RENOVATIONS TO TORRINGTON CITY HALL
TORRINGTON, CONNECTICUT
BID #TCH-316-050509

Post-Bid Addendum No. 5
April 20, 2009

I. REVISIONS TO SPECIFICATIONS

1. Specification Section 001100 - Invitation to Bid

REMINDER TO ALL BIDDERS: THE FOLLOWING DOCUMENTS MUST BE INCLUDED IN YOUR BID, OR YOUR PROPOSAL WILL BE DEEMED NON-RESPONSIVE:

1. FORM OF PROPOSAL
2. BID SECURITY (BID BOND OR CERTIFIED CHECK)
3. CERTIFICATION OF BIDDER REGARDING EEO FORM (SPEC. SECTION 005000)
4. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM (SPEC. SECTION 005100)

a. The Owner has rejected all bids received for Bid Package 1.05 - Structural Steel & Misc. Metals.

b. Attached to this Addendum No. 5 is the new Invitation to Bid for the re-bid of this Bid Package.

c. **Bids for Bid Package 1.05 - Structural Steel & Misc. Metals will be due on Tuesday, May 5, 2009 @ 2:00 p.m.**

2. Specification Section 002400 - Bid Packages

a. Bid Package 1.05 - Structural Steel & Misc. Metals

II. SPECIAL INSTRUCTIONS

Revise the following Special Instructions:

30. Add at the end of the paragraph: "This contractor shall include all costs associated with lead-based paint as it pertains to the scope of work, including abatement, if required, providing Pollution Liability Insurance and all disposal costs, including dumpsters, for hazardous materials."

52. Add at the end of the paragraph: "The structural steel contractor shall provide temporary shoring from the commencement of this work, i.e., installation of channels and bolts, until the continuous plate is installed. Shoring shall be provided on the various floor levels as specified on the structural drawings."

56. Add at the end of the paragraph: "The structural steel contractor shall provide frames at all roof drain locations, refer to Drawing P1.5 and at all exhaust fans and duct penetration locations, refer to Drawing M1.8."

61. Replace this paragraph in its entirety with the following:

The contractor will be supplemented and backcharged and assessed liquidated damages in the amount of $2,500.00 per day in accordance with Section 01 35 00 - Special Project Requirements for failing to meet any of the following milestone dates:

Activity Description	Late Start Date	Late Finish Date
Award Contract	–	May 12, 2009
Shop Drawings Approval	May 13, 2009	June 10, 2009
Steel Fabrication and Delivery Lead Time	June 11, 2009	July 1, 2009
Steel Erection - Stair D	July 23, 2009	August 5, 2009
Steel at Rooftop Equipment and Skylights	August 6, 2009	August 19, 2009
Stair Railing Replacements - Stairs A and C	August 20, 2009	September 10, 2009
Stair Rail Modifications - Stair B	October 2, 2009	October 15, 2009

Add the following Special Instruction:

65. Unless specifically noted otherwise, the structural steel contractor is responsible for all work specified in Section 055000, including the suspended mechanical catwalk.

3. Specification Section 004100 - Form of Proposal

a. Attached to this Post-Bid Addendum No. 5 is a revised Form of Proposal specifically for the re-bid of Bid Package 1.05 - Structural Steel & Misc. Metals.

II. REVISIONS TO TECHNICAL SPECIFICATIONS

None.

III. REVISIONS TO DRAWINGS

a. Clarification: All new HSS 6"x6" shall be 5/8" thick.

IV. ATTACHMENTS TO ADDENDUM

Description	Pages
Section 001100 - Invitation to Bid	3
Section 004100 - Form of Proposal	8

END OF POST-BID ADDENDUM NO. 5

RENOVATIONS TO TORRINGTON CITY HALL
TORRINGTON, CONNECTICUT

INVITATION TO BID
BID # TCH-316-050509

1. Sealed proposals for the re-bid of the trade contract listed below addressed to the Purchasing Agent, 59 Field Street, Torrington, CT, 06790, will be received until 2:00 p.m. local time on the date listed below. Immediately following, all bids will be opened publicly and read aloud.

   For general questions contact: Lynn Besanceney at O&G Industries, Inc. (860) 496-4279. Specific questions regarding bidding procedures, project scope and site visits may be directed to Lorel Purcell at O&G Industries, Inc. (860) 626-6418.

Trade Package Number	Description	Bid Due Date
1.05	Structural Steel & Misc. Metals	May 5, 2009

2. **No Prebid Conference** is scheduled for this re-bid.

3. Contractors who intend to bid are to contact **Customer Service** at the following location:

   Joseph Merritt Company
   488 Watertown Avenue
   Waterbury, CT 06708
   Phone: (203) 753-2721
   Fax: (203) 753-0208

   Sets of the plans and specifications must be ordered and reserved prior to pick-up and may be obtained at Joseph Merritt Company. **The non-refundable purchase price for bidding documents is $100.00 plus tax & shipping made payable to Joseph Merritt Company**. With the purchase of a full set of Plans and Specs, partial sets may be purchased from Joseph Merritt & Company at the cost of printing. The plans are entitled "Renovations to the Torrington City Hall, Volume 1 of 2" and "Torrington City Barn, Volume 2 of 2" dated January 30, 2009.

4. Bidders will be held accountable for the requirements of all documents made available, including subsequently issued Addenda, and Memoranda, if any. Although efforts will be made to make bidders aware of all Addenda and Memoranda, bidders are advised to check with Lynn Besanceney at the above number to verify they have all Addenda and Memoranda.

5. Plans and specifications may be seen at the following locations:

   O & G Industries, Inc.
   112 Wall Street
   Torrington, CT 06790

   Dodge Reports
   650 Franklin Avenue
   Hartford, CT 06114

   Torrington City Hall
   Office of Purchasing Agent
   59 Field Street
   Torrington, CT 06790

   Reed Construction Data
   Attention: Production
   30 Technology Parkway, Suite 500
   Norcross, GA 30092

   planwell@merrittgraphics.com

   www.cprojects.com
   www.jobs2bid.com

6. This project is being performed under the Construction Management form of construction. With respect to this project, the Construction Manager is the representative of the Owner. The Owner shall approve the award of all trade contracts. Each Trade Contractor's contract shall be with the Construction Manager.

7. The Owner, City of Torrington, has contracted with O & G Industries to serve as the Construction Manager (CM).

8. No oral, telephone or telegraphic proposals will be considered. All bids shall stand available for acceptance for a period of ninety (90) days from the date proposals are received.

9. No bid shall be accepted from any person/company who is in arrears to the Owner upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Owner.

10. The Owner and/or Construction Manager reserves the right to accept or reject any or all bids, without stating reasons therefore, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and to reject the bid of any bidder if the Owner and/or Construction Manager believes that it would not be in the best interest of the Owner or the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner and/or Construction Manager. The Owner and/or Construction Manager reserves the right to waive informalities and technicalities and to negotiate contract terms with one or more bidders without reopening the bidding process insofar as such negotiations are not violative of applicable competitive bidding statutes or law; or to accept any bid deemed in the best interests of the City of Torrington.

    In evaluating bids, the Owner and/or Construction Manager will consider the qualifications of the bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Form of Bid or prior to Notice of Award.

    The Owner and/or Construction Manager may consider the qualification and experience of subcontractors and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided by the bid documents.

    The Owner and/or Construction Manager reserves the right to require, prior to Notice of Award, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including financial resources, present commitments, and experience of the bidder in performance of comparable work.

11. Bid Security, Payment and Performance Bonds will be required. All bonds must be from sureties listed on the most recent IRS Circular 570.

12. Bidders should note O&G's insurance requirements.

13. Attention to bidders is directed to certain requirements of this contract which require payment of Davis-Bacon wages, and compliance with certain local, state and federal requirements. This is a Federally Funded project.

14. Out-of-state bidders without a permanent office in the State of Connecticut are required by the Connecticut Department of Revenue Services to obtain an Out-of-State Contractors "Guarantee Bond" if awarded the contract.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S, WBE'S AND SBE'S ARE ENCOURAGED TO APPLY

Pennie Zucco, Purchasing Agent
CITY OF TORRINGTON

END OF SECTION

FORM OF PROPOSAL

Date _____

City of Torrington
Purchasing Agent
59 Field Street
Torrington, CT 06790

Gentlemen:

Pursuant to and in compliance with your Invitation to Bid relating thereto, the Undersigned,

_____

_____,
(Company Name)

having visited the site, familiarized himself with the conditions present and carefully examined the Drawings, Bidding Package Contract Documents, and complete Specifications together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by the Architect, Friar Associates, hereby offers and agrees as follows:

To provide all materials, all labor and all else whatsoever necessary to erect and properly finish all work in connection with the Torrington City Hall and Traffic Building, Torrington, Connecticut, to the satisfaction of the Architect, Construction Manager and Owner for the lump sum as follows:

BID PACKAGE NUMBER	DESCRIPTION	LUMP SUM PRICE (WRITTEN AND NUMBERS)
1.05	Structural Steel & Misc. Metals	_____ _____

UNIT PRICES

None.

UNIT LABOR RATES

The undersigned further proposes and agrees that should the amount of work required be increased or decreased where unit prices have not been established, the following unit labor rates will be the basis for any Change Order Proposal. For Change Order purposes, the Labor Rates which any contractor submits on this Form of Proposal must be based on current labor rates and not on projected labor rates. Upon confirmation of base labor rate increases, change order rates may be adjusted in July of each year but only after new prevailing wage rates have been issued by the Connecticut Department of Labor. Labor rates are to include all direct costs without mark-up as defined in Item 7.3 of the General Conditions. Prior to contract award, if requested by the CM, the successful bidder shall provide documentation substantiating the proposed labor rates.

Classification	Hourly Rate	Benefits	Workmen's Comp.	General Liability	FICA	State U.C.	Federal U.C.	Total

CHANGE ORDERS

For work performed by a *Trade* Contractor the cost to the *Construction Manager or Owner* may include an Allowance for overhead and profit not to exceed fifteen (15) percent on the contractors own labor and equipment and ten (10) percent on materials, supplies, rental equipment and subcontractor work.

If the net value of a change results in a credit from the contractor, the credit shall be the net cost without overhead or profit.

ADDENDA

Acknowledgment is hereby made of the following addenda supplements to the Drawings and Specifications:

Addendum No. 1 dated February 27, 2009	Addendum No. 4 dated March 20, 2009
Addendum No. 2 dated March 3, 2009	Addendum No. 5 dated April 20, 2009
Addendum No. 3 dated March 12, 2009	

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to the applicable section of the General Laws of the State of Connecticut as most recently amended.

TRADE CONTRACTOR QUALIFICATIONS

1. The undersigned company has been in business under it's present name for ____ years.

2. The undersigned company has had ____ years experience in construction work similar to that described in the bid documents for this project.

3. List below the construction projects the undersigned company currently has under contract as of this date:

Contract Sum	Class of Work	% Complete	Name & Address of Owner

4. List below a minimum of three (3) projects the undersigned company has performed in the past five (5) years which are representative of this project and would qualify you for this work:

Contract Sum	Class of Work	% Complete	Name & Address of Owner

5. If applicable complete the follow; if not applicable state N/A:

   a. Has the undersigned company ever failed to complete awarded work. (If the answer is yes, please provide location, date and reason below)

   b. Has any officer or partner of the undersigned company, while performing in the capacity of an officer, partner or individual owner of another organization, ever failed to complete a construction contract. (If yes, please state below the following information: name of individual(s), name(s) of organization and reason(s)

6. List the number of all litigation or arbitration proceedings, including out-of-court settlements initiated by or against you within the past three (3) years, including all pending cases.

CONTRACTOR'S QUALIFICATION SUPPLEMENT

1. Has the Contractor or an officer, director, shareholder, partner, employee or other individual associated with the Contractor:

   a. been convicted or entered a plea of guilty or nolo contendere for or admitted to the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? If so, identify such conviction, plea or admission here and provide details on a separate sheet.

   b. been convicted or entered a plea of guilty or nolo contendere or admitted to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity of business honesty which affects responsibility as a municipal contractor? If so, identify such conviction, plea, or admission here and provide details on a separate sheet.

c. been convicted or entered a plea of guilty or nolo contendere or admitted to a violation of any state or federal antitrust, collusion or conspiracy law arising out the submission of bids or proposals on a public or private contract or subcontract? If so, identify such conviction, plea or submission here and provide details on a separate sheet.

d. committed a willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions? If so, identify such willful failure here and provide details on a separate sheet.

e. have a history of failure to perform or of unsatisfactory performance of one or more public contractors, agreements or transactions? If so, identify such contracts here and provide details on a separate sheet.

f. committed a willful violation of a statutory or regulatory provision or requirement applicable to a public contract agreement or transaction? If so, identify such violation here and provide details on a separate sheet.

For purposes of Questions 1(a)-(f) above, the fraudulent, criminal or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurs for or on behalf of the joint venture or similar arrangement and these contractors knew of or had reason to know of such conduct.

2. Has the Contractor, or an officer, director, shareholder, or partner ever filed for protection from creditors under any chapter of the United States Bankruptcy Code? If so, identify such company or individual here and provide details on a separate sheet.

3. State how much of your business is for private versus public owners.

Public: _____%

Private: _____%

4. Provide the names of the Project Manager and Field Superintendent/Foreman the Contractor will use on the Project. On a separate sheet briefly summarize their experience.

   Project Manager: _____
   Field Superintendent/Foreman: _____

5. State the name of your surety and A.M. Best & Company rating of your surety.

   Surety: _____

   Rating: _____

6. State the bonding capacity and the bond premium rate for your firm.

   Bonding Capacity: $_____

   Bond Premium Rate: _____

7. State the name of your insurance carrier and the A.M. Best & Company rating of your insurance carrier.

   Insurance Carrier: _____

   Rating: _____

8. State the interstate or intrastate workers' compensation experience modification rate for your firm.

   Workers' Compensation Experience Modification Rate: _____

9. Summarize the accident and fatality experience of your firm for the last three (3) years by reference to the OSHA No. 200 log.

10. Has the Contractor or any persons associated with the firm been cited for three (3) or more willful or serious violations of any occupational safety and health act in the previous three (3) year period? Has the Contractor or any persons associated with the firm received a criminal conviction related to the injury or death of an employee in the previous three (3) year period? If so, explain the citations or convictions on a separate sheet.

11. Within the prior three (3) period, has the Contractor ever been cited by the Connecticut Department of Labor for disregarding its obligations under Connecticut General Statute sections 31-53 (prevailing wages) or 31-57c (length of workweek)? Has the Contractor been barred from bidding on any state or federal government contracts within the previous three (3) years? If so, please describe on a separate sheet.

12. Is your firm qualified to conduct business in the State of Connecticut? If so, please provide your Connecticut Tax Identification number._____

_____

_____

13. Has your company or a subcontractor to and through you within the past 5 years been the subject of a claim filed formally or informally by an Owner, Construction Manager or General Contractor for failure to meet a deadline, a milestone, a schedule or the completion of a project. Circle the appropriate response. Yes No

    If yes, state the project, location, Owner, subcontractor (if applicable) and by whom the claim was filed.

14. Has your company or a subcontractor to and through you within the past 5 years paid liquidated damages or a penalty for failing to meet a deadline, a milestone, a schedule or the completion of a project. Circle the appropriate response. Yes No

    If yes, state the project, location, Owner, subcontractor (if applicable) and to whom the claim was paid and the dollar amount.

15. Has your company or a subcontractor to and through you ever filed in the last 5 years a formal or informal claim to an Owner, Construction Manager, or General Contractor for acceleration, delay, and/or other types of recovery costs. Circle the appropriate response. Yes No

    If yes, state the project, location, to whom the claim was filed and the dollar amount.

OTHER REQUIREMENTS

It is understood that the Construction Manager reserves the right to accept or reject any and all bids that the Construction Manager Owner deems to be in the best interest of the project.

Upon notification of acceptance of this proposal, the undersigned agrees to execute a contract in the form as stated within these contract documents for the amount stated.

Prices quoted shall be guaranteed for ninety (90) days after date of the opening of bids. If written notice of award is received within ninety (90) calendar days after the opening of bids, the undersigned agrees to execute said contract and furnish to the *Construction Manager* within ten (10) business days after receipt of said contract, the executed Contract, together with the Performance Bond, Labor and Material Payment Bonds and Insurance Certificates as required herein.

The undersigned agrees that the Bid Security payable to Owner accompanying this proposal is left in escrow with the Owner; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named bonds, insurance certificates and contract; and that if the undersigned defaults in furnishing said bonds and insurance and in executing and delivering said Contract within ten (10) business days of receipt of contract to him/her, then said Security shall be payable to the Owner for its own account; but if this proposal is not accepted within said ninety (90) days of the time set for submission of bids, or if the undersigned executes and delivers said bonds, insurance and Contract, the Bid Security shall be returned to the undersigned.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

By submission of this proposal, the undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the proposal a sum to cover the costs of all items in the contracts.

By submission of this proposal, the undersigned acknowledges that they have read the job narrative and schedule requirements and agrees to provide sufficient staff and organization and to select subcontractors and suppliers to comply with the requirements for submittals, delivery dates, work periods and completion dates as specified.

Respectfully submitted,

By: _____

Title: _____

Business Name: _____

Address: _____

Telephone Number/Fax Number: _____

E-Mail Address: _____

Attest: _____

SEAL IF REQUIRED