

INVITATION TO BID

TOWN OF STERLING, CONNECTICUT PAINTING PROJECT

Sealed bids for the **Painting of the town gymnasium, hallway, front foyer and (5)five rooms** will be received at the office of the **Town's Administrative Assistant, 1183 Plainfield Pike, Oneco, CT** until Wednesday, **12:00 P.M.** February 7, 2024. Bids for the "Painting Project" will be opened in public during a selectman's meeting held, February 7, 2024 at 6:00pm. Prior to receiving bids there will be a mandatory walk-thru with bidders held on **Wednesday, January 31, 2024 at 10:00am at 1183 Plainfield Pike, Oneco, CT 06373.**

All proposals shall be enclosed in a sealed envelope marked: " **PAINTING PROJECT**" and shall be directed to the attention of the Administrative Assistant, Town of Sterling , Connecticut.

Questions regarding the Specifications should be directed in writing to First Selectman, Lincoln Cooper, 1183 Plainfield Pike (lcooper@sterlingct.us), no later than 12:00 pm on **Monday, February 5, 2024.**

Bidding Documents may be **obtained** from the Administrative Assistant's office, 1183 Plainfield Pike, Oneco, CT 06373 Tel: 860-564-2904 beginning on **January 25, 2024.**

+ + END OF INVITATION TO BID + +

INFORMATION FOR BIDDERS

Each sealed envelope containing a BID must be plainly marked on the outside as **“Painting Project”** and must bear the Bidder’s name, address and license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Town of Sterling P.O. Box 157, Oneco, CT 06373.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The Town may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the BIDDER.

The party to whom the contract is awarded will be required to execute the Agreement. In case of failure of the BIDDER to execute the Agreement, the Town may consider the BIDDER in default.

The Town, within ten (10) days of receipt of acceptable insurance certificates and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

Each BIDDER is responsible for being thoroughly familiar with the specifications of the Work. A conditional or qualified BID will not be accepted. The First Selectman reserves the right to reject any and all bids or any part thereof and to waive any informalities.

SUCCESSFUL CONTRACTOR WILL PROVIDE COPIES OF THE FOLLOWING PRIOR TO CONTRACT EXECUTION

1. Evidence that vehicles are properly registered, inspected and insured.
2. Evidence that all drivers have proper drivers license.
3. Evidence that the company or individual is a licensed contractor in the State of Connecticut.
4. Comprehensive liability insurance policy for \$1,000,000.00 for each occurrence, \$2,000,000.00 general aggregate, naming the Town as a certificate holder.
5. A certificate of workman compensation insurance or waiver from the State Department of Labor.
6. Signed contract with the Town of Sterling.

The project is located at 1183 Plainfield Pike, Oneco, Ct 06373. All work being permitted must be completed on or before April 15, 2024, or otherwise with written agreement by both parties.

BID FORM

The **Town of Sterling , CT**, herein called the Owner, acting by and through the Town Selectmen, is soliciting bids from qualified bidders for the **Painting Project**.

The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

1. The only parties interested in this BID as Principals are named herein;
2. This BID is made without collusion with any other person, firm or corporation;
3. No officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
4. He has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and knows and understands the terms and provisions thereof;

He agrees that, if this BID is accepted, he will contract with the Owner, as provided in the copy of the Contract Documents and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements as therein set forth, and that he will take a lump sum payment upon completion of the job.

The Bidder agrees to furnish and install the work in accordance with the Details approval for the fee of:

The **TOTAL BID**, in words, is:

Dollars and

Cents

\$

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be

done under the Contract within the time stipulated in the AGREEMENT.

This BID includes the following Addenda. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Price.

(SEAL) _____ L.S.
(Name of Bidder)

By: _____
(Signature and title of authorized representative)

(Business Address)

(City and State)

(Date)

(F.E.I.N.)

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ a partnership – an individual (Bidder must add and delete as necessary to make this sentence read correctly).

TOWN OF STERLING CONTRACT AGREEMENT

This Agreement is made this ____ day of _____, 2024 by and between the TOWN OF STERLING, CONNECTICUT, hereinafter referred to as the "Town" and _____, hereinafter referred to as the "Contractor".

1. Should anything be omitted from these specifications necessary to the proper execution of the work described herein, it shall be duty of the Contractor to so notify the First Selectman, in writing, before signing the contract. In the event the Contractor fails to give such notice, the Contractor shall make good any damage or defect in his work caused by his neglect to do so, without extra charge.
2. The Contractor shall bear all loss or damage from accidents, which may occur to any person or persons during the progress of the work, until completion of all work on the premises. The Contractor shall provide all legal and necessary guards, barriers, railings, warning signs, guards, flaggers, etc., during the progress of work. The Contractor shall execute the work as per the specifications to the approval of the Town.
3. The Contractor shall examine the existing site. No allowance will be made for lack of knowledge of all conditions.
4. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, power, tools, equipment, scaffolding, transportation, and all other facilities necessary to the execution and completion of the work. The Contractor shall not employ any unfit person on the premises nor anyone unskilled in the work assigned to him.
5. The Contractor shall assume all risks and bear all losses occasioned by neglect or accident during the progress of the work, until the same shall be completed and accepted by the Town. The Contractor shall provide insurance covering the entire work in accordance with any worker's compensation laws which may be in force at present or put into effect before the completion of the contract. The Contractor shall obtain certificates of Comprehensive/ General Liability Insurance minimum limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate and Property Damage with limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate naming the Town as insured party. The Contractor shall furnish the Town with a proper Certificate of Insurance of the Compensation/Liability insurance policies herein specified within ten (10) calendar days of receipt of Notice of Award. The Contractor shall not commence under this contract until all the insurance required under this contract has been obtained and approved by the Town.
6. For all services requiring transportation, evidence that vehicles are properly registered, inspected and insured must be provided to the TOWN within ten (10) calendar days of receipt of Notice of Award.
7. **RELEASE OF LIEN:** The Contractor agrees to satisfy any lien or encumbrance which, because of any act or default of the Contractor is filed against the premises and to indemnify and save the Town harmless against all resulting loss and expenses, including attorney's fees. The Contractor further agrees that so much of the monies due under this contract as may be considered necessary by the

Town may be retained by the Town until all such suits, claims for damage or expenses as aforesaid shall have been settled and paid.

8. If the progress of the work is delayed by an act of God, or by changes ordered in the work, lockouts, fire, unusual delay in transportation, unavoidable accidents, or by any causes beyond the Contractor's control; or by delay authorized by the Town, then time of completion may be reasonably extended as may be agreed upon by the Town and Contractor.
9. The Town shall have the right during the progress of work, to make any alterations, additions, omissions. The same shall be carried into effect by the Contractor without violating or vitiating the contract, but if special changes are made, the value of the same must be agreed upon, in writing, by the Town and Contractor. No omission will be allowed, or extra work paid for unless ordered in writing by the Town.
10. Should the Contractor be adjudged bankrupt, or should they make a general assignment for the benefit of his creditors, or should a receiver be appointed, on account of his insolvency, or should they refuse, or fail to perform the work described in the specifications, prior to completion date, except where provision is made for extension of time, or should the Contractor fail to make prompt payment to sub contractors, or pay for materials or labor, or otherwise be guilty of substantial violation of any provision of the contract, the Town may, without prejudice to any other right or remedy, and after having given seven days' written notice, terminate the employment of the contractor, and take possession of the premises, materials, tools, and appliances thereof and finish the work by whatever method they may deem necessary. The Contractor in such case shall not be entitled to receive future payment until the work is finished. Should the unpaid balance of the contract price exceed the expense of finishing the work, including compensation for additional administrative services, such excess shall be paid to the Contractor. Should the expense exceed the unpaid balance, the Contractor shall pay the difference to the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2024.

TOWN OF STERLING, CONNECTICUT

BY: _____
Lincoln Cooper, First Selectman

Contractor: _____

U8BY: _____

FEIN: _____

SPECIFICATIONS

Gymnasium:

Remove all required mounted items (per Town) and re-mount when the painting is completed

Paint (one color) all walls from top of pads to ceiling.

Paint (one color) all wooden timbers

Paint (one color) all ceiling tiles

Paint (one color) all required door jams

Front Foyer:

Paint (one color) all walls

Cover on box, small heat box and exit sign remain and are not to be painted

Paint conduit and inside door

Playroom:

Paint (one color) all walls and heater

Remove and replace baseboard

Brick will remain unpainted

Class Rooms (2):

Paint (two colors) all walls

Window sill will act as divider

Remove and remount all needed equipment

Paint all trim around doors and windows

Bathrooms (2):

Paint above tile

Remove wall mounted medicine cabinets

Fill all holes in sheetrock, tape and paint with the rest of room

Disconnect electricity

Hallway:

Paint (one color) entire hallway/including heater

Remove all bottom moldings and replace with 8 inch black moldings throughout hallway

Repair any existing damage found on walls

Natural wood doors remain unpainted

All door frames will be painted the same color as walls.

Remove all items designated by the Town and replace those items upon completion

All switch plate covers will be removed and replaced with new ones.

Replace all plastic corner covers and replace after painting is complete

MEASUREMENT AND PAYMENT

1.01 **PRICES INCLUDE:**

- A. The prices stated in the Proposal include full compensation for:
1. Furnishing all the labor, equipment and material needed for performing the work contemplated by the Contract.
 2. Obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith.
 3. All expenses incurred by or on account of the suspension, interruption or discontinuance of work.
 4. The cost of the adequate insurance.
 5. All taxes, fees, etc., for which the Contractor may be or become liable arising out of his operations incidental to the Contract.
 6. Fulfilling all obligations assumed by the Contractor under the Contract and its related documents.

1.02 **BID ITEMS:**

- A. Bid Item No. 1 (Lump Sum): The lump sum price stated in the BID shall constitute full compensation for mobilization, demobilization, all labor, equipment, materials and all work required or necessary to satisfactorily complete the specified work in accordance with the contract documents and specifications.

