



CITY OF TORRINGTON
INVITATION TO BID

BID #DCD-032-041211 DESIGN/BUILD CONCRETE DUGOUTS, TORRINGTON, CT

Date of bid opening: April 12, 2011 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington, CT,

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: 100%

SUBMIT AN ORIGINAL AND 2 COPIES.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: March 14, 2011 Purchasing Agent _____
Pennie Zucco

Item	Price
DESIGN/BUILD CONCRETE DUGOUTS AT OAK AVENUE SPORTS COMPLEX – LITTLE LEAGUE FIELD PER SPECIFICATIONS	“SEE PRICING SHEET PAGE 14”

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bid Submitted By: _____

Name of Company _____
Address _____

Signature _____

Phone _____ Fax _____

Title _____

Delivery Date _____

Date _____

E-mail address _____

Web Page _____

Comments: _____

INSTRUCTION TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received later than the time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: www.torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

BID BONDS: shall be in the amount of 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 must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond 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 refunded to the unsuccessful bidders after award 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 as 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.

REPLIES: whether bid or no bid, submittal 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.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at (860) 489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

CONTRACT: A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and

conditions in the contract documents.

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.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City

of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

Maintenance Bond: The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against

the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

CITIZENSHIP: Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tagout: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas

and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for proposal for _____;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

Notary Public

My commission expires _____

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Torrington
 Attn: Purchasing Agent
 140 Main Street
 Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co.)

_____, SURETY COMPANY on bond
 of (insert name & address of Contractor) _____

_____, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this
 ____ day of _____, 20__.

 Notary Public

 Surety Company

 Authorized Representative's Signature

My commission expires _____

 Title

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**CITY OF TORRINGTON
BID #DCD-032-041211
DESIGN/BUILD CONCRETE DUGOUTS, TORRINGTON, CT**

The City of Torrington is seeking vendors to furnish all labor, materials, tools, equipment, vehicles, supervision, and insurance required to Design/Build TWO (2) Concrete - Masonry Block Dugouts with concrete pads and metal roof at Oak Avenue Sports Complex – Little League Field, 321 Oak Avenue, Torrington, CT 06790. **Please Note:** This Bid also includes an alternate for Pre-Fabricated Concrete Dugouts.

Access to the project site and related facilities by the City of Torrington employees and Parks and Recreation visitors shall not be restricted throughout the duration of this project.

All potential bidders are recommended to attend a Pre-Bid Conference at the project site at 321 Oak Avenue, Torrington, CT on March 31, 2011 at 3:30 P.M. to inspect the scope of work.

Technical questions should be directed in writing to Brett Simmons, Park and Recreation Supervisor at brett_simmons@torringtonct.org; Administrative questions directed in writing to Pennie Zucco at pennie_zucco@torringtonct.org no later than 12:00 P.M. EST, April 6, 2011. All information given by the City except by written addenda shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Contractor or prospective Contractor against the City.

RELATED DOCUMENTS:

1. Photos of existing dugouts.
2. Photos of dugouts at another baseball field at Oak Avenue that resembles the specified dugouts.
3. City of Torrington Bid Specifications.

GENERAL SCOPE OF WORK:

1. Remove existing dugouts and concrete slabs – Alternate #1.
2. Furnish and install two (2) concrete pads for dugouts.
3. Furnish and install two (2) block masonry dugouts, 20'Wx8'Dx8'H.
4. Maintain a clean work site throughout the duration of the project and clean site of all debris and equipment upon completion. Dumpster if necessary shall be provided by the contractor.
5. See other alternates below.

PROJECT DETAILS:

1. Site Examination: Contractors are responsible for examining the site and conditions for themselves. Specific questions may be addressed to Brett Simmons, Superintendent of Parks and Recreation.
2. Detailed Plans for new dug-outs to be constructed need to be provided to the Superintendent of Parks and Recreation for approval prior to construction. Plans shall include materials and specification for all phases from site preparation through construction.
3. Grade and prepare site for the installation of two (2) concrete pads and dugouts.
4. General Requirements:

- a. The work shall be executed in such a way as to avoid damage to adjacent structures or sidewalks, trees, and to avoid hazards to persons and property.
 - b. Backfill shall be compacted to the satisfaction of the Superintendent of Parks and Recreation or a designated representative. Contractor is responsible for providing suitable backfill material. Final grading is required.
 - c. The Contractor shall be responsible for any barricades, security fences, warning lights and signs.
5. All active utilities, both overhead and underground must be protected and preserved in operating condition.

SPECIAL PROVISIONS – DUGOUT CONSTRUCTION:

The dugouts shall be of masonry construction. All construction shall meet all applicable codes of the City of Torrington.

1. Block shall be 8” split face block with cinder blocks textured.
2. The foundation stem wall may be cast-in-place concrete or masonry. Stem wall block below grade may be smooth face.
3. Bond beams shall be split face bond beam blocks filled with reinforced concrete.
4. The floor shall have a light broom finish.
5. Coatings: Masonry and concrete coatings:
 - a. First coat – Loxon Acrylic Primer.
 - b. Second & third coats –Loxon Acrylic Coating (@ 15-20 mils WFT, ensure complete coverage, PINHOLE FREE.)
6. Wood surfaces:
 - a. If applicable - First coat - Exterior Latex Primer.
 - b. If applicable - Second & third coats –Exterior Latex Flat.
7. Color selection:
 - a. The walls and trim shall be Hunter Green.
 - b. The floor and roof shall be light gray.
8. Roofing:
 - a. Minimum 24 gauge metal roof.
 - b. 2”x6” tongue and groove sub-roof - Alternate #2

SUPPLEMENTAL PROVISIONS - CONCRETE WORK:

1. Cement shall conform to the Standard Specification for Portland Cement, ASTM Designation C 150-85 and shall be Type I Cement. Concrete aggregates shall conform to the Standard Specification for Concrete Aggregates, ASTM C 33-85. Maximum aggregate size shall be 3/4 inch. Ready-mixed concrete shall conform to the Standard Specification for Ready-mixed Concrete, ASTM C 94-84.
2. Concrete shall consist of a design mix which shall develop a minimum compressive strength of 3,500 psi in 28 days. Maximum slump shall be 3 inches. The Contractor shall notify the Superintendent of Parks and Recreation 24 hours prior to a major pour.
3. Interior concrete floors shall receive a slick power trowel finish and shall be free of voids, low or high spots and trowel marks. Dusting with cement or other drying agents shall not be permitted.
4. Reinforcing bars shall conform to the Standard Specifications for Billet Steel Bars for Concrete Reinforcement, ASTM Designation a 615-84a. Steel mesh shall conform to the Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement, ASTM Designation a 185-79. All steel shall be bent cold and shall be free of rust, paint, grease, etc. All steel mesh shall be accurately placed and secured in position with chairs prior to commencing the pour. Construction joints shall be the "key" type.

PERMITS:

1. Contractor is responsible for obtaining all permits associated with this project. The City of Torrington will waive and/or pay any local permit fees. The contractor is responsible for all state fees.

INSPECTION:

1. Prior to beginning construction of the new dugouts at Oak Avenue, an inspection of the site will be made. If portions of the work are determined to be unsatisfactory, the bidder shall correct the deficiencies, whereupon another inspection of the revised work will be made by the Superintendent of Parks and Recreation or a designated representative before authorization to proceed with the dugout project is given.
2. Contractor shall verify installation conditions as satisfactory to receive work.
3. An authorized representative from the City of Torrington may perform inspections onsite as necessary throughout the project.

PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference shall be held at the project site at 321 Oak Avenue, Torrington, CT in advance of the time scheduled for the work. The purpose of this conference is to review requirements for the work and conditions that could possibly interfere with successful performance of the work, as well as discuss timelines and project coordination. A record of all decisions and agreements made at this meeting, as well as a list of attendees shall be recorded for the job record. The City of Torrington representative is responsible for this documentation and shall initiate and chair this meeting.

SUBMITTALS:

Prior to starting work, the contractor shall submit two (2) copies of all material specifications, Material Safety Data Sheets, and installation procedures for all work to be performed. The Superintendent of Parks and Recreation must review and approve all submittals, prior to authorizing work to commence.

PROJECT TIMELINES:

The City of Torrington anticipates this project to commence at the conclusion of the 2011 Little League season in the beginning of July.

SAFETY PRECAUTIONS:

It is the contractor's responsibility to ensure that work being performed is in compliance with all local, state and federal codes. All owner's and OSHA safety rules shall be adhered to in the execution of this work.

PRODUCT DELIVERY, STORAGE AND HANDLING:**MATERIAL AND EQUIPMENT:**

1. Materials shall be delivered to the site undamaged.

2. On site storage is the sole responsibility of the contractor.
3. Proper storage on or off the site shall be the responsibility of the contractor.

FINAL INSPECTION:

Upon completion of the installation, an inspection shall be made by the City of Torrington to ascertain that dugouts were constructed in accordance with the specifications.

ADJUSTMENT AND REPAIR:

Any damage as a result of the work performed during this project or misapplication shall be repaired or replaced as designated by the City of Torrington. Repairs or replacement will be made by the contractor at no expense to the City of Torrington.

SPECIFICATION GUIDELINES – GENERAL:

Preceding the start up of the project, the contractor shall decide, to his satisfaction, that all specifications are workable as specified, that there is nothing that would deter the contractor's required warranty, and that no existing conditions at the site prevent the contractor from performing the work in a professional and safe manner. When the contractor commences work, it will be assumed that the contractor accepts the existing conditions and the specifications.

PROJECT CONDITIONS:

1. Proceed with installation only when existing and forecasted weather conditions permit.
2. It is the contractor's responsibility to ensure that work being performed is in compliance with all local, state and federal codes, and OSHA requirements.

BID INFORMATION:

1. For technical questions, contact J. Brett Simmons, Superintendent of Parks and Recreation, brett_simmons@torringtonct.org; for administrative questions contact Purchasing Agent pennie_zucco@torringtonct.org.
2. The City shall not be responsible for explanations or interpretations of Invitation to Bid documents except as issued by Addendum to the ITB in writing. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening. Receipt of addendums must be acknowledged.
3. Incurring Costs: The City shall not be liable for any costs incurred by contractor in the preparation or submission of a bid. Such expenses shall be borne exclusively by the vendor.
4. All bid inquiries shall be submitted via email to Pennie Zucco, Purchasing Agent at pennie_zucco@torringtonct.org and will be answered in the form of an addendum. No inquires will be taken over the phone. All inquiries must be received no later than April 6, 2011 by 12:00 P.M.
5. The City of Torrington reserves the right to accept or reject any or all bids; to waive any informalities, to award the contract to a bidder other than the lowest bid, or accept any bid deemed in the best interests of the City of Torrington as it feels best serves the public. All bids will be considered valid for a period of sixty (60) days.

6. Sealed bids shall be delivered to City of Torrington, Purchasing Department, 140 Main Street, Room 206, Torrington, CT 06790 no later than April 12, 2011 by 11:00 A.M. Bids received after this date and time will be rejected. Bid proposals shall be clearly marked: **“BID#DCD-032-041211, DESIGN/BUILD CONCRETE DUGOUTS, TORRINGTON, CT”**. Each sealed proposal must be submitted bearing on the outside of the envelope the name of the bidder and his address. In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened for business, no later than 11:00 A.M. on that day.
7. Vendors must be licensed and insured and submit a copy of each with bid.
8. Bidders mailing proposals should allow for normal delivery time to ensure timely receipt of their bids.

**CITY OF TORRINGTON
BID #DCD-032-041211
DESIGN/BUILD CONCRETE DUGOUTS, TORRINGTON, CT**

Base Bid:

Base Bid – Design/Build TWO (2) Masonry (Block) Dugouts, 20’Wx8’Dx8’H, with concrete pads and metal roof.

\$_____

Other Costs:

Alternative #1 - Remove existing dugouts and concrete slabs (TWO (2) dugouts.)

\$_____

Alternative #2 - 2”x6” tongue and groove sub-roof (TWO (2) dugouts.)

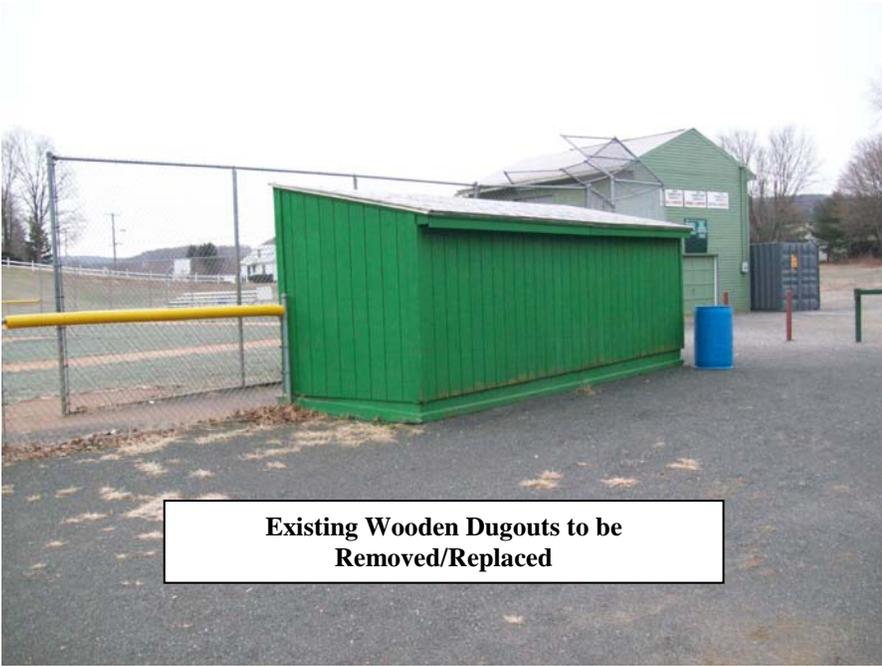
\$_____

Alternative #3 - Design/Build TWO (2) Pre-Fabricated Concrete Dugouts 20’Wx8’Dx8’H with a concrete pad for a surface and metal roof. Price shall include delivery and installation.

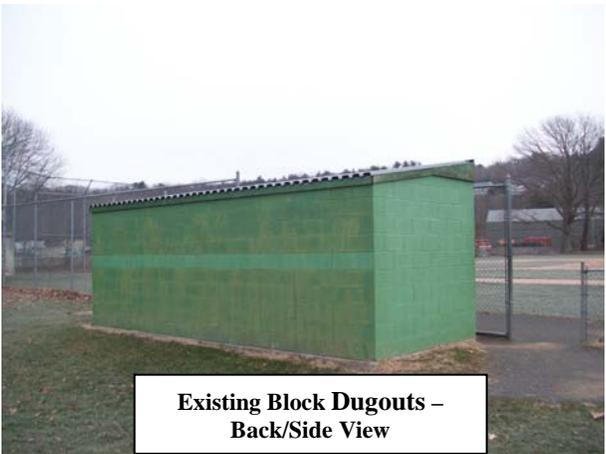
\$_____

Bid Proposal Shall Also Include:

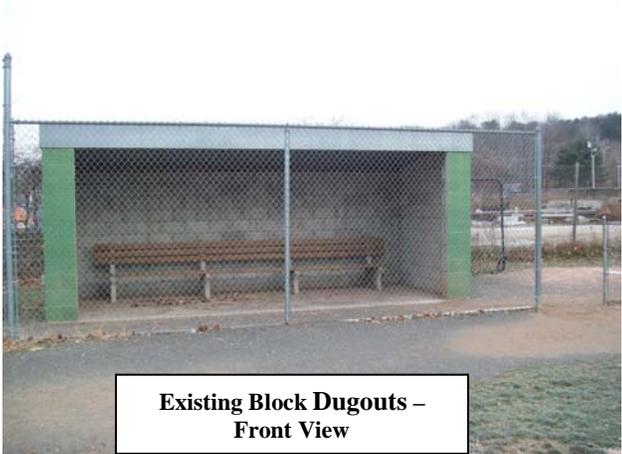
- A list of a minimum of three (3) references is required with submitted bid proposal. This list shall include; name of business or organization, contact name, address and phone numbers.
- A list of a minimum of three (3) similar concrete construction projects completed by company. This list shall include; name of business or organization, contact name, address, and phone numbers, project details, and photos if available.
- Design details and Technical Specifications for Proposed Dugouts.
- Timeline for completing project (with an anticipated start date of July 2011)
- A copy of contractor’s license and insurance shall be included with bid.



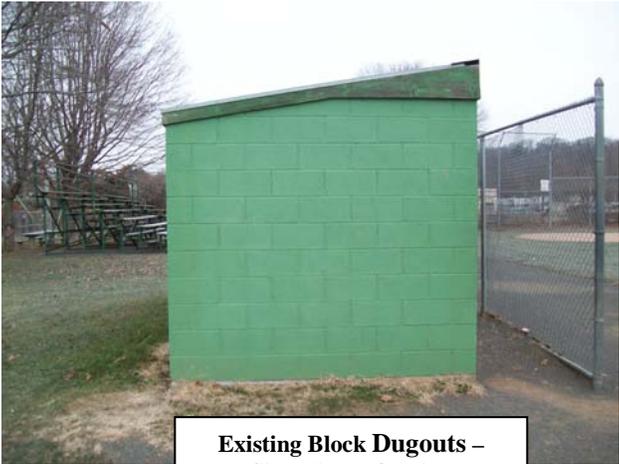
Existing Wooden Dugouts to be Removed/Replaced



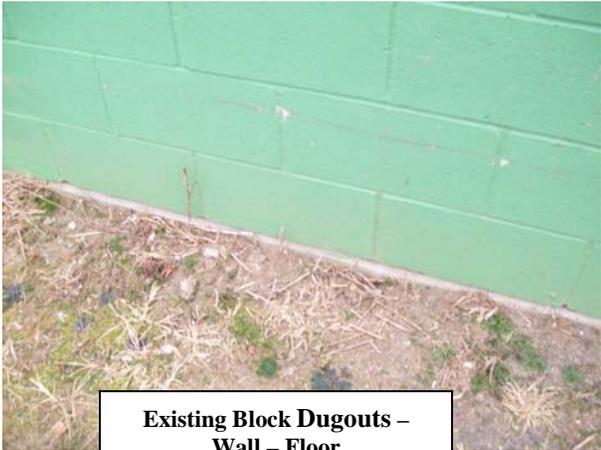
Existing Block Dugouts – Back/Side View



Existing Block Dugouts – Front View



Existing Block Dugouts – Side View - Outside



Existing Block Dugouts – Wall – Floor



**Existing Block Dugouts –
Inside View – Floor – Wall –
Roof Connections**

CONTRACT AGREEMENT

THIS AGREEMENT is by and between The City of Torrington (hereinafter called CITY) and _____ (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 SCOPE

The scope of work includes supplying all equipment, labor, materials, tools, vehicles, superintendence and insurance to perform all work necessary to “Design/Build Concrete Dugouts, Torrington, CT”. Contractor shall certify the requirements have been met upon completion of installation of said project.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as in the General Scope of Work. The completed project will result in the furnishing all equipment, labor, materials, and superintendence to perform all work necessary for the specified project – “Design/Build Concrete Dugouts” at Oak Avenue Sports Complex, 321 Oak Avenue, Torrington, CT 06790.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

Contractor agrees that the Work will be completed within the Milestone limits as follows: The Contractor to Design/Build Concrete Dugouts must complete this project at a City facility to be determined within 60 days from the date of notice to proceed in accordance with all terms set forth within the bid specifications of the specified project – “Design/Build Concrete Dugouts”.

3.02 Liquidated Damages - CONTRACTOR and CITY recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 herein, plus any extensions thereof allowed in the General Conditions.

The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY \$100.00 for each day that expires after the any specified milestone time is not met and complete.

ARTICLE 4 – CONTRACT PRICE

4.01 CONTRACTOR will complete the Work in accordance with the Contract Documents and CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract

Documents an amount equal to the sum of the established Contract Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

UNIT PRICE WORK AS PER EXIHIBIT “A”

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Base Bid – Design/Build TWO (2) Masonry (Block) Dugouts with concrete pads and metal roof.		_____
2	Alternative #1 - Remove existing dugouts and concrete slabs (TWO (2) dugouts.)		_____
3	Alternative #2 - 2”x6” tongue and groove sub-roof (TWO (2) dugouts.)		_____
4	Alternative #3 - Design/Build TWO (2) Pre-Fabricated Concrete Dugouts with Metal Roofs. Price to include delivery and installation.		_____

ARTICLE 5 – PAYMENT PROCEDURES

CONTRACTOR shall submit and CITY will process Applications for Payment as specified within the Contract Documents.

The City reserves the right to withhold the five (5%) percent retainage for a period of ninety (90) days from the date of Substantial Completion.

ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS

6.01 In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents (including addenda) and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
- D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- E. CONTRACTOR is aware of the general nature of work to be performed by CITY if any and others at the Site that relates to the Work as indicated in the Contract Documents.

- F. CONTRACTOR has given CITY written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by DIRECTOR is acceptable to CONTRACTOR.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:

- 1. This Contract Agreement
- 2. Information for Bidders
- 3. All Bid Documents and Specifications
- 4. Addenda numbers _____ to _____ , inclusive
- 5. Documentation submitted by CONTRACTOR prior to Notice of Award
- 6. Performance, Payment and other Bonds

7.02 There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8 – MISCELLANEOUS

8.01 **Assignment of Contract**

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.02 **Successors and Assigns**

CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.03 **Severability**

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree what the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20_____(which is the Effective Date of the Agreement).

CITY: _____ CONTRACTOR: _____

By: _____ By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____ Attest _____

Address for giving notices:

Address for giving notices:

Public Works Director
City of Torrington
140 Main Street
Torrington, CT 06790

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: J. Brett Simmons

Name: _____

Title: Superintendent of Parks & Recreation

Title: _____

Address: 153 South Main Street

Address: _____

Torrington, CT 06790

Phone: 860-489-2385

Phone: _____

Facsimile: 860-489-2338

Facsimile: _____