Instructions To Bidders

1. PREPARATION OF BID:

Each bid must be submitted in TRIPPLICATE on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project and bid number for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

A. Form of Bid
B. Bid security (bid bond or Certified check) form not required at time of bid).
F. Contractors Qualification/Experience Statement
G. Licenses (State of CT Department of Consumer Protection/CT Secretary of State).
H. Copy of DAS Certification for WBE, SBE, MBE, and DBE, if applicable.

2. BID SECURITY:

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the approved provided by the Surety, duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made, within 45 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

3. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Municipality and to fully complete the project within 150 consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of $300 for each consecutive calendar day thereafter.
2. **INSURANCE REQUIREMENTS:**

The State of Connecticut shall be listed as an Additionally Insured on the Insurance Certificate under the following coverages:

- Commercial Liability - $1M per occurrence
- General Aggregate - $2M
- Umbrella Liability - If it is provided to the grantee

Hold Harmless Indemnification endorsement of the insurance shall include the interest of the Town of Granby and the State of Connecticut.

**General Requirements**

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Granby.

The insurer shall provide the Town of Granby with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Granby written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent’s responsibility under this contract.

The Respondent, at the Respondent’s own cost and expense, shall procure and maintain all insurances required and shall include the Town of Granby as an Additional Insured’s on all such insurance, except Workers’ Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Granby as an additional insured.

**Specific Requirements**

1. **Workers’ Compensation Insurance.**

The awarded Respondent shall carry Workers’ Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and employer’s liability limits of Five Hundred Thousand Dollars ($500,000.00) coverage for each accident, Five Hundred Thousand Dollars ($500,000.00) coverage for each employee by disease, Five Hundred Thousand ($500,000.00) policy limit coverage for disease.
2. **Commercial General Liability.**
   With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars ($3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Granby. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

3. **Automobile Liability.**
   With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars ($1,000,000).

4. **Excess Liability Coverage.**
   With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence and annual aggregate basis.

5. **Professional Liability.**
   One Million Dollars ($1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.

   **Aggregate Limits.** Any aggregate limits must be declared to and be approved by Town of Granby. It is agreed that the awarded Respondent shall notify the Town of Granby whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

6. **Deductibles and Self-Insured Retentions:**
   Any deductible or self-insured retention must be declared to and approved by the Town of Granby. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

7. **Errors and Omissions Insurance.**
   The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of $2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than $50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.
The Town of Granby shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Granby is required on all applicable policies, including workers’ compensation. If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Defense, Hold Harmless and Indemnification: The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer’s obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the successful proposer under workers’ compensation acts, disability benefit acts, or other employee benefits acts. The successful proposer shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract. As a municipal agency of the State of Connecticut, the Town will not defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent’s liability to the Town of Granby by virtue of this promise to indemnify and hold the Town of Granby harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Granby for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent’s sole cost.
SECTION 000025 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 SCHEDULE OF VALUES
A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with Continuation Sheets.
   b. Submittals Schedule.
   c. Contractor's Construction Schedule.

2. Submit the Schedule of Values to Architect at earliest possible date but no later than ten days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Submit draft of AIA Document G703 Continuation Sheets

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents and major subsections or sub work of the trade. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity.

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: Progress payments shall be submitted to Architect by the fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the preceding month.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. A 5 per cent retainage will be held on each line of each application until the project is 100 per cent complete. At the Owner's discretion adjustment in the retainage maybe made for portions of the work 100 per cent complete during the early stages of the project.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect. One copy shall include waivers of lien and similar attachments if required.
F. Waivers of Mechanic’s Lien: With each Application for Payment, submit waivers of mechanic’s lien from every entity who is lawfully entitled to file a mechanic’s lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor’s Construction Schedule (preliminary if not final).
4. Schedule of unit prices, if applicable.
5. Copies of building permits.
6. Certificates of insurance and insurance policies.
7. Performance and payment bonds.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor’s Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor’s Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)
This page left blank
INSTRUCTIONS TO BIDDERS