

## B. INFORMATION FOR BIDDERS

**GENERAL DESCRIPTION OF THE PROJECT:** The Contractor shall supply all necessary equipment, operators, labor, tools, asphalt emulsion, polymer modifier, crushed mineral aggregate, mineral filler, water, optional additives and other services excluding those specifically stated to perform a micro-surfacing system treatment of approximately 51,449 square yards. The City of Torrington will perform pre- and post-sweeping of roads and traffic control.

**AREA OF WORK:** The location of the work is within Torrington, CT. Refer to the complete list of roads in the Technical Specifications found elsewhere in the Contract Documents.

**FORM OF BID:** Each proposal shall be upon the BID FORM included herewith; no other form of bid shall be acceptable. Each bid item shall be stated in words and figures. In the event of any discrepancies between written words and figures in connection with any bid item, the words shall prevail. In executing the bid form, the bidder certifies that he has inspected the site of the work and that he is thoroughly familiar with the field conditions and the Contract Documents.

**QUALIFICATION OF BIDDERS:** All contractors submitting a bid shall include a completed and notarized Contractors Qualification Statement Form. A blank form is included at the end of the Bid Proposal pages. The City reserves the right to disqualify a contractor for reasons including, but not limited to any of the following:

- (1) For having defaulted on a previous contract.
- (2) For having failed, without acceptable justification, to complete a contract within the contract period.
- (3) For having failed to prosecute work in accordance with contract requirements.
- (4) For having performed contract work in an unsatisfactory manner.
- (5) For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence.
- (6) For having filed a sworn statement with the City which, in the judgement of the City, indicates that the Contractor does not have the required experience in the class of work that he bid on, does not have the proper labor and equipment to prosecute the work within the time allowed, or does not have sufficient capital and liquid assets to finance the work.

**AWARD OF CONTRACT:** The City of Torrington reserves the right to reject any and all bids, or to waive any informality in the bids received and to consider factors other than price, including, but not limited to, the responsiveness, experience and financial condition of the bidder and the quality of the materials proposed to be furnished. The City reserves the right to award the Contract to a bidder other than the lowest bid, and to award the contract as it feels will best serve the public interest. Upon determination of the successful bidder, the City shall submit a Notice of Award to the Contractor.

**BONDS AND INSURANCE:** The successful bidder agrees to furnish a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract Price. All bonds shall be executed by the bidder as Principal and by a surety company qualified to do business under the laws of the State of Connecticut. The premiums for such bonds and insurance shall be paid by the Contractor. All insurers must have an **AM Best Rating of A-VII** or better.

**REPLIES:** Replies whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened, such bids are public record.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**TIME LIMITS AND SCHEDULING:**

- Execution of Agreement - within 7 days of Notice of Award, unless otherwise notified by the City.
- Notice to Proceed - at the City's discretion but generally within 30 days of the execution of the agreement unless otherwise agreed by both the City and Contractor and stated in the agreement. The first contract day shall be the day the Notice to Proceed was dated by the City.
- Start Work - within 14 calendar days of written Notice to Proceed.
- Contract Completion - within time limit as established by the Information for Bidders, "Time Limit of Completion".

Within one week after the Contractor has been notified to proceed with the work, he shall be required to present a detailed schedule to show his approach to meet the time limits for the Contract. After his schedule has been reviewed and approved by the City, he shall make every effort to adhere to this outline of the work.

**TIME LIMIT OF COMPLETION:** All work must be substantially completed within sixty (60) consecutive calendar days after the Notice to Proceed is issued.

**LIQUIDATED DAMAGES:** For each additional day beyond the time specified in the time limit for completion of the project, the Contractor shall be assessed a sum of One Thousand (\$1,000.00) dollars as liquidated damages. Inclement weather conditions shall not be a reason for not completing all work within the specified time.

**QUESTIONS REGARDING DRAWINGS AND DOCUMENTS**

- a) In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. All information given to bidders other than by means of the drawings and contract documents, a Pre-Bid Conference (if required) or by Addenda, as described below, is given informally and shall not be used as the basis of a claim against the City or the

- Engineer.
- b) To receive consideration, such questions shall be submitted at the Pre-Bid Conference (if required) or in writing to the City's representative\* at least seven days before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications, or other data in sufficient detail to enable the City's representative\* to determine the equality or suitability of the product or method. In general, the City's representative\* will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work.

\*For this purpose:       **City Engineer**  
                                  **140 Main Street**  
                                  **Torrington, Connecticut 06790**  
                                  **860/489-2234**  
                                  **Fax: 860/489-2550**

- c) The City's representative\* will arrange an Addenda which shall become a part of the contract, all questions received as above provided and his decision regarding each. At least five (5) days prior to the receipt of bids, he will send a copy of these Addenda to each of the prospective bidders who have taken out the drawings and contract documents.
- d) The Contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.
- e) Non-receipt of said Addenda shall not excuse compliance with said Addenda. It is the responsibility of each Contractor to determine whether any addenda have been issued and, if so, whether he/she has received a copy of each.

No alleged "Verbal Interpretation" shall be held valid. All addenda issued during the bidding period shall supersede previous information.

### **BIDDERS TO INVESTIGATE**

Bidders are required to submit their Proposals upon the following express conditions which shall apply to and become part of every bid received, via:

*Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may wish as to the actual conditions and requirements of the work.*

### **INFORMATION NOT GUARANTEED**

- a) All information given on the drawings or in the contract documents relating to test pits, subsurface conditions and existing pipes and other structures is from the best sources at present available to the City. All such information and the drawings of existing construction are furnished only for the information and convenience of bidders.
- b) It is agreed and understood that the City does not warrant or guarantee that the materials, pipes or other structures encountered during construction will be the same as those indicated by the logs of test pits or by the information given on the drawings or in the contract documents. The bidder must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done.
- c) It further is agreed and understood that the bidder or the contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the City or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual material or structures encountered during the construction work, except as may otherwise be provided for in the contract documents.

### **ITEMS, INDETERMINATE ITEMS AND COMPARISON OF BIDS**

- a) The City promises to examine and consider thoroughly each Proposal submitted provided that the bidder, in return, promises, as set forth in the Proposal, that he will not withdraw his proposal while it is being considered and will execute the Contract Agreement and furnish the required Bonds and insurance certificates if his proposal is accepted.
- b) Bids will be compared on the basis of the quantities and unit or lump sum prices stated in the Proposal.
- c) In the event that there is a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

### **QUANTITIES**

- a) The quantities of items specified are approximate only as determined by the project engineer. They are included to provide the bidder with an estimate of materials required to complete the project and to provide a uniform basis for the comparison of bids.
- b) The City of Torrington shall reserve the right to increase or decrease the actual quantities required or delete them entirely, at the time the contract is awarded or at anytime thereafter, without prejudice towards the quoted bid price per unit, if to do so is in the City's best interest.

## **BONDS**

- a) **Surety Guaranty Form** – A “Surety Guaranty Form”, to be provided by a duly authorized Surety Company licensed to do business in the State of Connecticut, shall be submitted with the bid.
- b) **Bid Bond** - The proposal must be accompanied by a Bid Bond which shall not be less than five percent (5%) of the total bid made out in favor of the City of Torrington and issued by a surety company acceptable to the City of Torrington. The Bid Bond shall be prepared on the forms attached to these documents. A Cashier’s Check, in the amount of not less than five percent (5%) of the proposal amount, payable to the City of Torrington will be accepted in lieu of a Bid Bond. Alternate bond forms will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the City in conjunction with this bid. All checks or bid bonds will be returned to the unsuccessful bidders within 10 days after approval of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time that the City determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the City by reason of such failure shall be retained and paid into the City treasury.
- c) **Performance and Labor and Materials Bond** - Simultaneously, with his delivery of the executed contract, the bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor or supplying on this project under the Contract. Surety on such bonds shall be provided by a duly authorized Surety Company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Torrington. Premiums shall be paid by the bidder. All bonds shall be made to the City of Torrington. An alternate bond in the form of a cashier’s check will be accepted.
- d) **Amendments to Bonds** - Any changes, modifications, amendments and/or alternations to any of the required bonds shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

## **ACCEPTANCE OF PROPOSALS AND THE EFFECT**

Within thirty (30) days after the opening of the proposals, unless otherwise noted in the Invitation to Bid, the City will act upon them. The acceptance of a proposal will be a notice of acceptance, in writing, signed by a duly authorized representative of the City and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth below, making him responsible and liable for failure to execute as prescribed. Upon signing of the contract by the bidder, the Bid Bonds for the remaining bidders will be released.

## **TIME FOR EXECUTING THE CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

- a) The contractor or a duly authorized representative of the firm or corporation has seven (7) calendar days, from the date of mailing of the Award Notice to him or his firm, to submit the required documents and execute the contract. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of acceptance, award the bid to someone else, and/or require the entire project to be re-bid, as well as sue for damages.
- b) The damages for such a breach of contract will include, but not be limited to, the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute and all other damages recoverable at law and in equity.

## **INDEMNIFICATION**

- a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.
- b) In any and all claims against the City, its officers, agents, servants and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under this sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.
- c) To the fullest extent permitted by law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance or lack of performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefor, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

- d) In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

### **WAGE RATES**

If applicable (If Contract Sum meets or exceeds the \$100,000.00 minimum amount)

- a) Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Contractor's Wage Certification Form, a copy of which is attached, is made a part of this contract. The Contractor shall submit with his/her bid a completed, notarized Contractor's Wage Certification form.
- b) Pursuant to the State of Connecticut Public Act 93-392, the bidder shall submit a certified payroll record, utilizing the form titled "PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS", which is included herewith in a reduced size for illustration purposes, with the current prevailing wage rates included in these specifications. Full size forms are available upon request from the City of Torrington Engineering Department upon request. The certified payroll shall be submitted on a weekly basis with a Statement of Compliance to the contracting agency included on the reverse side of the payroll form.

### **OCCUPATIONAL SAFETY AND HEALTH REGULATORY COMPLIANCE**

Successful bidders must demonstrate compliance with the applicable safety and health acts including without limitation, 29CFR 1910.146 "Permit Required Confined Spaces". "Subpart P – Excavations" Part 1926 [Amended], Sections 1926.650, 651 and 652.

**To demonstrate compliance, bidders must provide, with the bid response, documentation supporting compliance with the above standards. This includes: Written company policy and procedure "Documentation" of Employee Training and Equipment Lists.**

The Contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work site conditions for OSHA compliance. If the contractor uses subcontractors, the contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those, which affect the entire site.

The City shall consider OSHA violation(s) over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether contractor is a responsible bidder.

If there has been a OSHA violation within the past five (5) years (measured from the date of the bid), the contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlement, and any explanation(s) of such violations.

**WORKERS COMPENSATION ACT** - All contractors are required to conform to C.G.S. Section 31-286a, as amended, concerning workers compensation insurance requirements for contractors on Public Works Projects. The contractor shall submit with his/her bid a completed and notarized Workers Compensation Act Conformance Form.

**CORRECTIONS** - Corrections, erasures or other changes in the bids must be explained or noted over the signature of the Bidder.

**FACSIMILE BIDS** - Facsimile bids will not be accepted by the City under any circumstance.

**FIRM PRICING** - The bidders shall be required to hold their bid prices firm for a minimum period of sixty (60) consecutive calendar days from the date of receipt of bids.