Redding Board of Education Redding, Connecticut

# **REQUEST FOR PROPOSALS**

# ТО

# Construction of Interior Walls in the Kindergarten Wing of Redding Elementary School

**BID # 23-02** 

May 10, 2023

#### **REDDING BOARD OF EDUCATION**

### **INSTRUCTIONS TO BIDDERS**

### 1. <u>INTRODUCTION</u>

The Redding Board of Education (the **"BOE"**) is inviting qualified construction firms to submit bids for the demolition and construction of interior walls in the kindergarten wing of the Redding Elementary School, located at 33 Lonetown Road, Redding, Connecticut (the "Project"). This RFP will outline the scope of the design.

### Background

Redding Elementary School was built in 1948 with major additions in 1957 and 1972. The original 1948 section of the building is three stories; the 1957 addition is one story, and the 1972 addition is two stories. The school houses n=479 students in grades preschool through fourth grade and is 120,675 square feet. Overall the building is in satisfactory condition.

The kindergarten wing in the Redding Elementary School consists of six classrooms that are accessible through one hallway. The hallway is approximately 100 feet in length. The six classrooms are divided by temporary classroom walls. We wish to remove these temporary classroom walls and replace them with gypsum walls. In addition, the project calls for the replacement of the temporary wall along the main hallway that separates the hallway from the entrance into each classroom. These gypsum walls, along with classroom doors and windows, should be installed according to industry standards and building drawings found in schedule G of this document.

The project is targeted during this summer when school is in recess (approximately June 15, 2023 to August 21, 2023).

### Notice

The Project is described in more detail in Section 2. These *Instructions*, together with the *Schedules* hereto, are part of the *Bidding Documents*.

This opportunity has been publicly advertised through the Invitation to Bid. The Project will be awarded to the bidder, determined and selected by the BOE in the manner described in Section 7 of these Instructions.

The BOE reserves the right to amend or withdraw this Invitation to Bid and these Instructions to Bidders for any reason (including, but not limited to, the failure of the BOE to approve the Project by vote at referendum or the lack of funding for the Project), to accept or reject any or all proposals, and to waive any informalities or non-material deficiencies in any proposal. In the event that the Project is defeated at referendum, unless otherwise instructed by the District, the Request for Proposals shall be deemed withdrawn and canceled in its entirety. Any bid may be withdrawn prior to the scheduled time for bid opening. Any bid received after the time and date specified shall not be considered.

### 2. <u>SCOPE OF WORK</u>

We would like the successful construction company to 'demo' the existing temporary walls that divide the kindergarten classrooms; replace the temporary walls with gypsum walls; install a hallway wall that

separates the classrooms from the hallway; and, install classroom doors and windows according to industry standards. The windows will provide outside light through the classrooms and into the kindergarten hallway according to the Drawings for Interior Renovations at RES contained in Schedule G. The work is further defined in this section under two categories: demolition and construction. The reader should review these details and refer to the drawings in section G that describe interior elevations, floor plans, and construction details.

### Demolition

2.01 The contractor shall be responsible for all demolition and removal necessary to complete the work. The contractor shall also be responsible for the removal and proper disposal, including all costs for carrying and dumping, of all material demolished from the project. The contractor shall provide the owner with first rights to all materials, including doors, hardware, windows, plumbing fixtures, etc., before removing from site.

2.02 The contractor shall be responsible to patch and repair all remaining areas and surfaces as noted and/or shown. This includes all work necessary to ready surfaces for new finish (n.i.c.) to follow in the construction phase. Match all adjacent materials where patching occurs.

2.03 Any and all plumbing fixtures/accessories shown dashed are to be removed and discarded, unless otherwise noted. Any related piping which is being abandoned shall be removed and capped to nearest termination point. All related work required in adjacent walls, floors below, floors above or on the affected floor itself shall be patched and prepped for new finish.

2.04 All walls shown dashed are to be removed and discarded, unless otherwise noted. Any wall or surface being worked on shall be patched and repaired with a complete finish to the nearest corner, change of plane or other juncture which allows for a smooth and clean transition from the newly finished surface to the surrounding existing surfaces (the intent is to avoid the appearance of a patched condition).

2.05 It is not the intent to show every piece or item to be removed in demolition work. Mechanical, electrical and or other work related to a wall or area scheduled for demolition and removal shall be performed whether so noted or not.

2.06 When walls, columns, roof construction, or other supporting and / or bracing elements are scheduled for demolition, temporary structural supports and bracing for the adjacent construction shall be provided and maintained until the permanent structures are in place and able to support the imposed loads.

2.07 Preserve and protect all floors, walls, and ceiling finishes to remain where possible in areas of demolition. Patch to match as required.

2.08 Repair all remaining walls, ceilings and floor surfaces where demolition occurs. This includes mep and other necessary work in ceilings and walls at floor below.

2.09 All equipment or furniture shown dashed is to be removed and stockpiled for owner reuse or storage. See proposed plans and verify with the owner for any last minute changes.

### Construction

2.10 All walls are type A3-0 unless otherwise noted. Partition types continue around corners unless indicated otherwise

2.11 Where two denoted wall types coincide, the most stringent of both wall construction definitions applies to that wall (ie. fire code gypsum, batt insulation). Where a rated construction begins/terminates at an existing column enclosure or new furred, non-rated enclosure, the higher rating must be provided. The intent is to provide a complete envelope of intended design ratings.

2.12 Provide solid wood blocking for all indicated wall hung equipment.

2.13 Fire safe all penetrations in rated wall assemblies. See typical rated wall penetration detail.

2.14 Align face of new finish with face of existing finish at all gypsum board infill construction unless otherwise noted.

2.15 Verify location of all access panels with mep equipment.

2.16 All dimensions shall be field verified by the contractor and any discrepancies shall be promptly reported to the architect and administration.

2.17 Fire rated partitions indicated on the floor plans are components of continuous rated assemblies consisting of walls, floor, doors, interior borrowed lights, mechanical penetrations and ceilings. Refer to plans and specifications for methods or achieving the necessary ratings. Where the specific method of achieving the rating is not indicated, obtain clarification from the architect prior to bidding.

2.18 Patch, repair, and refinish all surfaces exposed by demolition work or cutting to align with existing surfaces scheduled to remain or new finishes specified.

2.19 All existing finishes remaining in place (i.e. carpet, vct, ceilings, etc.) shall be cleaned utilizing effective cleaning methods which will produce the most desirable results possible.

2.20 Where doors in metal stud partitions are not specifically located on the plans with dimension strings, provide a minimum hinge side jamb dimension of 6". Where doors appear to be centered within partitions, locate the door in the center of the partition.

2.21 Caulk all joints or cracks which occur where dissimilar materials intersect perpendicular to each other and the intersection is exposed to view unless indicated otherwise on the drawings.

### 3. <u>SCHEDULE</u>

3.01 Notice to be provided via email to: jmckinnon@er9.org by May 19, 2023 if you wish to attend the pre-bid tour scheduled for May 22, 2023

3.02 Pre-bid tours will be held on May 22. The site tour at Redding Elementary School will occur at 4pm (33 Lonetown Road, Redding, CT).

3.03 All Requests for Information must be received no later than **5:00 P.M. on May 26, 2023** to <u>jmckinnon@er9.org</u>. Requests for Information and the BOE's responses thereto will be posted on May 30, 2023.

3.04 The BOE will accept bids until **5:00 P.M. on June 2, 2023** (the **"Bid Deadline"**) at which time the BOE will open the bids publically.

3.05 Following the receipt and evaluation<sup>1</sup> of the responses, the BOE will award the bid on June 6, 2023, at their regularly scheduled Board meeting.

3.06 Following the award of the bid, the administration will meet with the successful bidder to coordinate the work.

### 4. <u>CONTENTS OF BIDS</u>

- 4.01 Bids must include the following:
  - Bidders should submit two (2) original fully executed versions of the Bid Form attached hereto as <u>Schedule A</u>.
  - Each of the items listed on <u>Schedule B</u>.
  - A list of the names and addresses of proposed subcontractors that will perform any part of the work for the Project on behalf of the Bidder. The BOE reserves the right to reject any or all proposed subcontractors. In the event the BOE so rejects any or all subcontractors proposed by a Bidder, such Bidder may, notwithstanding anything to the contrary in these Instructions, withdraw its Bid without penalty. The BOE hereby reserves the right to allow a Bidder whose subcontractors are rejected hereunder, to re-submit a Bid with subcontractors acceptable to the BOE.
- 4.02 Please note the Selection Process described in Section 7 of these Instructions.

4.03 The BOE is tax exempt. The sales or use tax on materials or supplies exempted by regulations of the Connecticut Department of Revenue Services shall not be included as part of a Bid or Contract Sum.

### 5. <u>ADDENDA/INTERPRETATIONS/SUBSTITUTIONS</u>

- 5.01 Interpretations
  - Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to jmckinnon@er9.org
- 5.02 Substitutions
  - The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

<sup>&</sup>lt;sup>1</sup> Section 7, page 4.

- Requests for substitutions shall be made to the BOE and shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder.
- 5.03 Addenda
  - Interpretations, corrections and changes of the Bid Documents, and substitutions, made in any manner other than an Addendum will not be binding, and Bidders shall not rely upon them.
  - Addenda will be posted on the following website <u>www.er9.org</u>

### 6. <u>DELIVERY OF BIDS</u>

6.01 Bids must be delivered in sealed envelopes clearly marked with the **name and address of the Bidder** and the words **"Construction of interior walls in the kindergarten wing of Redding Elementary School, Bid # 23-2, Bid Opening 5:00 P.M. June 2, 2023"** to the Central Office at 654 Morehouse Road, Easton CT by the Bid Deadline.

6.02 Bids must contain the items described in Section 4 of these Instructions.

### 7. <u>SELECTION PROCESS</u>

7.01 Bids will be opened publicly on June 2, 2023, at 5:00 P.M. No Bidder may withdraw a Bid within 30 days after the actual date that the bids are opened.

7.02 The BOE will be responsible for evaluating the bids and for the selection of the Contract awardee. The evaluation criteria shall include (i) the quality of the Bidder's references, (ii) the quality of the services offered, (iii) the conformity of the services offered with the specifications, and (iv) the suitability of the services offered with the requirements of the school system, and (v) the delivery terms. The BOE will award the Contract to the bidder the BOE believes to offer the best combination of price and quality. The BOE is not required to award the Contract to the lowest bidder and this section process may result in the award of the Contract to other than the lowest bidder.

7.03 Any Bid not including the attendant submissions required hereunder shall be considered unresponsive and may be rejected by the BOE.

7.04 The BOE also reserves the right to negotiate further with one or more of the bidders as to any features of their Bids and to accept modifications and clarifications of the Bid when such action will be in the best interests of the BOE.

7.05 This work can only be completed while school is in recess. Therefore, the bidder should state/demonstrate their availability to complete the work between June 15, 2023 and August 21, 2023. The BOE will consider a bid based on the commitment to this time frame.

7.06 Bidders whose Bids are deemed unacceptable will be notified promptly.

### 8. <u>THE CONTRACT</u>

- 8.01 The BOE plans to use a contract that is mutually acceptable to the Contractor and the BOE
- 8.02 Please refer to <u>Schedule C</u> for the insurance requirements.

### 9. **INSURANCE REQUIREMENTS**

9.01 The insurance requirements to be met by the successful Contractor are set forth on Schedule C to this RFP.

### 10. FURTHER INFORMATION

- 10.01 NONDISCRIMINATION
  - The BOE prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws.
  - As part of its Proposal submission each Contractor shall submit the signed Statement of Policy attached hereto as <u>Schedule E</u> confirming the Contractor's equal opportunity policies.

### 10.02 BACKGROUND CHECK REQUIREMENTS AND STUDENT SAFETY

- The successful Contractor will be required to comply with all applicable laws including, without limitation, the requirements set forth on <u>Schedule F</u> hereto.

### **SCHEDULES TO THESE INSTRUCTIONS:**

- Schedule A: Bid Proposal Form
- Schedule B: Submission Requirements/Qualifications
- Schedule C: Insurance
- Schedule D: Invitation to Bid
- **Schedule E:** Equal Opportunity Policies
- Schedule F: Background Checks
- Schedule G: Drawings for Interior Renovations at RES

#### Schedule A

#### **Bid Proposal Form**

### Redding Board of Education Redding, Connecticut

#### Project: Construction of interior walls in the kindergarten wing of Redding Elementary School

The undersigned hereby proposes and agrees to fully perform the work for the Project within the time stated in the Instructions to Bidders and in accordance with the Bid Documents, for the following sums of money:

**Base Bid Items:** All labor, materials, services, and equipment necessary for completion of the work for the Project as described in Bid Documents and the Instructions to Bidders which shall include, without limitation, all other components of the work described in the Bid Documents.

Base Bid in the amount of Dollars

(\$\_\_\_\_\_)

Names of Subcontractors to be utilized on the Project:

The undersigned agrees and warrants that if selected as contract awardee for the Project, undersigned shall, within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the BOE, execute a contract in accordance with the terms of the general bid.

Under penalty of perjury, the undersigned declares that no person or persons other than members of Bidder's own organization are interested in the Project or in the Contract proposed to be awarded; that the submission is made without any connection with any other person or persons making a proposal for the same services and is in all respects fair and without collusion or fraud; that no persons acting for or employed by the BOE is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the BOE.

Receipt of Addenda Acknowledged:

		Signature
Addendum No. 1 dated	, 2023	-
Addendum No. 2 dated	, 2023	
Addendum No. 3 dated	, 2023	

### If BIDDER is:

An Individual		
By	(L. 1	(SEAL)
	(Individual's Name)	
doing business as		
Business address:		
Phone No.:		
A Partnership		
By		(SEAL)
	(Firm Name)	, ,
	(general partner)	
Business address:		
Phone No.:		
A Corporation or Limited Liability	y Company	
By		(SEAL)
	(Corporation or Company Name)	, ,
	(state of organization)	
Ву		(SEAL)
	(name of person authorized to sign)	
	(Title)	
Business address:		
Phone No.:		
Email Address:		

### <u>Schedule B</u>

### Submission Requirements/Qualifications

- 1. The firm background or profile.
- 2. A statement of experience. The firm must show they have the experience, personnel expertise and flexibility to complete the project.
- 3. A description of how this project will be scheduled with the time required for each stage of work.
- 4. The Contractor must provide at least 3 references of similar size and scope; preferences may be given to work performed at school facilities.
- 5. <u>Licenses and Permits</u>. The Contractor certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by Redding and/or any state or federal authority. The successful Contractor shall immediately and in writing notify Redding of the loss or suspension of any such approval, permit or license.

### Schedule C

#### Insurance

### **INSURANCE REQUIREMENTS**

The successful contractor will be required to purchase from and maintain, for the life of the contract, from a company or companies with an A.M/Best rating of A- (VII) or better, such insurance as will protect the Redding BOE from claims set forth below which may arise out of or result from the contractor's obligation under the Contract, whether such obligation is the contractor's or a subcontractor or any person or entity directly or indirectly employed by them.

### Worker's Compensation

Contractor shall purchase statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$200,000.

### **General Liability Insurance**

Contractor shall provide commercial general liability insurance policy with an edition of 1986 or later including products and completed operations. Limits should be at least: Bodily injury and property with an occurrence limit of \$500,000; Personal & advertising injury limit of \$500000 per occurrence; General aggregate limit of \$1,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$1,000,000. Coverage will continue three years after the completion of the work, and an extended reporting period of three years post termination of agreement is required for any policy/coverage written on claims made policy.

The policy shall name the Redding BOE as an additional insured and include ISO Form CG2010 (07/04) and CG 2037 (07/04).

Such coverage will be provided on an occurrence basis, and will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by Redding BOE.

All policies shall contain a waiver of subrogation in favor of the Redding BOE, including worker's compensation.

Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract.

A per project aggregate limit of liability endorsement shall apply for any construction contract.

Deductible and self-insured retention shall be declared and are subject to approval by the Redding BOE.

#### **Commercial Automobile Insurance**

Contractor shall provide commercial automobile insurance for any leased and owned autos (symbol 1 or equivalent) in the amount of \$500,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Redding BOE as an additional insured.

### Umbrella Liability Insurance

Contractor shall provide an umbrella or excess liability policy (without restriction or limitation). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Redding BOE certificates of insurance prior to execution of the agreement by the Redding BOE describing said coverage.

All policies shall be primary and noncontributory. All policies, except workers compensation, require the Redding BOE as additional insureds.

Any contractors/subcontractors engaged by the contractor are subject to these same insurance requirements.

### <u>Schedule D</u>

### PUBLIC NOTICE

### INVITATION TO BID REDDING BOARD OF EDUCATION

The Redding Board of Education ("BOE") is issuing an Invitation to Bid for the **Construction of interior walls in the kindergarten wing of Redding Elementary School**, Redding Connecticut.

Copies of the Bid Documents may be obtained commencing on May 12, 2023 on the following website: <a href="https://www.er9.org">www.er9.org</a>; <a href="https://portal.ct.gov/DAS/CTSource/CTSource">https://portal.ct.gov/DAS/CTSource/CTSource</a>

In the event of a conflict between the Bid Documents and this Notice, the terms of the Bid Documents shall govern.

Addenda will be published on the following website: www.er9.org; https://portal.ct.gov/DAS/CTSource/CTSource

The BOE reserves the right to waive errors in any bids, to reject any and/or all submissions, withdraw this Invitation to Bid and to accept other than the lowest bidder as determined by the BOE to be in the best interest of the BOE.

Bids should be delivered in a sealed envelope clearly marked in the manner described in the Bid Documents. All bids must be received by **5:00 P.M. on** June 2, 2023 at the BOE's address listed in the bid documents. The Bid Documents contain a detailed scope of work and important deadlines and other bidding requirements.

### <u>Schedule E</u>

#### EQUAL OPPORTUNITY

The Redding Board of Education is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

#### STATEMENT OF POLICY

It is the employment policy of [Name of Contractor] that there shall be no discrimination against anyone on the grounds of age, race, color, national origin, ancestry, religion, sex (including transgender status, gender identity or expression, sexual orientation, or civil union status), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws in the hiring, upgrading, demotions, recruitment, termination and selections for training.

Name of Contractor:

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

Name: Title: Address:

Date:

### Schedule F

#### **PROHIBITED ACTIVITIES AND BACKGROUND CHECK REQUIREMENTS**

Contractor shall comply with all applicable law including, without limitation, Connecticut General Statutes Section 10-222c, as applicable, and with the requirements set forth in this Schedule.

#### **Interaction with School Community**

The scope of the Work does not, and will not under any circumstances, require any contact with students or any other minors physically present in the facilities of, or the grounds surrounding, the school where the Project is located (the "School Grounds"). None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall, under any circumstances, converse or interact in any manner, with students or any minors physically present on the School Grounds. None of the Contractor, Subcontractors, Sub-subcontractor, or any of their respective employees, agents or representatives shall interact with any adult members of the school community (including, without limitation, employees, officials, or visitors, including parents of students enrolled in the District's schools) with respect to the Project with the exception of the District's Designated Representative as provided in the Contract. All of the Contractor, Subcontractors, sub-subcontractors, and their respective employees, agents or representatives shall, while on the School Grounds, refrain from use of vulgar language, obscene gestures, or any other behavior inappropriate for a school environment and/or property on which minor children are or may be present.

#### **Background and Employment History Checks**

To the extent permitted by law, the Contractor shall perform (or cause to be performed) as regards all of its employees, agents, and representatives (each, a "Contractor Employee"), and all of the employees, agents, and representatives of Subcontractors and Sub-subcontractors (each, a "Subcontractor Employee"), who will be physically present on the School Grounds in connection with the Project, appropriate background checks on all such Contractor Employees and Subcontractor Employees. Such background checks shall include, at a minimum and without limitation, a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Contractor Employees and Subcontractor Employees who are to be physically present on the School Grounds in connection with the Project and whose current or most recent employment occurred out of state, the out- of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families registry shall be checked. The Contractor shall complete (or cause to be completed) background checks as to each Contractor Employee and Subcontractor Employee prior to such Contractor Employee or Subcontractor Employee being permitted to be physically present on the School Grounds. If the Contractor receives any information indicating that any Contractor Employee or Subcontractor Employee may be registered as a sexual offender, may have a record of abuse or neglect, or is, in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, the Contractor shall immediately forward such information to the District, to the extent permitted by law, and shall immediately remove the individual from the School Grounds and from participation in the Project.

Contractor represents and warrants that, in its best professional judgment, each Contractor Employee and each Subcontractor Employee maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. The Contractor shall immediately remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project if requested to do so by the District (which request shall be made in the District's sole discretion) or if it becomes known to the Contractor that such Contractor Employee or Subcontractor Employee may be a danger to the health, safety or well-being of the school community, its

students, or any minor children. A request by the District to remove any Contractor Employee or Subcontractor Employee from the School Grounds and from the Project shall not constitute a breach of the Contract.

To the extent permitted by law, the Contractor agrees that upon the District's request, Contractor shall promptly provide the District with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks required by this Schedule. Failure by the Contractor to comply with its obligations under this Schedule shall constitute a material breach of the Contract.

## <u>Schedule G</u>

### Link to Drawings: Here

Link to PDF

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 Table 1
 Demolition Plans, Construction Plans, Interior Drawings for RES (Redding Elementary School)

