

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON

CONTRACT #958-06/17/10

FOR THE DEMOLITION OF BUILDINGS AT
1) 120 HIGH STREET a/k/a
8-12 MCLEAN STREET & 10-12 MCLEAN STREET,
AND/OR
2) 55 LAWRENCE STREET,
ROCKVILLE/VERNON, CT

TABLE OF CONTENTS

INVITATION TO BID	IB-1 thru IB-1
STANDARD INSTRUCTIONS TO BIDDERS	I-1 thru I-3
SPECIAL INSTRUCTIONS TO BIDDERS	SI-1 thru SI-1
SPECIFICATIONS	S-1 thru S-3
PROPOSAL	P-1 thru P-4
CONTRACT	C-1 thru C-7

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INVITATION TO BID

Sealed bid proposals will be received at the office of the Town Administrator, Vernon Town Hall (Memorial Building), 14 Park Place, Vernon, Connecticut 06066 until 11:00 AM on June 17, 2010 at which time proposals will be opened and read aloud publicly. Please note that due to the size of the building at 120 High Street, Contractor must produce evidence of current CT Demolition Contractor A license.

There will be a mandatory walk-through of all buildings under this contract on Thursday, June 10, 2010. The walk-through for the two buildings at 120 High Street is scheduled for 10:00 AM and the walk-through at 55 Lawrence Street is scheduled for 11:00 AM.

A certified check or bid bond in the amount of five percent (5%) of the total bid must accompany each proposal. Proposal forms and specifications may be obtained at the office of the Town Administrator from 9:00 AM until 4:30 PM Monday through Wednesday; Thursday 9:00 AM until 7:00 PM and Fridays 9:00 AM until 1:00 PM.

Bid shall be submitted in a sealed envelope, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN**". In addition, the bid envelope shall be clearly marked with the **CONTRACT NUMBER**.

Requests for clarification in regard to the Invitation to Bid must be in writing and may be submitted by fax (860-870-3580) or e-mail to John Ward (jward@vernon-ct.gov) or by fax (860-870-3505) or e-mail to Robert Kleinhans (rkleinhans@vernon-ct.gov) by Friday, June 11, 2010. All questions and answers will be posted on the Town of Vernon website (www.vernon-ct.gov) by 5 pm on Tuesday, June 15, 2010.

The right is reserved to reject any and all bids when such action is deemed to be in the best interest of the Town of Vernon, Connecticut.

John D. Ward
Town Administrator

TOWN OF VERNON

OFFICE OF THE TOWN ADMINISTRATOR
VERNON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions To Bidders".

- 1) The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
- 2) Proposals must be submitted on the enclosed form with any required bid security.
- 3) Bids shall be submitted in sealed envelopes, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN**". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid".
- 4) Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawals of bids, received later than the time and date set for the bid opening, will not be considered.
- 5) All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
- 6) The bidder shall insert the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**

- 7) In accordance with the provisions of Section 12-412(a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
- 8) Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
- 9) The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
- 10) The Town will not accept any additional charges for freight or shipping.
- 11) The successful bidder must carry Workers' Compensation Insurance, a minimum of \$2,000,000/\$2,000,000/\$2,000,000 Bodily Injury Liability Insurance, a minimum of \$2,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$2,000,000 Single Limit, or comparable coverage's.
- 12) All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure.

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids.

The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

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SPECIAL INSTRUCTIONS TO BIDDERS

- 1) Read all specifications carefully.
- 2) Information or questions concerning this contract should be directed to Robert J. Kleinhans, Director of Public Works, 375 Hartford Turnpike (Route 30), Vernon, CT 06066. Telephone (860) 870-3500.
- 3) All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder and Additional Insured.
- 4) Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract.
- 5) Not responsible for defects to electronically-mailed contracts.

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SPECIFICATIONS

DESCRIPTION:

- 1) The work covered by this section consists of the demolition, removal, and disposal of all buildings and building components, miscellaneous items, and trash inside of the buildings not removed by the Town at locations itemized on the bid sheet.
- 2) All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall become the property of the Contractor, and shall be disposed of. Disposal of the demolition debris will be in accordance with all local, State and Federal laws.
- 3) The Town of Vernon is removing these structures due to the unsafe conditions that exist. No building or portion of a building shall be removed intact for any use or purpose.

GENERAL REQUIREMENTS:

- 1) Contractor shall provide notice to abutters prior to start of work. It will be responsibility of the contractor to establish the condition of the abutter's property prior to the start of work. Contractor shall use caution as to maintain the integrity of the adjoining properties and structures during the demolition process. Any damage sustained to the adjoining properties as a direct result of the demolition shall be repaired by the Contractor at the Contractor's expense.

- 2) If Contractor encounters any underground storage tanks on any of the properties during execution of the contract, they will immediately notify the appropriate Town departments.
- 3) Contractor will be solely responsible to identify all hazardous materials, including, but not limited to, asbestos, mercury, PCBs, and lead based paint in the buildings. All hazardous materials shall be removed and disposed of, as applicable, to comply with all Federal, State, and local regulations.
- 4) **The Town of Vernon has not completed an asbestos/environmental survey on the properties. Include in your bid the cost of the asbestos/environmental survey. The selected demolition contractor will provide the Town with a completed survey prior to start of work itemizing the cost of abatement which will be considered an extra. The Town reserves the right to bid any such abatement work separately if the cost provided by the Contractor is not acceptable to The Town of Vernon.**
- 5) The Contractor shall be responsible for conforming to all applicable safety codes pertaining to the work, for the securing of all permits, and calling Call-Before-You-Dig to mark out all utilities that may be required and the payment of all fees in connection therewith. Any street closures will be coordinated with the Vernon police Department and follow their regulations and requirements.
- 6) Contractor shall provide and maintain a protective barrier surrounding the entire construction area during the demolition process.
- 7) Contractor will cap each encountered sanitary sewer service and storm sewer service in accordance with all local and state laws and/or as required by the Vernon Water Pollution Control Authority. Contractor will mark terminal end of all encountered underground utility services including but not limited to water and natural gas, if present.
- 8) All buildings or obstructions indicated in the contract shall be completely demolished and cleared from the properties. All porches, roofed areas, and other appurtenances which are attached to the buildings will be considered a part of the building and shall be demolished and removed with the buildings.

- 9) Any fencing or other obstruction which are entirely clear of the right of way shall not be disturbed unless otherwise indicated in the specifications. Open burning of debris or other combustibles is prohibited. The Contractor shall provide for dust, litter, and traffic control, as needed.
- 10) At completion of demolition work, remove from site all debris, tools, scaffolds, apparatus, and appliances used in connection with work. Leave site in clean condition, with no evidence of materials of existing buildings. Disturbed areas of the site from demolition activities will be graded and seeded to prevent ongoing erosion.
- 11) Any change in the scope of the project will be made in writing to the Town's representative and no additional work will be completed without the prior written approval of the Town.
- 12) Awards may be made independently on Items 1 and 2 on the bid sheet.

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TO: Town of Vernon
14 Park Place
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;

B. He has read the information contained herein relating to the work;

C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated

by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

BID PROPOSAL

The undersigned representative of _____ hereby submits the following bid proposal on the equipment and/or work as specified:

1) Demolition of two buildings located at 120 High Street a/k/a 8-12 McLean Street and 10-12 McLean Street, in the Rockville section of the Town of Vernon, Connecticut. These buildings are not owned by the Town of Vernon. They have been fire damaged and are being removed under a demolition order. Demolition will not include removal of the foundations and any detached appurtenant structures. Price to include environmental survey per specifications.

_____ DOLLARS \$ _____

2) Demolition of building located at 55 Lawrence Street. This property has been taken by the Town of Vernon in a foreclosure action. The foundation will be removed by the successful bidder. The Department of Public Works will fill, grade and seed. Price to include environmental survey per specifications and installation of silt fence for erosion control on areas impacting wetlands.

_____ DOLLARS \$ _____

3) DEMOLITION SHALL BE COMPLETED 30 CALENDAR DAYS FROM CONTRACT AWARD. EXTENSION SUBJECT TO WRITTEN APPROVAL BY DIRECTOR OF PUBLIC WORKS.

4) BID BOND ATTACHED: YES_____ NO_____

5) Bidder shall submit the name, address, responsible party and phone number of four or more municipalities where comparable work was completed. If none, state so.

1)_____

2)_____

3)_____

4)_____

6) The undersigned declares that the signer of this proposal is:

(a) INDIVIDUAL doing business as

(b) PARTNERSHIP doing business as

(c) CORPORATION entitled

organized under the laws of the State of _____ and having its principal offices at _____

The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

Signature of Authorized Representative

Print Name and Title

Print Firm Name

Print Street Address

Print City, State and Zip Code

Contact Name

Area Code and Telephone Number

Area Code and Telecopier (Fax) Number

I, _____, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

Date

Signature

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CONTRACT

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and Associated Building Wreckers, Inc. (being the party named in the attached copy of the proposal) hereinafter designated the "Contractor".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

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all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator of the Town, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the

"Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) **CONTRACTOR RESPONSIBLE FOR WHOLE WORK.** The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

(2) **DEFECTS IN MATERIAL.** In the case the nature of the defect(s) is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

(3) **PARTIAL PAYMENT NOT ACCEPTANCE.** It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

D. (1) **COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

(2) **EXTENSION OF TIME.** If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) **TIME LIMITS.** All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) CONTRACTOR'S DUTIES AND LIABILITIES. The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

(2) CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be as provided by Connecticut law and custom.

c. See specifications for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgment in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Administrator.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take appropriate measures, in the judgment of the Administrator, to insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

G. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

(3) NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

H. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

I. AUTHORITY AND DUTIES OF INSPECTOR. An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the

work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

J. FAIR EMPLOYMENT PRACTICES. The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition or privilege of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices".

K. LAWS AND JURISDICTION. The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

L. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorney's fees and costs arising from a claim of violation of said Act.

M. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

O. ANTI-TRUST PROVISIONS. The Contractor or Subcontractor offers and agrees to assign to the Town 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. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgement by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

_____ day of _____, 2010.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____
John D. Ward
Town Administrator

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

_____ day of _____, 2010.

Signed in the presence of:

By: _____
Name:
Title: