

NICHOLAS J. DiCORLETO, JR., FINANCE OFFICER
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO PROPOSERS

ON SITE CONSTRUCTION CLERK OF THE WORKS

1. SPECIAL NOTICE TO PROPOSERS:

A. The Proposal Documents comprise the following:

1. Legal Notice/Request For Proposals
2. Instruction to Proposers
3. Form 1 - Acknowledgement Receipt of RFP
4. Specifications - Exhibit A
5. Proposal Form
6. Draft Contract

2. PROPOSAL FORM:

A. All proposals shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. Proposals submitted by all proposers to the Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the words "PROPOSAL DOCUMENTS, "**CLERK OF THE WORKS**", and the name and address of the proposer.

C. All proposers shall include in its submittal the following: **ONE (1) ORIGINAL AND TWO (2) COPIES**, completely executed Proposal Forms and documents. The set shall include: Proposal Form, Bidder's Qualification Statement, any additional information proposer desires to supplement the proposal.

D. The Town of Ellington, Connecticut may consider as informal any proposal which contains any alteration or a departure from the Proposal Form hereto attached.

E. The contract will be based upon and require the completion of the work according to the Specifications hereafter agreed upon as incorporated into the Contract Documents, together with all addenda thereto.

3. TIME FOR RECEIVING PROPOSALS:

A. Proposals will be received by the Finance Officer of the Town of Ellington at the Town Hall, 55 Main Street, Ellington, Connecticut until **2:00 p.m.**, prevailing time, on **March 17, 2014** at which time the proposals will be publicly opened.

B. Proposals received prior to the time established herein for the receipt and opening of same, will be securely kept unopened. The officer whose duty it is to receive and open all proposals will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a proposal not properly addressed and identified.

C. The Town of Ellington will neither accept nor consider any proposal which is received after the time established herein for the opening of same regardless of the cause for delay in the arrival of a proposal. The same will be returned unopened.

D. Telegraphic or faxed proposals will not be considered.

E. Proposers are cautioned to allow ample time for transmittal of proposals by mail or otherwise.

4. WITHDRAWAL OF PROPOSALS BEFORE DATE OF PROPOSAL OPENING:

A. Any proposal may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of proposals. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

A. No oral interpretations will be made to any proposer as to the meaning of the Specifications or Contract Documents. Every request for such an interpretation shall be made in writing by a proposer and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029 by mail or by fax. No inquiry received after March 11, 2014 will be given consideration. Every interpretation made to a proposer will be in the form of an addendum to the specifications. **Said addendum will be sent as promptly as is practicable, to all persons to whom the Proposal Package has been issued. (Please complete the attached Form 1 to assist in this process)** All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

A. These specifications are not to be considered proprietary. They were chosen in order to inform proposers as to the requirements of the Town as to the extent of service required and the time limits within which service must be provided.

The specifications shall be construed as minimum. The Town of Ellington shall be the sole judge as to whether any proposal complies with the specifications. Its decision shall be final and conclusive.

B. Each proposer shall thoroughly examine and be familiar with the Plans, Specifications, the Contract Documents for each of the schools that are available for inspection at the office of the Finance Officer and available on the Town web site. The failure or omission of any proposer to examine any of the Plans, etc., shall in no way relieve said proposer from any obligations with respect to understand and evaluate constructions according to those plans. No proposer shall rely upon any oral representation of any person, town official, or employee concerning the duties of the Clerk.

7. AWARD OF CONTRACT:

A. The contract will be awarded to the lowest responsible and qualified proposer expected to best provide for the needs of the Town provided that his proposal is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of proposals.

B. The successful proposer will be required to execute a contract with the Town of Ellington within fourteen (14) days following the Notice of Award in form substantially as attached. At that time he must provide evidence of liability insurance with minimum limits of \$1,000,000 and evidence that he has health and accident insurance to insure injuries to himself adequate to protect himself in lieu of Workers's Compensation.

RETURN THIS FORM IMMEDIATELY !

**Acknowledgement : Receipt of RFP for
ON SITE CONSTRUCTION CLERK OF THE WORKS**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit Proposal.

Date Issued:

Date documents received _____

Do you plan to submit a response Yes No

Print or type the following information:

Company Name: _____

Address: _____

Town _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

**Note: Faxed acknowledgements are requested!
Fax (860) 870-3158
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX PROPOSALS.
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGE(S)**

TOWN OF ELLINGTON
PROPOSAL FORM

PROJECT: ON SITE CONSTRUCTION CLERK OF THE WORKS

1. The undersigned, having familiarized himself with all plans, specifications, and any addenda, hereby proposes to furnish all labor required for furnishing ON SITE CONSTRUCTION CLERK OF THE WORKS complying in all respects with the Specifications.

2. The undersigned agrees that, if within ninety (90) days after the opening of the proposals, notice of the acceptance of his proposal shall be delivered to him at the business address given below, it will within fourteen (14) days thereafter, execute a contract for the work and provide evidence of the required insurance.

3. In submitting this proposal, it is understood that the Town of Ellington reserves the right to reject any or all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the proposal, and the Town need not necessarily award the contract to the lowest proposer if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another proposal; and it is agreed that this proposal may not be withdrawn for a period of ninety (90) days from the date of opening proposals.

4. Attached hereto are the following:

4.1 Proposer's Qualification Statement (a statement generated by Proposer stating your experience and ability to perform if you are a successful proposer).

4.2 A copy of this **Proposal** Form fully executed in ink with its service and financial proposal and identification of proposer.

4.3 Proposer understands that if awarded the contract, he must provide liability insurance with limits of \$1,000,000, his own health and accident insurance and that he will not be entitled to any employee benefits from the Town of Ellington.

5. This Proposal is dated as at March 17, 2014.

6. Proposal must be made in the name of the individual who will fulfill the work of the Clerk of the Works. If the individual intends to work under a limited liability company name, that will be acceptable and can be arranged with town counsel if the contract is awarded.

NAME OF PROPOSER: _____

Signature of Proposer

Address of Proposer

City, State and Zip Code

Telephone Number

Facsimile Number

E-Mail Address

END OF BID FORM

Exhibit A On-Site Construction Clerk of the Works

Duties:

1. The Clerk shall act as the onsite eyes and ears of the Permanent Building Committee (PBC) to ensure that work is carried out to the Town's standards, specifications and schedule. The Contractor will be on site during construction a sufficient amount of time or numbers of hours to witness all phases of construction. The Clerk will observe progress and quality of work to determine that it is proceeding properly.
2. The Clerk will confirm correct materials and workmanship during the progress of the work.
3. At any time the Clerk does not believe the construction contractor is not providing the specified material or not performing the work in accordance with the plans and specification or is not performing the work in a workmanlike manner or in accordance with acceptable industry standards, he shall immediately notify the Owner's Representative who shall address the issue.
4. The Clerk will keep detailed written daily records of various aspects of the work. Including but not limited to: activities, nature and location of work, weather conditions, visitors, inspections and any apparent materials or work not in conformance with construction documents.
5. The Clerk will maintain construction records on site in an orderly manner. Including but not limited to: correspondence, contract documents, change orders, shop drawings, product data, supplementary drawings and project directory and personnel.
6. The Clerk will maintain a complete listing of all registered construction personnel approved to be on site at any time. He will insure that the construction contractor has permitted only approved authorized personnel on site.
7. The Clerk shall not:
 - A. Authorize deviations from contract documents.
 - B. Assume any responsibilities of the Construction Contractor or Sub-Contractors
 - C. Advise on, or issue directions concerning means, methods, techniques, sequences or procedure or safety precaution and programs in connection with the work.

D. Reject work or require testing or special inspection except as authorized by the Town.

C. Order the Construction Contractors to stop work or any portion of the work except pursuant to para.10

8. The Clerk will assist the Town in periodical and final inspections.

9. The Clerk will attend Job Site Meetings and other meetings upon request.

10. The Clerk will be the communicator with the principal of each school. He will keep the principal informed as to the area and type of work by the contractor any time the work is to be performed during the time school is in session or the school is in use for a related program. He will coordinate any scheduling issue between the construction superintendent and the school principal whenever there may be a conflict or an accommodation may be required so that it is unnecessary for any direct contact between the superintendent and principal unless the Clerk finds it necessary on a specific issue all in accordance with the construction documents.

Term of Agreement: This Agreement shall commence upon execution of the Agreement and continue in full force and effect through _____ or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may be only extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

Compensation: As full compensation for services rendered pursuant to the Agreement, the Town shall pay the Clerk at the hourly rate of _____ per hour, with total payment not to exceed _____ per week without prior written approval by the authorized representative of the Town. Any day that services are required shall be paid a minimum of two (2) hours. Such compensation shall be payable within 15 days of receipt of Clerk's weekly invoice for services rendered supported by reasonable documentation.

On-Site Construction Clerk of the Works Independent Contractor Agreement

This agreement is entered into of the _____ day of _____, 2014, between the Town of Ellington, CT (“the Town”) and _____ (“the Clerk”)

1. **The Project.** The Town has undertaken certain renovations and additions to the Crystal Lake School and the Windermere School in the Town of Ellington, CT.
2. **Duties, Term, and Compensation.** The Clerk’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent services to be rendered by the Clerk and agreed to by the Town and the Clerk, and which collectively are hereby incorporated by reference.
3. **Expenses.** During the term of this Agreement, the Clerk shall bill and the Town shall reimburse him for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the forgoing, expenses for time spend by Clerk in traveling to and from Town facilities and the Clerk’s office expenses shall not be reimbursable.
4. **Written Reports.** The Town may request that progress reports be provided on a weekly bases. The resulting reports shall be in such form and setting forth such information and data as is reasonably requested by the Town.
5. **Insurance.** The Clerk will carry liability insurance relative to any service and vehicles used during his performance for the Town. The Clerk will provide evidence of that insurance to the Town.
6. **Termination.** This agreement may be terminated by either party upon (14) day’s written notice.
7. **Independent Contractor.** In accepting this contract, Clerk represents that he is experienced, skilled and knowledgeable in major construction work and specially qualified to perform the services defined by virtue of his education, training and experience. The Clerk will determine the amount of time required and will have sole responsibility to define the methods he will use to observe and inspect each phase of the construction process; that neither the Permanent Building Committee (PBC), the architect nor the Owner's Representative nor town personnel have given him direction as to the methods he is to use but only set forth the results he is to provide. Clerk is

an independent contractor and not an employee of the Town of Ellington. Clerk acknowledges that he will not be entitled to any employee benefits, medical insurance, paid sick time, paid vacation time, retirement benefits nor participation in any town 457 or similar plan. His compensation will be a fee for service reported to taxing authorities on a Form 1099 with no deductions for FICA, tax withholding or other benefit. All tax reporting is the responsibility of the Clerk.

Town of Ellington

On-Site Construction Clerk to the Works

By: _____
Peter Welti, Chairman PBC

By: _____

By: _____
Maurice Blanchette, First Selectman