### TOWN OF GLASTONBURY

### **INVITATION TO BID**

BID # DATE & TIME REQUIRED

GL-2022-26 Process Gravel Crushing Operation August 9, 2022 @ 11:00 a.m.

The Town of Glastonbury is seeking bids for Process Gravel Crushing Operation at the Highway Facility, 2380 New London Turnpike.

Bidders wishing to submit a bid proposal for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <a href="https://app.negometrix.com/buyer/2832">https://app.negometrix.com/buyer/2832</a>, under the bid title "GL-2022-26 Process Gravel Crushing Operation". All bids will be publicly opened and read aloud. No late bids will be accepted.

An optional pre-bid meeting to view debris piles at the Highway facility will be held on July 26, 2022 at 10:30 a.m. at 2380 New London Turnpike, Glastonbury, CT 06033. Bidders are encouraged to attend.

This Invitation to Bid, Instructions to Bidders, Specifications and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the Town of Glastonbury website <a href="www.glastonburyct.gov">www.glastonburyct.gov</a> at no cost.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interest of the Town.

The Town of Glastonbury is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to bid.

Mary F. Visone Purchasing Agent

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1. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <a href="https://app.negometrix.com/buyer/2832">https://app.negometrix.com/buyer/2832</a> under the bid title "GL-2022-26 - Process Gravel Crushing Operation". Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website:

https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4

Bidders will be required to upload their bid response in one consolidated pdf document in the following file located in the bid portal:

- Bid Response & Related Documents
- 2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
- 3. The basis of award will be based on the lump sum bid of the lowest qualified, responsible and responsive bidder. The Town reserves the right to make a partial award by location as deemed in the Town's best interest with available funding. If funding is not available to award both locations (Highway and Bulky Waste material piles), the low bidder for the Highway location only shall be awarded. If funding is available to award both locations the low bidder shall be the lowest overall bidder for both locations, the Town shall not split the award to multiple bidders.
- 4. An optional pre-bid meeting to view debris piles at the Highway facility will be held on <u>July 26, 2022 at 10:30 a.m.</u> at 2380 New London Turnpike, Glastonbury, CT 06033. Interested bidders are encouraged to attend; if unable to attend please contact Charles Mahan, Physical Service Operations Manager, at (860) 652-7763, email <a href="mailto:charles.mahan@glastonbury-ct.gov">charles.mahan@glastonbury-ct.gov</a> to schedule another time to meet <a href="mailto:charles.mahan@glastonbury-ct.gov">charles.mahan@glastonbury-ct.gov</a> to schedule another <a href="mailto:charles.mahan@glastonbury-ct.gov">charles.mahan@glastonbury-ct.gov</a> to schedule <a href="mailto:charles.mahan@glastonbury-ct.gov">charles.mahan@gl
- 5. Bids will be carefully evaluated as to conformance with stated specifications.
- 6. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
- 7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
- 8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury. Bidders are responsible to review and determine debris pile quantities.
- 9. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and the date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
- 10. THIS ITEM WAIVED Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.

- 11. <u>THIS ITEM WAIVED</u> A 100% Performance Bond and 100% Payment bond are required of the successful bidder. These bonds shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
- 12. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.
- 13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
- 14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
- 15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at <a href="www.glastonbury-ct.gov">www.glastonbury-ct.gov</a>. Upon entering the website click on Bids & Proposals Icon, which will bring you to the links for the <a href="Code of Ethics">Code of Ethics</a> and the <a href="Acknowledgement Form</a>. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
- 16. Any bidder, in order to be considered, shall be engaged primarily in the business of material processing with a minimum of five (5) years experience in a related trade.

### 17. Non Resident Contractors (IF APPLICABLE):

Upon award the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more. The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 - Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).

- 18. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
- 19. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or Local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

technical questions regarding this Bid, please contact Charles Mahan charles.mahan@glastonbury-ct.gov . For administrative questions regarding this bid, please contact Mary F. Visone, Purchasing Agent at <u>purchasing@glastonbury-ct.gov</u>. The request must be received at least five (5) business days prior to the advertised response deadline. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & Proposals Icon; click the Bid Title to view all bid details and document links). It is the responsibility of the Bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.

### **IMPORTANT:**

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

### **GENERAL CONSTRUCTION SPECIFICATIONS**

### 01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

- 01.01 Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the Physical Services Operation Manager of the Town of Glastonbury acting personally or through any assistants duly authorized.
- 01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same.
- 01.03 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

### 02.00 SUPERINTENDENT

02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

### 03.00 PRECONSTRUCTION MEETING

03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

### 04.00 PERMITS

04.01 All permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

### 05.00 PROPERTY ACCESS

- 05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
- 05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.
- 05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

### 06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

- O6.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.
- 06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

O6.03 The Contractor shall make good any damage, injury, or loss of work and to the property of the Town resulting from lack of reasonable protective precautions.

### 07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements designated to remain. Except were specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property.

### 08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

### 09.00 INSPECTION OF WORK

- 09.01 The Town shall provide sufficient personnel for the inspection of the work.
- 09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
- 09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
- 09.04 Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

### 10.00 RIGHT TO INCREASE OR DECREASE WORK

10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

### 11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

### 12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

12.01 Any unfaithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

### 13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

- 13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.
- 13.02 If, within five (5) days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

### 14.00 DEDUCTIONS FOR UNCORRECTED WORK

- 14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.
- 14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.
- 14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

### **DETAILED SPECIFICATIONS**

### 01.00 GENERAL

- 01.01 The Town is requesting bids to supply all equipment and labor with qualified staff necessary to perform Process Gravel Crushing of Town-owned material at the following locations:
  - Glastonbury Highway facility, 2380 New London Turnpike, Glastonbury, CT 06033.
  - Glastonbury Bulky Waste Facility, 1145 Tryon Street, Glastonbury, CT 06033.

The intent of the award is to complete the work in full compliance with the specifications herein. The work shall be completed by <u>September 30, 2022</u>. The Town reserves the right to make a partial award by location as deemed in the Town's best interest with available funding. Pile Measurement Reports as of June 30, 2022 are included herein as **ATTACHMENT A**.

### 02.00 EQUIPMENT

- O2.01 All equipment shall, in the judgment of the Town Engineer (or designee), be in good working condition and suitable for the work. The contractor's equipment shall have the capability of excavating, crushing and stockpiling material. All guidelines affecting equipment and operational safety shall be adhered to. These include but are not limited to OSHA, DMV, DEEP, EPA, DOT, manufacturer's instructions as per operator's manuals, and requirements and industry BMP's (Best Management Practices). Attention shall be given to laws, regulations ordinances and safety concerns in all aspects of the construction industry and include, but not limited to: guarding and shielding of equipment, safety labels, PPE, stability and overturn protection, operator zones and controls.
- 02.02 The crusher shall be capable of producing two (2) inch minus material of similar quality to current product on site. The contractor shall be responsible for all equipment repairs and fuel for the crushing operation.
- 02.03 Contractor will be responsible to purchase all permits needed to transport equipment to the job site.

### 03.00 GRADATION

- O3.01 The contractor shall be responsible for crushing material to a maximum size of two (2) inches. The contractor may be required to obtain materials from different portions of the site, as directed by the Town Engineer or designee, to crush to a desired gradation if the product is deemed unacceptable material will be reprocessed at contractor's expense.
- 03.01.1 The contractor shall make an effort to maintain a uniform gradation. However, the contractor will not be responsible for meeting any specifications for gradation other than stated above.
- 03.03 The contractor is responsible for removal and disposal of rebar and steel or contamination from finished product.

### 04.00 HOURS OF OPERATION

04.01 The hours of excavation operation are from 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays unless other arrangements are made and approved by the Engineer. There shall be no work, equipment maintenance or any other activity associated with the crushing operation other than within the above-specified hours of operation. The Contractor shall have no claim against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

### 05.00 SITE ACCESS

05.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. The Town shall not be responsible for the contractor's equipment. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at no cost to the Town.

### **INSURANCE**

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. <a href="Insurance shall-be-clearly-stated-in-the-remarks-section-on-the-Bidders-Certificate-of-Insurance-Insurance-shall-be-written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

### 2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage Each Occurrence \$1,000,000
  - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

### 3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage. The Bidder shall provide the Town copies of any such insurance policies upon request.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town of Glastonbury and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.



### TOWN OF GLASTONBURY \* 2155 MAIN STREET \* GLASTONURY \* CT

ONNEC			
BID / PROPOSAL NO:	GL-2022-26	<b>DATE DUE:</b>	AUGUST 9, 2022
DATE ADVERTISED:	JULY 20, 2022	TIME DUE:	11:00 AM
NAME OF PROJECT:	<b>Process Gravel Crushin</b>	ng Operation	
	ntion to Bid, the Bidder hereby pee with the Bid Documents, with onse.		
Time of Bid Opening, and it a	Bidder to clearly mark the outsic also THE RESPONSIBILITY IITTING BID FOR ADDEND	OF THE BIDDER TO	O CHECK THE TOWN'S
THE BIDDER ACKNOWL	EDGES RECEIPT OF THE 1	FOLLOWING ADDE	NDA AS REQUIRED:
Addendum #1(Initial/	/Date) Addendum #2 (In	nitial/Date) Addendum	#3(Initial/Date)
LUMP SUM BID BY LOCA	ATION:		
Location			Lump Sum Amount
Glastonbury Highway Facil (Complete crushing includi	lity, 2380 New London Turnp ng mobilization)	ike _\$_	
Glastonbury Bulky Waste F (Compact Only including m			
	TOTAL BII	D AMOUNT \$	(Enter Numeric Total)
\$			
	(Enter Written	Total of Lump Sum E	Bid)
their own organization that	he Bidder certifies, and in the	independently withou	nch party thereto certifies as to t consultation, communication, n any competitor.
	of the Town of Glastonbury I/We are selected. Yes_ No		l agree to submit a Consultant
*Riddon is advised that of	factive August 1 2003 the	Town of Clastophum	v cannot consider any hid or

\*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Name of Bidder:	
Respectfully submitted:	
Type or Print Name of Individual	Doing Business as (Trade Name)
Signature of Individual	Street Address
Title	City, State, Zip Code
Date	Telephone Number/Fax Number
E-Mail Address (Seal – If bid is by a Corporation) Attest	SS# or TIN#

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Total

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### BULKY WASTE

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6956.09	Fill (Cu. Yd.)	
6955.22 <fill></fill>	Net (Cu. Yd.)	

Totals	,			
	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	19298.94	0.88	6956.09	6955.22 <fill></fill>
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\* Value adjusted by cut or fill factor other than 1.0