

INSTRUCTION TO BIDDERS

SECTION 00 2113

Sealed bids are invited and will be received by the Torrington Board of Education at the office of the Torrington Board of Education, Donna Labbe – Business Manager, 4th floor, side entrance for the Central Office, 50 Major Besse Dr, Torrington, CT 06790, until **2:00 p.m., Monday, September 15, 2025**, after which time they will be publicly opened and read aloud. Bids received after the date and time specified will be rejected. In the event of the closure of the Torrington Board of Education, the bid will be opened at the scheduled time on the following business day that the Torrington Board of Education is opened. The award shall be made later by the Owner.

INFORMATION FOR BIDDERS

1. A mandatory pre bid walk through meeting is scheduled for 10 a.m., Wednesday, August 27, 2025, at the Torrington Middle School, 200 Middle School Drive, Torrington, CT 06790. Prospective bidders are invited to view the site by attending the pre-bid meeting. **As a school property, visiting the site without an escort is not allowed.** Failure to attend or visit the premises shall be no defense in failure to anticipate existing conditions.
2. Conditions of the Contract Areas: Each bidder must inform himself fully of the conditions relating to the scope of work, project site conditions and employment of labor thereon. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the provisions of the contract work scope. Refer to Division 01 General Requirements sections of the specification and Division 02 Existing Conditions for specific site requirements. Excess materials shall become the property of the Contractor and shall be promptly removed on site and discarded in an legal manner.
3. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner and which shall be entitled **"Bid #TPS-2025B Torrington Middle School Roof Renovation and Associated Work"**. Proposals must be submitted on the forms provided and in a sealed envelope clearly marked with appropriate title. Bidders shall submit an original and two (2) copies. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Torrington Board of Education shall be disregarded. All bids must be legible, either typewritten or in ink.
4. Amendments to or withdrawal of any section or the submitted bid received later than the time and 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.
5. All bids/proposals received after the specified date and time shall be rejected.
6. Plans and specifications will be available starting Thursday, August 21, 2025, at 2:00 p.m. Plans, specifications, and instructions for bidding the above project are available

on the State of Connecticut's Department of Administrative Services – Business Network Portal, BizNet [AccountMaint Login](#). Plans and specifications may be reviewed in the Torrington Board of Education, 4th floor, side entrance for the Central Office, 50 Major Besse Dr, Torrington, CT 06790 during normal business hours.

7. Bid Bonds: Shall be in the amount of 5% of the total bid made out in favor of the Torrington Board of Education and issued by a Surety company acceptable to the Torrington Board of Education 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 Torrington Board of Education will not be held liable for the accrual of interest on any check held by the Torrington Board of Education in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the Torrington Board of Education. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the Torrington Board of Education 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 Torrington Board of Education by reason of such failure shall be retained and paid into the treasury.
8. Double check all prices submitted. Awards that are based on unit prices that are submitted by a vendor in error will be considered as a firm bid by the Owner. "Adjustments" may not be made after the bid opening to correct such errors. Failure to honor bid prices – even in error – may place the bidder in jeopardy for future bids.
9. The contract, or any part of it, may not be transferred or assigned to another company or individual without the written consent of the Owner.
10. All successful bidders/offerors of corporations which are located outside the confines of the State of Connecticut must register as a Foreign Corporation prior to the awarding of the bid. If not registered in Connecticut, an affidavit of incorporation in another state and the date of incorporation must accompany the contract.
11. The Torrington Board of Education may make such investigation as is deemed necessary to determine the ability of the offeror to enter into the proposed agreement, and the offeror shall furnish to the Torrington Board of Education all such information and data for this purpose as the Torrington Board of Education may request. The Torrington Board of Education system reserves the right to reject any bid/proposal if the evidence submitted by the bidder/offeror or investigation of such bidder/offeror fails to satisfy the Torrington Board of Education that such bidder/offeror is properly qualified to carry out the obligation of the contract and complete the work contemplated therein.
12. QUESTIONS: Request for interpretation of any portion of the bid may be made to Marc Loranger at Gale Associates by email at mal@gainc.com. All bidders questions pertaining to the contract specifications and plans under this contract shall be by email or formal letter addressed and received by 5:00 p.m. on September 3, 2025, to Marc Loranger, Gale Associates, 703 Hebron Ave, Glastonbury, CT 06033. Any email shall

be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

13. 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.
14. **EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the Torrington Board of Education prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official, consultant or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the Torrington Board of Education will be directed in writing to the Consultant only. The Consultant 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.
15. **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.**
16. **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 Donna Labbe – Business Manager, 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 Torrington Board of Education shall not be responsible for any errors or omissions of the respondent.
17. **UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The Torrington Board of Education reserves the right to reject any bids in which unit prices, in the sole opinion of the Torrington Board of Education, are unbalanced. In addition, where the Torrington Board of Education 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 Torrington Board of Education is excessively priced, and reserves the right to obtain that item from another source.
18. **CONTRACT:** A response to an Invitation To Bid is an offer to contract with the Torrington Board of Education based upon the terms, conditions, and specifications contained in the Torrington Board of Education’s ITB. Bids do not become contracts

unless and until executed by the Torrington Board of Education, 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.

19. TAXES: Omit all State and Federal taxes from the bid. Torrington Board of Education is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.
20. 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 Torrington Board of Education upon completion of the project or any termination of the project prior to the completion of the project.
21. 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.
22. 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 Donna Labbe – Business Manager in a manner that is in the best interest of, and best advantage to, the Torrington Board of Education, 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 Donna Labbe – Business Manager to be “not applicable at all” to this contract, then the term, condition, and or language/wording may be disregarded, even though an addendum is not issued. However, if Donna Labbe – Business Manager 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.
23. INDEMNIFICATION: The Contractor shall save the Torrington Board of Education, 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. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any

Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

24. In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.
25. The successful bidder, vendor, and/or contractor must protect all property of the Torrington Board of Education (i.e., all buildings, utilities, 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.
26. 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.
27. SUSPENSION AND DEBARMENT: The Torrington Board of Education 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.
28. 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 Torrington Board of Education .
 - 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the Torrington Board of Education.
 - 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 the Torrington Board of Education 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 Torrington Board of Education.

- 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 to 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 Donna Labbe - Business Manager determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a Torrington Board of Education contractor, including but not limited to suspension by another government entity
29. 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 Torrington Board of Education 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 Torrington Board of Education.
30. 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. Submittals for specified items, or approved equal shall be reviewed by the engineer after contract award and rejected or approved as equal.
31. AWARD: It is the intent to award this bid in its entirety to one bidder, however, the Torrington Board of Education 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.
32. In determining the lowest or highest responsible bidder, the Torrington Board of Education reserves the right to consider, in addition to price, the compatibility, quality, 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.
33. Documents previously submitted to the Torrington Board of Education will not be considered as satisfying submission requirements for this bid.
34. 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.
35. 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 Torrington Board of Education and executed by a surety company authorized to do business in the State of Connecticut. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

36. Maintenance Bond: The contractor, upon signing a contract and before beginning the work must submit to Donna Labbe – Business Manager 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 Torrington Board of Education. 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 Torrington Board of Education and issued by a surety company licensed and authorized to do business in the State of Connecticut.
37. 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 Torrington Board of Education. Said bond must be filed with Donna Labbe – Business Manager prior to the commencement of work.
38. 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.
39. INSURANCE:
 Certificate of Insurance: All bidders entering into a contract with the Torrington Board of Education shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. In the event the Contractor/Torrington Board of Education Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage other than those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Torrington Board of Education, Donna Labbe – Business Manager within 10 days after the award of the bid. The Certificate of Insurance must name the Torrington Board of Education, 50 Major Besse Dr, Torrington, CT 06790, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with Donna Labbe – Business Manager prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Donna Labbe – Business Manager, 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

40. **Workers' Compensation Insurance:** For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the state Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the Torrington Board of Education, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). 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.
41. **Commercial General Liability Insurance:** Refer to Document AIA A101 – Exhibit A for insurance requirements.
42. **Vehicle Insurance:** Refer to Document AIA A101 – Exhibit A for insurance requirements.
43. **Additional Security:** The Torrington Board of Education reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the Torrington Board of Education, its property and goods.
44. **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 Torrington Board of Education 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.
45. **PREVAILING WAGE:** This project is subject to the State of Connecticut Prevailing Wage Rates. The successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.
46. **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).
47. **SAFETY:**
 Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the Torrington Board of Education, 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 Torrington Board of Education 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 Torrington Board of Education 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 Torrington Board of Education 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 have the potential to be located within the area of work. Before proceeding on any contractual work 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.

48. SUB-CONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Torrington Board of Education or its designated agent.
49. 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 Torrington Board of Education. 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.

50. TERMINATION OF CONTRACT: Any contract entered into by the Torrington Board of Education and the successful bidder shall provide that the Torrington Board of Education may terminate the contract upon thirty (30) days' notice to the bidder.
51. The Torrington Board of Education 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 Torrington Board of Education's judgment, will best serve the public interest.
52. The terms and conditions of these "Instructions To Bidders" are made a part this bid.
53. The ability of the bidder(s) to complete the **Roof Renovation Project** promptly and professionally as required by the Torrington Board of Education shall be heavily weighed. Past record of failure to comply with this aspect of the business or similar project requirements will lead to rejection of the bidder as not responsible to the needs of the Torrington Board of Education. A responsible bidder has the capability to perform the contract requirements and the integrity and reliability, which assure good faith performance.
54. It is the intent of the Torrington Board of Education to engage a general site contractor that specializes in the construction of roof systems, who is broadly experienced in the construction of steep- and low-slope metal and membrane roof and flashing assemblies. As such, to be considered, the general contractor must meet the following minimum requirements:
 1. The General Contractor shall be listed as a currently approved **roofing contractor** under the Connecticut Department of Administrative Services (DAS), contractor prequalification program.
 2. Must have successfully completed, as the general and/or roofing contractor, a minimum of five (5) steel slope metal roofing projects in Connecticut, within the past ten (10) years.
 3. Example projects shall include those of similar scope, cost, and complexity.
 4. The contractor must be in good standing with and certified by the specified roofing manufacturer.

The contractor's ability to meet these minimum qualifications will be documented on the Contractor Qualification Form included with the bid documents. No substitute for this form, such as pre-printed project lists will be accepted."

55. The successful bidder(s) shall guarantee for a minimum of two (2) years from the date of substantial completion the quality of supplies, materials and workmanship furnished by him and to remedy to satisfaction of the Torrington Board of Education all defects and to

replace all defective supplies or materials. This provision in no way limits the requirement of more stringent product warranties noted within the specification.

56. Allowances: The Contractor shall carry an amount of \$25,000 in his bid for the purposes of repairs necessitated by unforeseen conditions.
57. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal laws, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.
58. Obligation of Bidder: At the time of opening of the bids, each bidder will be presumed to have inspected the site and to have read and become familiar with the Plans and Contract Documents (including all addenda), as well as all statutes, ordinances and regulations affecting his bid. Failure by omission of any bidder to inspect the site and/or to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
59. Contractor Use of Premises and Schedule: Permitted work hours are Monday through Friday 7:00 A.M. – 6:00 P.M. While school is in session the Contractor shall restrict work to paved areas adjacent to the school, restrict deliveries and trucking to the Middle School Drive entrance to the work area (southeast laydown area), and shall have all public ways near the school clear of materials and traffic between the hours of 7:30 and 8:15 a.m. for student drop off and 1:30 and 2:15 p.m. for student pick-up. The contractor shall not be able to work on site on May 8th or June 15th, 2026, due to student testing in the school. Weekend or holiday work shall not be allowed unless previously approved by the Torrington Board of Education. The successful bidder (Contractor) shall submit a construction schedule at the pre-construction conference, and shall update the schedule weekly. All local noise ordinances shall be followed.
60. Time of Completion: The successful contractor shall commence work no later than May, 2026; except those mobilization tasks as may be approved by the Owner which may occur earlier. The tentative project schedule is as follows:

May, 2026	Start Construction
September, 2026	Substantial Completion of Project
90 days from Substantial Completion	Final Completion
61. Liquidated damages for not substantially completing the project work will be assessed to the Contractor. The liquidated damages will be in the amount of \$1,000 per calendar day minimum. The \$1,000 per calendar day is a minimum damage figure to compensate the Owner for administrative costs in the event of delay and shall not limit in any way the liability of the Contractor for damages, in excess of \$1,000 per day for other non-administrative damages, in particular damages for breach of contract.

62. Required Submissions with Bids: The following documents must be submitted with each bid. Failure of a bidder to make all required submissions may cause the Owner to consider the bid unacceptable.

- a. Bid Proposal Form
- b. Bid Bond/Deposit
- c. Non-Collusion Affidavit
- d. Certificate of Corporation if bidder is incorporated
- e. Contractor's Qualification Statement

END OF SECTION

I:\977541\02 Design\specs\977541 002113-instructionforbidders.doc