may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to the bidder and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award – In the event that more than one (1) bidder submits an identical dollar amount for the base bid, the low responsible bidder for the project shall be determined by the South Fire District of the City of Middletown, based upon which bid received the earliest recorded time and date.

It is the intent of the Department to award the contract on a **total cost basis** to the lowest responsible bidder(s) submitting the **lowest total cost**, providing that sufficient funds are available to award the contract(s). However, the Department shall reserve the right to make multiple awards based upon the **lowest unit price per item/per category and/or based on what is in the best interest of the Department**.

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the Department shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidder's professional references (if required), the bidder's reputation, information discovered during the interview process (if applicable) and whether the Department in its sole discretion determines that awarding the bid to the bidder will be in the best interest of the Department. The Department shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Time of Completion/Liquidated Damages – Upon receipt of the Notice of Award, the bidder shall notify the Fire Chief of the start date and anticipated work schedule and shall agree to complete the work within the time specified.

Bidders are advised that the date set for substantial completion for this project shall be on or before forty-five (45) calendar days after the award of bid and/or Notice of Award for the project. The bidder shall be assessed a penalty/liquidated damages for five hundred (\$500.00) dollars per day beyond the date set for substantial completion.

Failure to meet the above specified completion time shall constitute default and breach of contract and the owner may then authorize procurement of such services from the most expeditious alternate source available to them.

All excess expenses charged for alternate procurement of defaulted services under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the owner the difference between the contract price and what the owner must pay to obtain the item from said alternate source.

9. Prices – In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the written prices shall control. The prices are to include furnishing all material, equipment, labor, and incidentals necessary to comply with the Department’s requirements.
10. Interpretations and Addenda – No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or to be effective to modify any of the provisions of the contract documents.

Every Request for Information (RFI) shall be made in **writing**, addressed and forwarded to **Fire Chief Michael J. Howley, South Fire District of the City of Middletown, 445 Randolph Road, Middletown, CT 06457. Questions may be sent via facsimile to (860) 346-6787 or emailed to mikehowley@southfiredistrict.com.** To receive consideration, such questions shall be submitted in writing at least seven days before the established date for receipt of bids. If the question involves the equality or use of projects or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Department to determine the equality or suitability of the product or method. In general, the Fire Chief will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Fire Chief will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Fire Chief will post said Addenda to the Department website at [www.southfiredistrict.com](http://www.southfiredistrict.com). Non-receipt of said Addenda shall not excuse compliance with said Addenda. It is the bidder’s responsibility to determine whether any Addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Fire Chief from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason. At least five days prior to the receipt of bids, the Fire Chief will post Addenda to the South Fire District website at [www.southfiredistrict.com](http://www.southfiredistrict.com).

It is the responsibility of each bidder to determine whether any Addenda have been issued and if so whether he/she has downloaded a copy of each. Non-receipt of said Addenda shall not excuse compliance with said Addenda. No alleged “verbal interpretation” shall be held valid. Any Addenda issued during the bidding period shall supersede previous information.

11. Insurance – The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment entitled Exhibit A. The bidder shall be required to provide evidence of such insurance coverage to the Fire Chief within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and Department approval shall be required prior to the execution of the contract document.

12. Excise and Sales Tax - Purchase of materials for this project are exempt from the payment of Federal Excise and Connecticut sales tax. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.
13. Firm Pricing – The South Fire District of the City of Middletown requires that all bidders hold bid pricing firm the minimum of sixty (60) consecutive calendar days from the date of receipt of bids.
14. Condition Necessary to Complete Contract to Satisfaction of the South Fire District of the City of Middletown – The Department shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the contract documents. Any contractual agreement made herein between the bidder and the Department shall not restrict the Department from utilizing other sources of materials and services. If the Department chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the contract documents.
15. Facsimile Bids – Facsimile bids will not be accepted by the Department under any circumstances.
16. Conditional/Qualified Bids – A conditional or qualified bid will not be accepted.
17. Corrections to Bids – Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder.
18. Wage Rates - Minimum State Wage Rates are not in effect for this project.
19. Withdrawal and Modifications of Proposals – Proposals may be withdrawn by written or faxed request delivered to the South Fire District of the City of Middletown, care of the Fire Chief, by the time fixed for opening of bids. Negligence on the part of the bidder in preparing the proposal confers no right for withdrawal of the same after it has been opened. Proposals received later than the time and date specified will not be considered. The South Fire District of the City of Middletown reserves the right to select or reject any or all of the bids and/or the unit prices, and not necessarily in the order in which they appear in the Proposal Form if to do so is in the best interest of the Department.
20. Qualifications of Bidders – The South Fire District of the City of Middletown may make such investigation as deemed necessary to determine the ability of the bidder to discharge this contract. The bidder shall furnish the Department with all such information and data as may be required for that purpose. The Department reserves the right to reject any proposal if the bidder fails to satisfactorily convince the Department that they are licensed and properly qualified by experience and facilities to fulfill their obligations and complete the terms of the contract.

21. Definition of Terms – For the purpose of this contract, whenever the word “bidder” appears, it shall refer to the contractor and whenever the word “contractor” appears, it shall refer to the bidder.
22. Examination of Site – Each bidder shall visit and examine the site of the proposed work and fully acquaint himself with conditions, including concealed conditions, relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any instrument, addendum or other documents or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any bidder from any obligation with respect to their bid or the contract.
23. Site Visit – The bidder shall be required to complete an inspection of the site of proposed work to familiarize themselves with existing conditions and the scope of this project. Failure to complete this inspection shall not relieve the bidder of this responsibility nor entitle them to any additional consideration or compensation with respect to this contract. Site inspections shall be by scheduled appointment only.

Should the bidder identify inconsistencies in the contract documents or have questions regarding this project upon this inspection they shall be required to contact in writing by mail or fax to the Fire Chief at (860) 346-6787. Any interpretation made as to the meaning or content of these specifications made by any individual other than the Fire Chief shall not be binding. Failure of the bidder to direct questions to the Fire Chief may be cause for the disqualification of their bid.

24. Termination of Agreement – The Department reserves the right, if it determines it to be in the best interests of the Department to do so, to terminate this agreement at the end of any full month. If the Department exercises this right, it shall terminate this agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated for only those services provided up to the end of that month, at which time this contract shall terminate. Total compensation due under this contract shall be based upon the work completed up to the end of the month.
25. Laws and Regulations – The bidder’s attention is directed to the fact that all applicable federal, state, and municipal laws, ordinances, rules, and regulations, codes of all authorities having jurisdictions over construction work in the locality of the project shall apply to the contract throughout the completion of the work and they are deemed to be included herein the same as though written out in full; this includes the municipality’s equal opportunity requirements.



26. Notice of Special Conditions – Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

Insurance Requirements; and  
Wage Rates; and  
Interpretation of Drawings and Specifications; and  
Equal Employment Opportunities as required by the Department.

27. Assignment of Antitrust Claims – The contractor or subcontractor offers and agrees to assign to the South Fire District of the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the South Fire District of the City of Middletown. This assignment shall be made and become effective at the time the South Fire District of the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

28. Workers' Compensation Act – All bidders are required to conform to C.G.S. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized Workers Compensation Act Conformance Form.

29. Americans with Disabilities Act – The bidder in performing this agreement, will at all times, comply with the provisions of Title I, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

### SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions contain changes and/or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

**Article 1. Indemnification:**

To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the Department, its officers, agents, servants and employees from and against all liability, judgements, costs, expenses, attorney's fees and other loss, against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the bidder in the performance or lack of performance of the services required under this contract.

**Article 2. Contractor's Claim for Damage:**

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the Department or any of its agents, he/she shall within one week after the sustaining of such damage, submit a written statement to the Department of the nature of the damage sustained, file with the South Fire District of the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made within the time and manner as required, his/her claim for compensation shall be forfeited and invalid, and he/she shall not be entitled to payment on account of any such damage. Even if properly presented, the Department may reject any claim, or part thereof, not considered valid.

**Article 3. Conditions Under Which the Department May Complete:**

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the South Fire District of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the South Fire District of the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract, or that the work is not being done in an acceptable workmanlike manner, as determined by the South Fire District of the City of Middletown, the South Fire District of the City of Middletown may notify the bidder to discontinue all work or such part thereof as the Department may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools of every description as may be found upon the line of said work. The South Fire District of the City of Middletown may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the South Fire District of the City of Middletown, be necessary to insure the completion of the work or such part thereof to the bidder. Neither the notice from the South Fire District of the City of Middletown to the bidder to increase his force nor the employment of additional force by the South Fire District of the City of Middletown, shall be held to prevent a subsequent notice of the South Fire District of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

**Article 4. Payments:**

Payment Terms shall be net thirty (30) days from the completion of the project.

**Article 5. Last Payment to Terminate Liability to the Owner:**

Neither the Department nor any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the Department or its agents from any and all claims and liabilities of the bidder for any act or neglect of the Department or its agents relating to or affecting the work during that period covering the payment.

**Article 6. The Contract Sum:**

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the Department, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the Department under authority of said Act and Public Laws of the State. All purchases made by the Department are exempt from payment of Federal Excise Tax and Connecticut Sales Tax.

**Article 7. Discrimination:**

The bidder agrees and warrants that, in the performance of this contract, he/she will not discriminate or permit discriminating against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, physical or mental disability (unless it is shown by such bidder that such disability prevents performance of the work involved under this contract); and further agrees to provide the Fire Chief with such information as may be requested by said Fire Chief concerning the employment practices and procedures of the bidder as they relate to the provisions of this section.

**Article 8. Presidential Executive Order 11246:**

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1978; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

**Article 9. Changes in the Work:**

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Fire Chief by a work order.

**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN**

**AFFIDAVIT OF LOCAL VENDOR**

I, \_\_\_\_\_ being duly sworn,  
Vendor Name

make affidavit and say that I own and operate

\_\_\_\_\_  
Business name and address

which is the bona fide principal place of business for

\_\_\_\_\_  
Business name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

\_\_\_1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.

\_\_\_2. Copy of long term lease of the real estate from which the principal place of business is operated.

\_\_\_\_\_  
Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, \_\_\_\_\_  
Vendor Name

owner of, \_\_\_\_\_ signer and sealer  
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

**NOTICE OF AWARD**

TO: \_\_\_\_\_

**BID# 2018-001-REPLACEMENT OF CEILING IN FIREHOUSE BAY**

The South Fire District of the City of Middletown has selected your firm as the apparent low bidder to complete the work in response to its advertisement **REPLACEMENT OF CEILING IN FIREHOUSE BAY: 445 RANDOLPH ROAD, MIDDLETOWN, CONNECTICUT** for bids dated 12/19/18 and in accordance with the contract documents.

You are hereby advised that your bid has been accepted for items to be provided at the following cost:

| # ITEM DESCRIPTION | QUANTITY | UNIT PRICE |
|--------------------|----------|------------|
|--------------------|----------|------------|

\_\_\_\_\_ will be authorized to proceed with  
Firm Name

this work or provide the specified items and or service subject to the following: receipt and approval of the required insurance and bonds as specified in the contract documents; encumbrance of funds; and execution of the Agreement incorporating the contract documents by the Fire Chief of the South Fire District of the City of Middletown.

You are required by the Information for Bidders to execute the contract and furnish the required certificates of insurance(s) and bonds within **ten (10)** calendar days from the date of this Notice to you.

If you fail to execute the contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the South Fire District of the City of Middletown will be entitled to consider all your rights arising out the Department’s acceptance of your bid as abandoned and the Department will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Michael J. Howley, Fire Chief

**ACCEPTANCE OF NOTICE**

The receipt of the above Notice of Award is hereby acknowledged by

Signature \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

Name/Title \_\_\_\_\_ License # \_\_\_\_\_

**BID# 2018-001  
REPLACEMENT OF CEILING IN FIREHOUSE BAY  
445 RANDOLPH ROAD  
MIDDLETOWN, CT 06457**

**GENERAL SPECIFICATIONS**

The South Fire District of the City of Middletown is requesting bids for the replacement and repair of the 4,200 square foot ceiling throughout the firehouse bay.

The work will be performed at 445 Randolph Road, Middletown, Connecticut, 06457.

The bidder shall indicate on the Proposal Form the unit cost to perform the job, inclusive of materials, labor, and incidentals.

**SCOPE OF WORK**

1. Set up all required staging.
2. Demolish existing ceiling panels (approximately 4,300 square feet).
3. Provide and install all required 2' cross tees.
4. Provide and install Gypsum ½" x 2' x 2' vinyl faced ceiling panels.
5. Provide and install additional insulation above ceiling system.
6. Daily or as directed during the progress of the work, remove and properly dispose of all debris and keep the premises clean and clear of all obstructions.
7. Upon completion of work, clean up the site. All rubbish, materials, parts, and debris must be removed from the site by the Contractor.

**Please specify any manufacturer's warranty for the materials being used:**

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The contractor shall guarantee their workmanship for a minimum period of one (1) year, beginning from time of work completion.

## MATERIALS

It shall be understood that the contractor shall provide and pay for **all materials, labor, tools, equipment, transportation, and all other services and costs of every nature whatsoever necessary to protect, execute, complete, and deliver the work within the contract period.**

## OTHER REQUIREMENTS

The contractor shall complete all work in accordance with the following requirements.

**Permits:** The contractor shall be required to obtain all necessary permits prior to the start of work. The cost for these permits shall be the responsibility of the contractor.

**Job Site:** It shall be the contractor's responsibility to maintain the job site in a clean and orderly fashion and to properly secure the site, materials and equipment at the end of each work day. The contractor shall be responsible for the removal of all work related debris, equipment and materials at the end of each work day and at project close-out.

**Site Visit:** It is recommended that the bidder complete an inspection of the job site prior to their submission of a bid to familiarize themselves with the type of work required and existing conditions. Failure to complete this inspection prior to the submission of their bid shall not relieve the bidder of this responsibility or entitle them to any additional consideration or compensation with respect to this contract.

**Time for Completion:**

Total contract time for the project will be forty-five days (45) calendar days, from award of contract and notice to proceed.

Following award of contract, all questions regarding this project should be directed to:

Michael J. Howley, Fire Chief  
South Fire District of the City of Middletown  
(860) 347-6661

**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN  
CONTRACTOR'S CHECK LIST**

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**BID #2018-001 REPLACEMENT OF CEILING IN FIREHOUSE BAY**

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted in duplicate, one (1) original and one (1) copy.**

FORM DESCRIPTION

Bidder: please enclose the following forms (in duplicate) with your bid:

1. BID PROPOSAL PAGES: Pages 17-19 (signed in appropriate places)
2. NON-COLLUSIVE STATEMENT: Page 20 (**Notarized Original**)
3. WORKER'S COMPENSATION ACT CONFORMANCE FORM: Page 25
4. LIST OF PROPOSED CONTRACTORS / SUPPLIERS: Page 26
5. LOCAL BIDDER AFFIDAVIT ( IF APPLICABLE) Page 12
6. **ALL BID FORMS ABOVE (ORIGINAL AND 1 COPY)**



**BID #2018-001**  
**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN**  
**REPLACEMENT OF CEILING IN FIREHOUSE BAY**  
**BID PROPOSAL PAGE**  
**(SUBMIT IN DUPLICATE)**

Issue Date **11/15/2018** Reply Date **Thursday, December 20, 2018 at 10:00 am**

To: Michael J. Howley, Fire Chief  
South Fire District of the City of Middletown  
445 Randolph Road  
Middletown, CT 06457

|   |                    |
|---|--------------------|
| <b>THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED:</b> |                    |
| _____<br>COMPANY NAME                                       | _____<br>SIGNATURE |
| _____<br>TITLE  | _____<br>LICENSE # |

We the undersigned have examined the contract documents which include the Information to Bidders, Specifications, General Conditions and related contract documents and propose and agree to contract with the South Fire District of the City of Middletown (herein called the Owner) in the form of a contract, to provide all necessary labor, machinery, tools, apparatus, equipment and other means of construction and do all the work and furnish all materials called for or shown on the drawings, specifications and other documents in the manner prescribed and according to the requirements of the Owner, within the time set forth in the contract documents at the bid prices incorporated herein.

In the bid items that follow, Bidder shall include all applicable fees and other incidental costs. Bidder must bid on every item. Prices are to be written in words and figures. In case of a discrepancy, the bid amount in words shall prevail. No exceptions or substitutions for the above specifications will be considered.

The undersigned, having become thoroughly familiar with all conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, equipment, and services required to replace ceiling in firehouse bay and all other necessary parts for work located at 445 Randolph Road, Middletown, CT, all in strict accordance with all requirements of the Bid Package dated 11/15/2018 for the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

Written Figures

**TIME OF COMPLETION:**

**SCHEDULING OF WORK SHALL BE IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. SUBSTANTIAL COMPLETION FOR THE ENTIRE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:**

**NO LATER THAN FORTY-FIVE (45) CALENDAR DAYS**

**TIME BEING OF THE ESSENCE, WE, THE CONTRACTOR, AGREE TO ACCEPT LIABILITY FOR AND TO PAY LIQUIDATED DAMAGES AS STIPULATED IN THE CONTRACT DOCUMENTS.**

**IN SUBMITTING THIS BID, THE BIDDER ACKNOWLEDGES THAT:**

- NO REPRESENTATION OF WARRANTY HAS BEEN MADE BY THE OWNER THAT THE ESTIMATED QUANTITIES USED FOR COMPARISON OF BIDS WILL EVEN APPROXIMATE THE ACTUAL QUANTITIES REQUIRED TO SATISFACTORILY COMPLETE THE WORK REQUIRED UNDER THIS CONTRACT.
- UPON RECEIPT OF WRITTEN NOTICE OF ACCEPTANCE OF THIS BID BY THE OWNER, THE BIDDER SHALL EXECUTE THE CONTRACT ATTACHED TO THESE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS.
- THIS BID IS SUBMITTED IN FULL COMPLIANCE WITH THE CONDITIONS OUTLINED IN THE CONTRACT DOCUMENTS. THE BIDDER HAS FULLY RESPONDED TO AND COMPLETELY FILLED IN ALL REQUIRED SPACES IN THE BID DOCUMENTS, INCLUDING THE NON-COLLUSIVE FORM, AND OBTAINED THE NECESSARY NOTARY PUBLIC SIGNATURES, WHERE REQUIRED.

**CONSTRUCTION COMPLETION: \_\_\_\_\_ CALENDAR DAYS**

**PLEASE STATE WARRANTY: \_\_\_\_\_**  
(Attach Copy)

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporation

\_\_\_\_\_  
Company

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Telephone Number

Name, Title, and Phone Number of Individual to contact with questions regarding this bid:

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**WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.**

SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
License #

**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN**

**CHANGE ORDER**

Page 1

**Project: BID# 2018-001  
REPLACEMENT OF CEILING IN FIREHOUSE BAY**

To: \_\_\_\_\_ Change Order Number: \_\_\_\_\_  
Name and Address  
\_\_\_\_\_  
Contract Date: \_\_\_\_\_  
\_\_\_\_\_

THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS CHANGE IN THE WORK.

You are directed to make the following changes in this Contract:

The original Contract Sum was \$ \_\_\_\_\_

Net changes by previous Change Orders \$ \_\_\_\_\_

The Contract Sum prior to this Change Order was \$ \_\_\_\_\_

The Contract Sum will be (increased, decreased, unchanged) by this Change Order \$ \_\_\_\_\_

The new Contract Sum including this Change Order will be \$ \_\_\_\_\_

The Contract Time will be (increased, decreased, unchanged) by \_\_\_\_\_ Days

The Date of Completion as of the date of this Change Order therefore is \_\_\_\_\_

South Fire District of the City of Middletown  
445 Randolph Road  
Middletown, CT 06457

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CERTIFICATE OF WAIVER AND RELEASE OF LIEN**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

\_\_\_\_\_  
Subcontractor Name/Address

a corporation/partnership/business organized under the laws of the State of Connecticut, in consideration of the sum of:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written figures

received from \_\_\_\_\_,  
General Contractor Name/Address

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heirs, executors, administrators, successors and assigns all liens or right to claim a lien for work done and in place as of the date of this Release at the project commonly known as **SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN, BID# 2018-001, REPLACEMENT OF CEILING IN FIREHOUSE BAY AT 445 RANDOLPH ROAD, MIDDLETOWN, CT 06457**

\_\_\_\_\_ hereby  
Name of Subcontractor

indemnifies the South Fire District of the City of Middletown, against any and all claims for work performance and /or materials supplied by it/him/her/us under the above mentioned contract.

IN WITNESS WHEREOF, \_\_\_\_\_,  
Subcontractor Name/Address

has caused this Waiver and Release of Lien to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Executed and delivered in the presence of:

\_\_\_\_\_  
Witness By: \_\_\_\_\_

\_\_\_\_\_  
Witness

State of: \_\_\_\_\_:

ss, \_\_\_\_\_, 2012

County of: \_\_\_\_\_

\_\_\_\_\_ duly authorized, having duly sworn, deposes and says

he/she is \_\_\_\_\_ of

Title

\_\_\_\_\_  
Name of Subcontractor

and that the statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

My commission expires: \_\_\_\_\_



**SOUTH FIRE DISTRICT OF THE CITY OF MIDDLETOWN  
WORKERS' COMPENSATION ACT  
CONFORMANCE FORM**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_ and all of its  
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

My commission expires: \_\_\_\_\_

**BID #2018-001**

**LIST OF SUBCONTRACTORS**

|    | <u>NAME</u> | <u>ADDRESS</u> | <u>TYPE OF WORK</u> |
|----|-------------|----------------|---------------------|
| 1. |             |                |                     |
| 2. |             |                |                     |
| 3. |             |                |                     |

**BID #2018-001**

**LIST OF SUPPLIERS**

|    | <u>NAME</u> | <u>ADDRESS</u> | <u>TYPE OF WORK</u> |
|----|-------------|----------------|---------------------|
| 1. |             |                |                     |
| 2. |             |                |                     |
| 3. |             |                |                     |

**EXHIBIT A - INSURANCE REQUIREMENTS**

**BID# 2018-001  
REPLACEMENT OF CEILING IN FIREHOUSE BAY**

**A. GENERAL REQUIREMENTS:**

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the South Fire District of the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **CONTRACTOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR'S** responsibility under this contract.

The **CONTRACTOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the South Fire District of the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **CONTRACTOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

**In order to facilitate this requirement for insurance, it is recommended that the CONTRACTOR forward a copy of these requirements to their insurance representative(s).**

**B. SPECIFIC REQUIREMENTS:**

**1. Workers' Compensation Insurance -**

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

**2. Commercial General Liability Insurance -**

The **CONTRACTOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

**3. Business Automobile Liability Insurance -**

The **CONTRACTOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

**C. SUBCONTRACTOR REQUIREMENTS:**

The **CONTRACTOR** shall require the same insurance that it is required to carry by the South Fire District of the City of Middletown to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the South Fire District of the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the South Fire District of the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**D. OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The Department reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**Bid Return Label**

**Always use mailing label below on all packages when submitting bids to the South Fire District of City of Middletown for clear identification of your bid response.**

**Official Bid Documents Enclosed:**

**BID# 2018-001**

**REPLACEMENT OF CEILING IN FIREHOUSE BAY**

**Return Date: Wednesday, December 19, 2018 at 4:00 p.m.**

**South Fire District of the City of Middletown  
445 Randolph Road  
Middletown, CT 06457**