



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Special Meeting @ Noon
Thursday, April 9, 2015
Colchester Town Hall**

1. Call to Order
2. Discussion and Possible Action on RFP 2015-06 Bacon Academy Heating System Control Valve Replacement Contract Recommendation
3. Adjourn

RECEIVED
COLCHESTER, CT
2015 APR -7 AM 11:45

Town of Colchester Interoffice Memorandum

To: Stan Soby, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 04-06-2015
Re: RFP 2015-06 Bacon Academy Heating System Control Valve Replacement- Contract Recommendation

Responses for the RFP #2015-06 Bacon Academy – Heating System Control Valve Replacement were received and opened on April 2, 2015. The general description of the project is the replacement of malfunctioning control valves from multiple roof top Air Handling Units that have resulted in either uncontrolled or variable room temperatures in various rooms of the academic wing of Bacon Academy. The scope of work was discovered during the Energy Performance Contract installation as a necessary repair to be made in order to maximize the energy savings and increase existing equipment lifespan. The funding of the project is from the unexpended Contingency of the Energy Performance Contract and not operational funds. The choice to bid out the identified maintenance work outside of the Performance Contract has resulted in significant savings over the budgeted estimate provided by Honeywell to conduct the work as part of the Project.

Responses were as shown on the attached Bid Results sheet.

A mandatory pre-bid walk through was conducted on 3/25/15. All bidders that submitted bids attended the meeting. A bid bond was required to be submitted within the sealed envelope of the bid response. MEGA Mechanical Services, LLC did not provide a Bid Bond as required by the RFP, therefore the bid was deemed incomplete and was deemed not responsive.

The apparent low bidder for the project is McKenney Mechanical Contractors, Inc. The firm conducted the vast majority of HVAC work as the subcontractor to Honeywell during the Energy Performance Contract installation and is familiar with the systems of Bacon Academy. Work conducted by the firm was done well.

Contact was made with the bidder and they are willing to provide the required certificates of insurance and bonds at this point and are looking forward to conducting the project.

Based upon the submitted bids, Purchasing Policy of the Town of Colchester, I would recommend the award of RFP 2015-06 Bacon Academy – Heating System Control Valve Replacement be made to McKenney Mechanical Contractors, Inc. and that the First Selectman be authorized to enter into a contract and sign all necessary documents to conduct the work.

Proposed Motion: Hereby award the bid RFP 2015-06 Bacon Academy – Heating System Control Valve Replacement to McKenney Mechanical Contractors, Inc and authorize the First Selectman to enter into a contract, and sign all necessary documents, in accordance with the RFP 2015-06 Bacon Academy – Heating System Control Valve Replacement with McKenney Mechanical Contractors, Inc., for the bid price of \$14,350.

RFP 2015-06 Bacon Academy Heating System Control Valve Replacement

Bid Opening April 2, 2015 2:00pm

Colchester Town Hall

Bid Results

Open #	Bidder	Address	Total Price	Notes
1	Mega Mechanical Services, LLC	98 Commerce St. Glastonbury, CT	\$11,300.00	No Bid Bond Submitted (Not Accepted)
2	McKenney Mechanical Contractors, Inc	15 Commerce Rd. Newtown, CT	\$14,350.00	Complete
3	Action Air Systems, Inc.	131 Adams St. Manchester, CT	\$29,540.00	Complete
4	HHS Mechanical Contractors, Inc	80 Colonial Rd, Manchester, CT	\$18,250.00	Complete

All Bidders attended March 25, 2015 Mandatory Walk Through

Town of Colchester
And
Colchester Public Schools
 127 NORWICH AVENUE, SUITE 201 & 202
 COLCHESTER, CT., 06415-1260

Stan Soby
 First Selectman

(860) 537 - 7220
 FAX: 537 - 0547

Jeff Matthieu
 Superintendent of Schools

(860) 537 - 7260
 FAX: 537 - 1252

RFP #2015-06
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: McKenney Mechanical Contractors, Inc.
15 Commerce Road, Newtown CT 06470

TELEPHONE #: 203 - 364-1000 x130

FAX #: 203 - 364-1035

EMAIL: dhovey@mckenneymechanical.com

REPRESENTED BY: David Hovey, Sales Manager
 (Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Bacon Academy, Furnish and Install Automatic Control Valves from Air Handling Units; Including all programing, Draining and refilling, testing and commissioning; Lump Sum Complete:	<u>\$12,900.00</u>
2	Bacon Academy, Furnish and Install New VAV controller for Art Room (Rm 1212); Furnish and Install new Space Temperature Sensor for Vestibule 1214; Lump Sum Complete:	<u>\$1,450.00</u>
3	Bacon Academy: Furnish & Install 1 Hauck valve on existing burner. Lump Sum Complete:	<u>N/A</u>

Bidders Name (print) David Hovey Authorized Signature 

Bidders Address: 15 Commerce Road, Newtown CT 06470
McKenney Mechanical Contractors, Inc.

Bidders Phone: 203-364-1000 x130 Bidders FAX/E-mail dhovey@mckenneymechanical.com



McKENNEY MECHANICAL

Comprehensive HVAC/R Solutions

15 Commerce Road
Newtown, CT 06470

P (800) 853-3450
F (203) 364-1035

www.McKenneyMechanical.com

Company History/Qualification

INTRODUCTION AND DESCRIPTION OF FIRM

McKenney Mechanical Contractors Inc., founded in 1987, is a full-service mechanical and plumbing contractor specializing in design/build projects and installations, as well as the service and maintenance of commercial HVAC equipment and temperature control systems commonly found in office facilities, manufacturing plants and hospitals such as yours. We can provide expert service and installations, including certified welding and medical gas applications. We are factory authorized to perform service and maintenance on most heating, ventilating, and air conditioning equipment, including many specialized types of products such as dehumidification and humidification equipment.

We pride ourselves in providing professional, competent solutions to your mechanical system's needs, as well as quality customer oriented service and a true understanding of your critical time and space requirements. It is this unique commitment to learning our customer's needs that has allowed us to double in sales over the last few years while our competition has downsized due to the state of the economy.

Our company is comprised of approximately 40 employees, including service technicians, plumbers/pipefitters, project managers, administrative personnel and executives. We strive for a team environment that will include our own employees, subcontractors, building owners and engineers. A more thorough overview of our qualifications and recent projects can be found on our website, www.mckenneymechnical.com. Of course, we are always available to answer any questions, or to provide any additional information.


PROJECTS WHERE CONTRACTOR HAS DEFAULTED ON CONTRACTS

McKenney Mechanical Contractors Inc. has not defaulted on any contracts.

DIVISION BETWEEN COMPANY AND SUB-CONTRACTED WORKFORCES

McKenney will be self-performing all piping, equipment installations, start-up, warranty, project management. Subcontracted work will include electrical, crane work, insulation, balancing, sheet metal, and roofing work.

MCKENNEY MECHANICAL CONTRACTORS, INC.

BY: 
Dave Hovey, Sales Manager



McKENNEY MECHANICAL

Comprehensive HVAC Solutions

15 Commerce Road
Newtown, CT 06470

P (800) 853-3450
F (203) 364-1035

www.McKenneyMechanical.com

2015 Professional References

Sean Halney
Danbury Schools
203-948-3001

Tom Lindley
Stew Leonard's
203-790-8030

Mr. Gino Failla
Director of Facilities
Newtown Public School District
(203)948-3332

We can also offer complete energy retrofit services in order to help reduce your energy consumption and take advantage of the current Utility incentives that are offered in your State. We can offer these services at no cost through our Comprehensive Energy Engineering Services and Controls division.

For more specific program information and current utility incentives please call 203-364-1000 ext. 130.

Thank You,
McKenney Mechanical Contractor, Inc.

Bid Bond

 **AIA** Document A310™ – 2010

CONTRACTOR:

Name, legal status and address)

**MCKENNEY MECHANICAL
CONTRACTORS, INC.
15 Commerce Road
Newtown, CT 06470**

Bond # MCKE3-30-15-1

SURETY:

*(Name, legal status and principal
place of business)*

**WESTERN SURETY COMPANY
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

**Town Of Colchester
127 Norwich Avenue Suite 201
& 202
Colchester, CT 06415**

BOND AMOUNT: Five Percent (5.00%) of the Amount Bid

PROJECT: Bacon Academy Heating System Control Valve Replacement


(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of March, 2015



(Witness)

MCKENNEY MECHANICAL CONTRACTORS, INC.
(Principal) _____ (Seal)



(Witness)

WESTERN SURETY COMPANY
(Surety) _____ (Seal)
Renee A. Manny, Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

STATE OF CONNECTICUT)
COUNTY OF Fairfield)

Bond No. **MCKE3-30-15-1**

C On this 31 day of March, 2015, before me personally came
O Alice McKenney to me known, being sworn
R by me, did depose and say that he/she resides in Brookfield
P that he/she is the Office manager of **MCKENNEY MECHANICAL CONTRACTORS, INC.**
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Amanda M. Fogg



STATE OF NEW YORK)
COUNTY OF RENSSELAER)

S On this 30th day of March, 2015 before me personally came
U Renee A. Manny to me known resides in Rensselaer, NY
R and duly sworn and says that he/she is the Attorney-in-fact of
E the **WESTERN SURETY COMPANY**
T and knows the corporate seal and that it was affixed thereto by authority
Y of the Power of Attorney of said Company; of which a certified copy is
attached; and that he/she signed said instrument as an Attorney-in-Fact of said
Company by like authority.
Sworn to and acknowledged on the above date, Jennifer S. Vanat

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2017

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.
U
A Sworn to and acknowledged on the above date, _____.
L

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Arnold E Finaldi Jr, David W Cooper, Charles R Daniels III, John C Tickner, Mark C Nickel, Kevin J Garrity, Paul A Palanzo, Stephen J Donnelly, Christopher Terzian, Audrey J Danielson, Judy Tomlinson, Vikki L LaVean, Renee A Manny, Lori A Francett, Derek P Hannon, John F Murray Jr, Diane M Peligian, Tanya M Volk, Mary Dixon, Milton H Kotin, Individually

of East Greenbush, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of November, 2014.



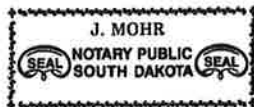
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of November, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2013

ASSETS

Bonds	\$1,724,685,206
Stocks	23,751,064
Cash and short-term investments	15,700,560
Investment income due and accrued	20,454,904
Uncollected premiums and agents' balances	42,288,900
Net deferred tax asset	20,676,332
Other assets	<u>8,794,561</u>
Total Assets	<u><u>\$1,856,351,527</u></u>

LIABILITIES AND SURPLUS


Losses	\$307,482,238
Reinsurance payable on paid losses and loss adjustment expenses	5,583,589
Loss adjustment expense	59,547,344
Contingent and other commissions payable	5,935,659
Unearned premiums	252,195,516
Advance premiums	5,072,293
Payable to parent, subsidiaries and affiliates	7,650,063
Other liabilities	<u>7,270,652</u>
Total Liabilities	<u>650,737,354</u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	280,071,836
Unassigned funds	<u>921,542,337</u>
Surplus as regards policyholders	<u>\$1,205,614,173</u>
Total Liabilities and Capital	<u><u>\$1,856,351,527</u></u>



I, OJ B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15


Notary Public

STATEMENT OF SURETY'S INTENT

To: Town Of Colchester
Owner

We have reviewed the Bid of MCKENNEY MECHANICAL CONTRACTORS, INC.
Contractor

of 15 Commerce Road Newtown, CT 06470
Address

for Bacon Academy Heating System Control Valve Replacement
Project

Bids for which will be received on April 2nd, 2015
Bid Opening Date

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become Surety on the Performance Bond and Labor and Materials Payment Bond required by the contract.

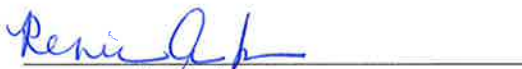
Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of Connecticut, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended)

Attest:



WESTERN SURETY COMPANY



Surety's authorized signature
Renee A. Manny, Attorney-in-fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign)

Western Surety Company

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of East Greenbush, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of November, 2014.



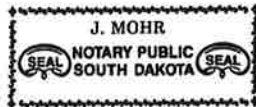
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

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WESTERN SURETY COMPANY

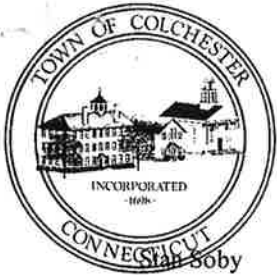
L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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Stan Soby
First Selectman

Jeff Matthieu
Superintendent of Schools

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Colchester Public Schools

127 NORWICH AVENUE, SUITE 201 & 202

Colchester, Connecticut 06415
Stan Soby, First Selectman

(860) 537 - 7220
FAX: 537 - 0547

(860) 537 - 7260
FAX: 537 - 1252

RFP 2015-06

Request for Proposals/ Bids Bacon Academy Heating System Control Valve Replacement

BID #2015-06

Bids shall be addressed to 1st Selectman, Stan Soby, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. April 2, 2015.**

Bids shall be submitted in a sealed envelope clearly marked, "Bacon Academy –Heating System Control Valve Replacement" Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. April 2, 2015.**

A Mandatory Pre-Bid Meeting will occur on March 25, 2015 at 3:00 pm at Bacon Academy, 611 Norwich Avenue, Colchester, CT for bidders. All vendor representatives must have an ID badge with company logo and their name, to be worn / visible at all times while on Town / school property.

Any questions concerning this bid may be answered by contacting James Paggioli, L.S., Town of Colchester Director of Public Works, at (860) 537-7288 or Mr. Anthony Gallicchio, Facilities Manager at (860) 537-7288.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.

Town of Colchester
And
Colchester Public Schools
 127 NORWICH AVENUE, SUITE 201 & 202
 COLCHESTER, CT., 06415-1260

Stan Soby
 First Selectman

(860) 537 - 7220
 FAX: 537 - 0547

Jeff Matthieu
 Superintendent of Schools

(860) 537 - 7260
 FAX: 537 - 1252

RFP #2015-06
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____ - _____

FAX #: _____ - _____

EMAIL: _____

REPRESENTED BY: _____
 (Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Bacon Academy, Furnish and Install Automatic Control Valves from Air Handling Units; Including all programing, Draining and refilling, testing and commissioning; Lump Sum Complete:	_____
2	Bacon Academy, Furnish and Install New VAV controller for Art Room (Rm 1212); Furnish and Install new Space Temperature Sensor for Vestibule 1214; Lump Sum Complete:	_____
3	Bacon Academy: Furnish & Install 1 Hauck valve on existing burner. Lump Sum Complete:	_____

Bidders Name (print) _____ Authorized Signature _____

Bidders Address: _____

Bidders Phone: _____ Bidders FAX/E-mail _____

Town of Colchester
And
Colchester Public Schools
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Stan Soby
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeff Matthieu
Superintendent of Schools
BID #2015-06

(860) 537 - 7260
FAX: 537 - 1252

General Specifications

All bids must be submitted on the enclosed "Bid Form" *No Exceptions*. Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets.

Scope: This contract shall be defined as, but not limited to:

- a. Shall consist of furnishing all materials, saw cutting, labor, supervision, equipment, tools, supplies, wiring, configuration and all other expenses necessary to provide full installation of components required.
- b. Should funds allow or become available, additional work may be added to the project. The Town also reserves the right to deduct estimated work as required. The quantities listed are estimated for the envisioned work at the Town Hall and Schools listed. Other locations may be added dependent on available funds.
- c. The Contractor is hereby made aware that the Town and School Building facilities are operated by a Honeywell Building Management system. All installed equipment, valves and sensors are to be connected and programmed into the system.
- d. Bidders are required attend any mandatory pre-bid meetings and to perform on site inspections of the areas where systems are to be installed in accordance to the instructions at the pre-bid meeting, and be familiar with the work areas. No additional payments shall be made for work that should be apparent to competent installers. Coordination and direction of any wire and control wiring runs shall be made with the concurrence of Town Staff. Should conflict occur between contractor and project staff in regard to location of equipment, project staff shall have the final determination.
- e. Quality of workmanship shall be in accordance with generally accepted industry standards, including acceptable finish, work area safety, and quantity of production. Contractor shall be aware that the School is a publicly utilized facility and make a necessary consideration to maintain public access during construction and scheduling of work. Contractor shall also be responsible for the protection of finish work prior to acceptance and opening an area to the public.
- f. Submittals shall be provided for systems submitted for consideration of this bid. All equipment warranties and/or guarantees shall be transferred to the Town upon completion of Item work. Building Permits shall be obtained by the contractor. The Town shall waive the town portion of the permit fee, however the State portion of the permit fee is required to be paid by the contractor.
- g. Bidders are to comply with all applicable laws and regulations in regard to construction activities, i.e. OSHA standards, Material Protocols, A.D.A. Regulations, C.B.Y.D., etc.
- h. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).

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COLCHESTER, CT., 06415-1260

Stan Soby
First Selectman

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Jeff Matthieu
Superintendent of Schools

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- i. Scheduling of work: Work within the occupied portion of the school shall be conducted during second shift (i.e. from 3:00 p.m to 10:30 p.m.) on weekdays, or maybe be scheduled for first shift (7:00 a.m. to 3:00 p.m.) during school vacations. Contractor shall coordinate work schedule with the Facilities Manager and Director of School Operations prior to commencement of work.

Specifications:

Item 1: Furnish and Install Automatic Control Valves from Air Handling Units

Item includes the furnishing and installation of new Automatic Control Valves, installation and hook up of actuators on the following 6 AHU's: AHU A-1 (Hot Water valve), AHU A-2 (Hot Water valve), AHU A-3 (Hot Water valve), AHU A-4 (Hot Water valve), AHU F-1 (Hot Water valve), AHU B-1 (Hot Water valve). Work shall include all labor and materials for: the isolation and drain down of glycol for each unit, the removal of the existing malfunction valve, installation of new valve including actuators and control wiring, pumping glycol back into system and venting air out of system, commissioning, any testing and checks required, start up, all necessary calibration and programing, and reinsulating of the control valves and associated piping. All other portions of the equipment or building shall be returned to as was, prior to the accessing of the work space. Control valves operation will be verified on the Building Management System upon the completion of the work in order to be deemed complete.

Item 2: Furnish and Install new VAV Controller for Art Room (Rm 1212) and New Space Temperature Sensor for Vestibule 1214. Item shall include all work for furnishing and installation a replacement (in kind or improved technology) of the VAV Controller in Room 1212, including all removal of existing controller, installation of new controller, connection to Building Management System, programing, testing and commissioning of the New Controller. Any and all replacement of materials required to access the VAV and Controller shall be placed back in to the condition prior to the start of work. Valve and Controller will be verified on the Building Management System upon completion of the work in order to be deemed complete. Temperature Sensor shall include all work for the removal of the existing Vestibule sensor, Furnishing and installation of Building Management System compatible sensor, wiring to the Building Management System, programing and testing of sensor, any required restoration of area surrounding new sensor location. Sensor will be verified on the Building Management System upon the completion of the work in order to be deemed complete.

Item 3: Install Hauck Valve on existing burner: Item to include all labor and work to furnish and install new Hauck MCOV flow control valve. Valve shall be automatic control and be equipped with adjustable radius lever. Valve shall be UL listed and sized for existing boiler gph burn rate parameters. Installation shall be in accordance with Hauck Installation guidelines and NFPA 86 requirements. Control Motor shall be mounted to rigid support.

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Valve shall be calibrated and tested for applicable flow rates. Control motor shall be connected to Building Management system and verified for operation upon completion of work in order to be deemed complete.

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall undertake, at his/her own expense:

1. To take every precaution against injuries to persons or damage to property. There may be children and staff present during the hours the Contractor may be working. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.
2. To store his/her apparatus, materials, equipment and supplies in such orderly fashion at the site of work as will not unduly interfere with the normal operation of the Colchester Public Schools, the progress of the Contractor's work or the work of others.
3. To clean frequently all refuse, scrap, and debris caused by his/her operations and to legally dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
4. Before final payment, to remove all surplus materials and debris of any nature resulting from his/her operations and to legally dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

EXPECTATIONS of EMPLOYEE BEHAVIOR

The Contractor shall ensure from ALL EMPLOYEES engaged in the work embraced in this Contract the standards of behavior to follow. "ALL EMPLOYEES" includes the Contractor and his/her employees and all the employees of his/her subcontractors. If any person employed on the work by the Contractor, and/or subcontractor, shall violate the standards of behavior listed below, or violates a standard of behavior not specifically identified but that a reasonable person would consider a reasonable expectation of behavior, he/she shall be discharged immediately upon the request of the Colchester Public Schools and shall not again be employed on the work.

1. The Contractor shall not permit any employee to have any interaction what so ever with any student, or minor visitor, in or on school property.
2. The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors or tobacco products in or on school property.
3. Narcotics or other controlled substances of any kind, unless ordered by a physician, are prohibited. If narcotics, or other controlled substances of any kind, are ordered by a physician for an employee providing work under this Contract the Contractor shall have a letter from the employee's physician stating that the employee is competent to perform his/her duties while taking said narcotics or other controlled substances of any kind.
4. The Contractor shall not permit any employee to use foul or inappropriate language in or on school property.

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5. The Contractor shall ensure that all employees dress appropriately. Shirts and work shoes shall be worn at all times.

Time for Completion of Work Scope

Work shall be completed within 45 days from date of written Notice to Proceed. Contractor to be aware that there may be weekdays during that period they are unable to conduct work due to Holidays or Elections being conducted at the Town Hall or Schools and shall plan work and protection of work accordingly.

Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required, a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

Bond Requirement and Guarantee

The bidder selected to perform work under this contract is required to provide a Payment and Performance Bond in the full amount of the work awarded. Original signed and sealed copies of bonds shall be provided to the Town prior to the Notice to Proceed being issued. A Bid Bond in the amount of 5% of the bid shall be provided within the submitted bid response.

1. Insurance: INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000 General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3.. Broad Form Property Damage.

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- 4. Independent Contractors.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Security: A background check sheet must be completed for each employee who will be working in our facilities prior to commencement of any work. (Attachment A)
All workers must have ID's designating them as employees of the Contractor The ID's (badges) must be worn and visible at all times while on Town property. Fee for processing background check is \$65.00 per employee submitted and shall be paid for by the contractor.

Site Visits: A Mandatory Pre-Bid Meeting will occur on March 25, 2015 at 3:00 pm at Bacon Academy, 611 Norwich Avenue, Colchester, CT for bidders. All vendor representatives must have an ID badge with company logo and their name, to be worn / visible at all times while on Town / school property. Site Visits will be scheduled directly following the meeting. It shall be the responsibility of the bidder to visit at the time provided following the pre-

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bid meeting, accompanied by staff, to review conditions that may affect service or repairs. By submitting a bid the bidder acknowledges that he/she has visited the site to determine all existing conditions and cannot make claim against Town of Colchester or Colchester Public Schools for mistakes in the bid.

Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by vendor due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

Invoicing: Contractor shall prepare invoicing for payment for completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work or in 30 day periods for portions of the work that has been completed, inspected and approved as above.

References: Vendor must supply three (3) references where similar work was performed within the last 3 years.

BID # 2015-06
Town of Colchester & Colchester Public Schools
Town Hall and School Security Improvements

Attachment A

Background Check Sheet

The following form must be completed for all individuals working in Town facilities and submitted prior to the commencement of work. Identification must be presented at the time of this form submission to; and fingerprinting will be required at the Colchester Police Department.

Please type or print in ink:

Service being performed: _____

Social Security #: _____

Name: _____
Last First MI

Current Address: _____

Current Phone #: _____

- A. Have you ever been convicted of a crime? ___Yes ___No
- B. As of this date, are criminal charges pending? ___Yes ___No
- C. If you answered "Yes" to either of the above questions, please explain. (Conviction of a crime is not an absolute bar to working in our schools. Rather, the Board will consider the following factors: (a) nature of the crime and its relationship to the job in question; (b) information concerning rehabilitation; and (c) the amount of time elapsed since the conviction or release from custody.)

Signature

Date