

# *THE* NEW ENGLAND CAROUSEL MUSEUM

**Specifications for  
Installation of Air Conditioning System  
New England Carousel Museum  
95 Riverside Avenue  
Bristol CT 06010**

Proposal Submitted by:

---

---

---

Date submitted:

---

Date issued: July 1, 2018

Date due: July 30, 2019

## INDEX TO CONTRACT DOCUMENTS

<b>STANDARD BIDDING DOCUMENTS</b>		<b>Page Numbers</b>
001100	PUBLIC NOTICE	1
002100	INSTRUCTIONS TO BIDDERS	11
004200	BID PROPOSAL	7
004201	NON-COLLUSION AFFIDAVIT	1
004202	CHRO CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS	5
004300	PREVAILING WAGE RATES	36
005200	CONTRACT FORM	5
005210	PROJECT SIGN REQUIREMENTS	2
007201	GENERAL PROVISIONS	11
007202	SPECIAL PROVISIONS	3

**Invitation to Bid**  
**Installation of Air Conditioning System**  
**New England Carousel Museum**  
**95 Riverside Avenue, Bristol CT**

The New England Carousel Museum ("NECM") is seeking bids for installation of an air conditioning system and other associated work at its facility located at 95 Riverside Avenue, Bristol CT. Bid documents may be obtained at no charge from the following web site:

[https://biznet.ct.gov/SCP\\_search/](https://biznet.ct.gov/SCP_search/)

A mandatory pre-bid meeting will be held on **July 16, 2019 at 10:00 am**, at the proposed work location. Bids from firms not in attendance at this meeting will not be considered for award.

Bids will be accepted until **July 30, 2019 at 2:00 pm**, at which time bids will be opened and read. Bids received after the opening date and time will not be considered for award. The Owner reserves the right to waive any informalities in the bid, to reject any or all bids, and to accept the bid that in its judgment is in its best interest.

Each bid shall be in a sealed envelope addressed to NECM, identified as "Installation of Air Conditioning System" accompanied by a Bid Security in the amount of 10% of the bidders base bid amount, in the form of a Bid Bond made payable to NECM issued by a surety licensed to do business in the State of Connecticut.

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25 % set-aside goals.

The awarded contractor will be required to secure a Performance Bond and a Labor and Materials Bond, each in the amount of 100% of the contract award, provided by a surety licensed to do business in the State of Connecticut. The requirements for prevailing wage rates are to apply to the resultant contract award.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, or national origin.

Morgan Urgo, Executive Director  
Tel. (860) 585-5411  
Fax (860) 314-0483

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

## INSTRUCTIONS TO BIDDERS

### **Installation of Air Conditioning System New England Carousel Museum 95 Riverside Avenue, Bristol CT**

The following instructions and specifications shall be observed by all Bidders:

**1. Time and Place of Bid Opening**

Bids will be opened at **2:00 pm on July 30, 2019** at NECM, 95 Riverside Avenue, Bristol, CT 06010. Any bid received after the date and time of the bid opening shall not be considered.

**2. Pre-Bid Meeting**

A mandatory pre-bid meeting will be held at **10:00 am on July 16, 2019** at the project site, 95 Riverside Avenue, Bristol CT. Bids from firms not in attendance at said meeting will not be considered.

**3. Availability of Bid Documents**

The prospective bidder must register his name and address when securing the plans and specifications. Bidders are advised that all bid documents relative to this project are solely available online via the following web link:

[https://biznet.ct.gov/SCP\\_search/](https://biznet.ct.gov/SCP_search/)

**4. Fee for Bid Documents**

No fee is required for the provision of these bid documents.

**5. Bid Addenda**

If additional information or change shall present itself, the Owner will send such change in a written addendum no later than three days prior to the date fixed for the opening of bids to the address given by the Contractor at the time of securing the Proposal document. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. All addenda so issued shall become a part of the Contract Documents. Certification of receipt of addenda shall be made by the bidder on the Proposal.

Notice of any addendum issued shall be provided (1) by first class mail, (2) by fax transmission, and/or email notification; notice of said addendum are additionally posted upon release via the web address noted in Article 3 of this Section.

Bidders are required to acknowledge receipt of any addendum to ensure proper notification of changes to

the published specifications. NECM does not assume responsibility for any bidder that does not receive any addendum.

**6. Bid Bond Requirements**

A Bid Bond in the amount of ten percent (10%) of the total amount bid is required. Bid Security will be returned to all except the successful bidder upon award, and to the successful bidder upon issuance of a Purchase Order. NO BID WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE REQUIRED BID BOND.

**7. Bid Instructions**

- (a) Bids must be enclosed in a sealed envelope, addressed to NECM and clearly identified as shown on the face of these bid documents.
- (b) Bids must be made on the attached forms with complete information as requested on the bid forms; bids submitted on other than the forms included within this document will not be considered.

**8. Examination of Site Conditions**

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of the lack of knowledge by the Contractor regarding the site, the proposed work, or content of the specifications and drawings will be allowed. The bidder may call the Engineer for an appointment to inspect the work site. No appointments for inspection will be made the day of or the day prior to the bid opening. At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of the location and site of work to be done under this Contract and has satisfied itself as to the actual conditions and requirements.

**9. Prevailing Wage Rates**

This project is subject to prevailing wage rates. Enclosed within these specifications are prevailing wage rates as issued by the State of Connecticut Department of Labor. The successful bidder shall include any additional costs associated with prevailing wage rates as part of its bid.

**10. Sales and Use Tax**

Bidders are reminded that the Connecticut State Sales and Use Tax, and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the bid price(s).

Under terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials

and supplies to be consumed in the performance of the Contract without payment of the tax and shall not include in his bid nor charge any sales or use tax thereon.

**11. Definitions**

The word "Owner" as used throughout these documents shall refer to NECM acting through its Executive Director.

The word "Director" as used throughout these documents refers to the Executive Director of NECM.

The word "Engineer" as used throughout these documents refers to the Engineer for NECM.

The word "Bidder" as used throughout these documents refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" as used throughout these documents refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

**12. Project Location**

The work location for this contract is 95 Riverside Avenue, Bristol CT.

**13. Intent**

The Intent of these specifications is to obtain the services of a Contractor that will furnish all labor, supervision, tools, materials (unless otherwise noted) and equipment necessary to provide install a new air conditioning system, consistent with these specifications and under all work detailed within this contract. ***The selected contractor shall have experience in installing HVAC in historic buildings and shall make every effort to minimize any damage to historic fabric.***

**14. Work Schedule**

The Contractor shall call the Engineer prior to the start of any work associated with this Contract.

No work will be performed at night or on Sundays or legal holidays except in case of emergency and only to the extent necessary to make the work safe. The normal work day shall be considered as any eight (8) hour period falling between 7:00 am and 5:00 pm, Monday through Friday. Special clearance will be required for work outside these times.

The successful Bidder/Contractor shall begin work within thirty (30) calendar days after the contract signing. **All work under the Contract is to be completed within the timeframe set forth in Section 007202 Special Provisions.** By joint agreement between the Engineer and the Contractor, a later date may be set for beginning work, if such delay is caused beyond the control of the Contractor or the Owner.

The Contractor will have **one hundred and ten (110) days** to complete the work in this contract. Liquidated damages as set forth in Section 007202 shall be paid by the Contractor to the Owner for each and every calendar day after the completion date hereinbefore specified. All or a portion of the liquidated damages may be abated for cause by agreement between the Owner and the Contractor. Liquidated damages will be deducted from monies due to the Contractor before final payment.

**15. Evaluation of Prices Submitted**

Bids will be compared on the basis of estimated quantities times the unit or lump sum prices stated in the Proposal. In the event of a discrepancy between prices written in words and figures; the prices written in words shall govern. It is the intent of NECM to make award to the lowest responsible and qualified bidder (reference C.G.S. 4a-59). In the event of a discrepancy between (1) the Total Amount of the bids as recorded on the bid form by the bidder and (2) the Total Amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder extended by designated quantities and tabulated by the Engineer, the latter shall prevail.

Lowest Responsible and Qualified Bidder: As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee's rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.

**16. Engineer Estimate of Work**

The Engineer's estimate of work and material by which the bids will be compared, are as shown in the Proposal and are solely for the purpose of comparing proposals received and are approximate only and are not guaranteed. The parts of the work have been divided into items in order to allow the bidder to bid for the different portions of the work in accordance with his estimate of their cost; so that in event of an increase or decrease of the quantities of any item of work, the actual quantity executed may be paid for at the price bid for that particular item of work.

**17. Contractor Qualifications**

Bidders must be able to present satisfactory evidence that they are capable and fully prepared with necessary capital, personnel, materials and equipment to do the work to be contracted for under this Proposal. Bidders are expected to have experience with Historic building contracts, and be familiar with the Secretary of the Interior standards on modifications and renovations to historic buildings. ***The selected contractor shall have experience in installing HVAC in historic buildings and shall make every effort to minimize any damage to historic fabric.***

The three lowest bidders may be required to complete information on their qualifications as outlined via

an AIA Form A305. Such application shall be submitted in its entirety within three (3) working days of receipt of written request by NECM. Any such application is not required to be submitted at the time of bid opening.

Please note that financial information submitted with such application may remain confidential, if provided in a separate envelope clearly marked "Confidential".

**18. Certificate of Good Standing**

Any corporation whose Proposal is being considered for acceptance by the Owner may be required, if requested, to provide a "Certificate of Good Standing" from the Secretary of the State's Office for Connecticut.

**19. Acceptance/Rejection of Bids**

The Owner may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures not properly initialed, or which contain alterations or irregularities of any kind. The Owner may rightfully waive informalities. NECM reserves the right to reject any or all bids; or the bids for any one or more commodities; or contractual services included in any or all bids; and/or to waive any informality in bids; and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Owner's best interest to do so. The Owner also reserves the right to reject any or all bids, or to accept any bid whether the lowest or not, should the Owner deem it for their best interest to do so.

Determination of the best interests of NECM shall include consideration of active or pending civil litigation between NECM and any firm submitting a bid to NECM (or the bidder's subcontractor or supplier).

**20. Commission on Human Rights and Opportunities:**

The Contractor who is selected to perform this State project must comply with Connecticut General Statute Secs. 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of Connecticut General Statute Sec. 4a-60g, as amended. **(25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.)** The Contractor must demonstrate good faith effort to meet the twenty-five percent (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities (CHRO). Forms can be found at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)



Bidders are advised that NECM may be required to retain 2% retainage, in addition to the amounts for retainage shown within the General Provisions of this project manual, until CHRO approves the Contractor's affirmative action plan, which by statute must be approved by CHRO within 60 days of filing.

**21. Withdrawal of Bid Submitted**

Any bid may be withdrawn prior to the designated closing time for receiving bids. Bids may be withdrawn 90 days after the bid opening, if no award has been made. If the Owner does not award a contract within ninety (90) days after the opening of bids, all bid proposals will be null and void except on mutual agreement of the Owner and the lowest qualified bidder, this time may be extended.

**22. Contract Execution**

The person or persons whose Proposal is accepted will be required to furnish all insurance certificates in amounts as hereinafter specified, within five (5) days from the date of notice of the award; said person or persons will also be required to furnish all performance and payment bonds within three (3) days from request by the Owner, and at least three (3) days prior to the signing of the Contract.

The person or persons whose Proposal is accepted will be required to execute a contract, in substantially the form annexed.

**23. Inclusion of Contract Provisions**

The bidders' attention is directed to the form of agreement, which includes as a part of it in addition to this Information for Bidders, the Proposal, General Provisions, Special Provisions, Specifications, Measurement and Payment, the Contract Drawings and Standard Detail Drawings.

**24. Provision of Contract Related Documents**

Bonds and Insurance Certificates shall be submitted to the Director. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required insurance certificates, within the set time periods, the bidder shall forfeit to NECM such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder, and the total bid of the person or persons with whom the contract is finally executed.

**25. Acceptance of Alternate Materials or Methods**

When alternate bids are asked for, the Owner at time of the awarding or prior to signing of the Contract, through its Engineer, will select which type of material or construction will be used.

**26. Indemnification**

The Contractor, in contracting for goods, services, materials, labor and the like with NECM and its

respective officers, agents and servants, does hereby agree that the Contractor will indemnify and save harmless NECM and the State of Connecticut, its respective officers, agents and servants from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of NECM or the State of Connecticut, or of the Contractor or of any participant or spectator, and from injuries (including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site, or on any other person or damage to property, real or personal, including property of NECM or the State of Connecticut and their respective officers, agents and servants, caused in whole or in part by the acts or omission of the Contractor or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity under this contract.

**27. Equal Opportunity - Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each Contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. The contract is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the State of Connecticut General Statutes.

**28. Contractor's and Subcontractor's Insurance**

The awarded Contractor shall provide a certificate of insurance naming NECM and the State of Connecticut as an "additional insured" in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the Contractor with an insurance company which is licensed to do business in the State of Connecticut.

- a. **General liability** - \$1,000,000 (combined single limit) bodily injury/property damage coverage per occurrence and \$2,000,000 aggregate coverage.
- b. **Auto liability** - \$1,000,000 (combined single limit). Property damage and bodily injury coverage.

In addition to the above, the awarded Contractor shall provide a certificate of insurance in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the Contractor with an insurance company which is licensed to do business in the State of Connecticut.

- c. **Owners & Contractors Protective Insurance** policy to be provided in the name of NECM, with no deductible payable by the Owner, with the same limits required for the General Liability Insurance. A copy of the declaration page must be included with the certificate of insurance.
- d. **Worker's Compensation** as required by Connecticut Law.

Certificates of coverage on motorized equipment, cars and trucks, including non-ownership and hired vehicles shall also be filed.

Any subcontractor shall be likewise covered and shall furnish certificates of coverage acceptable to the Owner prior to the execution of a contract between the Owner and the General Contractor. Further any subcontractor engaged to work on this project subsequent to such contract execution, shall be required to furnish such certificates of insurance before starting any work on this contract.

All policies and/or certificates shall have a ten (10) day written notice to NECM of expiration or cancellation.

**29. Bond Requirements**

For all contracts valued in excess of \$100,000.00, the awarded contractor shall provide the following bonds in the minimum amounts as specified herein.

- a. **Labor and Materials Bond** in the amount of 100% of the Total Proposal Price guaranteeing to the Owner payments for all labor, materials, and equipment utilized in the completion of work under the Contract in the amount of contract award.
- b. **Performance Bond**, guaranteed by Surety licensed to do business in Connecticut, in the amount of 100% of the Total Proposal Price guaranteeing to the Owner the completion of the Contract.
- c. **DRS Guarantee Bond** (for out-of-state contractors only); A nonresident contractor working in Connecticut and a surety company licensed to do business in Connecticut shall use Form AU-766 enclosed to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in the state.

All bonds shall be guaranteed by Surety licensed to do business in Connecticut.

It is distinctly agreed and understood that any changes in plans and/or specifications for this work, whether such changes increase or decrease the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the Contractor.

**30. Permits**

The Contractor shall at its own expense take out and possess all necessary permits if required and licenses required by law and necessary for the prosecution of the work under this Contract; including the posting of all bonds and payment of all fees and charges incidental to the due and lawful prosecution of the work covered by the Contract.

**31. Safety**

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State, Municipal, and

Local regulations, laws, ordinances and Regulations affecting those employed and any affecting the conduct of the work.

Not later than thirty (30) days after the date a contract is awarded, the awarded contractor shall furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public project, pursuant to such contract, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration, or in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

**32. Personnel Requirements**

All work under the contract shall be performed by competent and proficient tradesman employed by the Contractor and under his supervision. Helpers and Apprentices may be used, but only under direct supervision of the job Foreman.

**33. Prevailing Wage Rates**

Pursuant to C.G.S. 31-53, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of C.G.S. 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**34. Subcontractors**

Notwithstanding the provisions set forth in Article 20 of this Section, the Contractor shall not sublet any portion of the work without written permission. In no case may it sublet more than 49% of the monetary value of the Contract (i.e. the major units of work of the Contract shall be performed by the Contractor). For the purposes of this section, costs attributable solely to materials purchase costs shall neither be attributable to general contractor nor subcontractor.

Subcontractors for this contract must be clearly identified, both within Section 004200 Bid Form and within CHRO Contract Compliance Monitoring Report, as part of its bid submission. Consistent with C.G.S. 4b-96, within five days after being notified of a contract award, the contractor shall present to each listed subcontractor a subcontract, in the form set within said statute. Further, if seeking approval for a substitute subcontractor, the Contractor shall provide to the Owner (a) documents relative to the contractor's presentation of a subcontract to the replaced subcontractor, and (b) communications to or from such subcontractor after such presentation.

If the Contractor sublets any part of the work, this does not relieve it or the bonding company of liabilities and obligations to the Owner. There is no contractual relationship between any subcontractor and the

Owner. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Owner. Disposal must be for a cause only.

36. **Non-Collusion**

The individual signing this bid hereby declares that no person or persons other than members of his/her own organization are interested in this Proposal or in the contract proposed to be taken; that it is made without any connection with any other person or persons making proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by NECM is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of NECM.

An affidavit form is included with this document; bidders are required to complete the form and include with their bid response.

**BID PROPOSAL**

**Installation of Air Conditioning System  
New England Carousel Museum  
95 Riverside Avenue, Bristol CT**

New England Carousel Museum, Inc.  
95 Riverside Avenue  
Bristol, CT 06010

To the New England Carousel Museum:

The undersigned hereby declares that no Person or persons other than members of his own organization are interested in this Proposal or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by NECM is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of NECM. It is understood that the Owner, its agents and employees, are not to be, in any manner, held responsible for the accuracy of, or bound by any estimates relative to the work; all such estimates are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has examined the site of the work, the general information, the plans and specifications and the form of contract, and will contract to provide all necessary tools, apparatus, freight, cartage and expense, and to do all the work and furnish all materials necessary to construct the proposed work in the manner and upon the conditions specified and the terms which follow herein.

The undersigned also agrees to furnish satisfactory performance and payment bonds with surety and to execute and deliver within 15 days after the notice of award, a formal contract with NECM for the fulfillment of this Proposal; and it is agreed, in case of failure or neglect on the part of the undersigned to do so, the Owner may determine the contract abandoned and declare the Proposal and acceptance null and void. The Owner may, at its option, declare the bid bond forfeited. No bid may be withdrawn for a period of 90 days after the opening of the bids.

The undersigned agrees to construct complete in place, including all labor, materials and equipment, "Installation of Air Conditioning System" according to the attached specifications and plans for the unit prices and/or lump sum prices hereinafter listed, times the actual quantities of the completed work as computed by the Engineer.

The undersigned declares that the bidder is:

(a) A CORPORATION organized under the laws of the State of \_\_\_\_\_ having its principal office at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The principal officers, with their respective titles and addresses, are as follows:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) A PARTNERSHIP consisting of the following individuals with their addresses:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

(c) AN INDIVIDUAL by the name of \_\_\_\_\_

and doing business as \_\_\_\_\_

**BID PROPOSAL**

In accordance with the attached specifications entitled "**Installation of Air Conditioning System**"; the undersigned agrees to perform the construction operations outlined within these specifications at the costs noted below:

<u>Item</u>	<u>Description</u>	<u>UOM</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
1	Installation of Air Conditioning System	LS	1		_____

The TOTAL AMOUNT of this Bid, as computed by the Bidder is:

\_\_\_\_\_ DOLLARS

and \_\_\_\_\_ CENTS. \$ \_\_\_\_\_

**BREAKDOWN BY COST AND TRADES**

In order to properly evaluate the proposal, the following information is required. The Scope of Work to be awarded will not be influenced by the cost and quantity information provided here.

**Cost:**

Total Material	\$ _____
Total Labor Cost	_____
Equipment	_____
Subcontractor(s)	_____
Total Applicable Sales and Use Taxes	_____
Total Bond Cost	_____
Allowances	_____

**Total Bid** (same amount as shown above) \$ \_\_\_\_\_

**Total Estimated On-Site Man Hours** \_\_\_\_\_



The undersigned is familiar with the conditions surrounding this call for bid and is aware that the Owner reserves the right to reject any and all bids or to accept any bids whether lowest or not if deemed for the best interest of the Owner, and is submitting this bid without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm/Company

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/Town                      State/Zip Code

\_\_\_\_\_  
City/Town                      State/Zip Code

Dated at \_\_\_\_\_, \_\_\_\_\_ this

\_\_\_\_\_ day of \_\_\_\_\_, 2019

**ADDENDA RECEIVED**

Number	Date
_____	_____
_____	_____
_____	_____

**REFERENCES FOR SIMILAR WORK:**

	COMPANY NAME/ADDRESS/PHONE NUMBER	REPRESENTATIVE
1.	_____ _____	_____
2.	_____ _____	_____
3.	_____ _____	_____

**LICENSES:**

	COMPANY NAME/ADDRESS/PHONE NUMBER	REPRESENTATIVE
1.	_____ _____	_____
2.	_____ _____	_____
3.	_____ _____	_____

**PROPOSED SUBCONTRACTORS:**

COMPANY NAME/ADDRESS/PHONE NUMBER

REPRESENTATIVE

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SITE VERIFICATION FORM

**Installation of Air Conditioning System  
New England Carousel Museum  
95 Riverside Avenue, Bristol CT**

AN INDIVIDUAL by the name of \_\_\_\_\_

and representing \_\_\_\_\_  
(Company Name)

hereby attest that I have field walked the sites for the above referenced project and am familiar with the existing conditions.

\_\_\_\_\_ By: \_\_\_\_\_  
date signature

\_\_\_\_\_  
title

**NEW ENGLAND CAROUSEL MUSEUM  
BRISTOL, CONNECTICUT  
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities to any official or employee of the New England carousel Museum responsible for awarding or administering this bid or contract.

**Please complete and sign**

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

---

**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____



1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

Project: Installation Of Air Condition System

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 26279

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Bristol  
State# FAP#:

Project: Installation Of Air Condition System

**CLASSIFICATION** **Hourly Rate** **Benefits**

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings) 38.25 27.96

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 7\*\*

1c) Asbestos Worker/Heat and Frost Insulator 40.21 29.30

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	34.72	32.55 + a
3b) Tile Setter	34.90	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
3e) Plasterer	33.48	32.06

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	30.75	20.84
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.00	20.84
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.25	20.84
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	31.75	20.84
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.50	20.84

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

4e) Group 6: Blasters, nuclear and toxic waste removal.	33.75	20.84
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.75	20.84
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.03	20.84
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.49	20.84
4i) Group 10: Traffic Control Signalman	18.00	20.84
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Vinyl Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	33.53	25.66

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

5a) Millwrights	34.04	26.09
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.50	28.61+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
---	-------	-----------

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77
---	-------	-------

----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
--	-------	-----------

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
--	-------	-----------

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
--	-------	-----------

**As of: Friday, June 21, 2019**



Project: Installation Of Air Condition System

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	39.48	24.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	38.20	24.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	37.79	24.80 + a

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	37.34	24.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	35.24	24.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	35.24	24.80 + a
Group 12: Wellpoint operator.	35.18	24.80 + a
Group 13: Compressor battery operator.	34.58	24.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	33.41	24.80 + a

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a
--	-------	-----------

Group 16: Maintenance Engineer/Oiler.	32.32	24.80 + a
---------------------------------------	-------	-----------

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a
---	-------	-----------

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	34.26	24.80 + a
---	-------	-----------

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	33.62	21.05
-----------------------	-------	-------

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

10b) Taping Only/Drywall Finishing	34.37	21.05
10c) Paperhanger and Red Label	34.12	21.05
10e) Blast and Spray	36.62	21.05
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	36.70	19.85

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

14) Roofer (slate & tile)	37.20	19.85
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade	42.62 31.21

-----TRUCK DRIVERS-----

17a) 2 Axle	29.51	24.52 + a
17b) 3 Axle, 2 Axle Ready Mix	29.62	24.52 + a

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

17c) 3 Axle Ready Mix	29.67	24.52 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.72	24.52 + a
17e) 4 Axle Ready Mix	29.77	24.52 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.98	24.52 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.77	24.52 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a

**As of: Friday, June 21, 2019**

Project: Installation Of Air Condition System

19) Theatrical Stage Journeyman

25.76

7.34

***As of:* Friday, June 21, 2019**

## Project: Installation Of Air Condition System

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

- Crane with 150 ft. boom (including jib) - \$1.50 extra*
- Crane with 200 ft. boom (including jib) - \$2.50 extra*
- Crane with 250 ft. boom (including jib) - \$5.00 extra*
- Crane with 300 ft. boom (including jib) - \$7.00 extra*
- Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of: Friday, June 21, 2019**



Project: Installation Of Air Condition System

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of: Friday, June 21, 2019**



Opportunity \* Guidance \* Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**



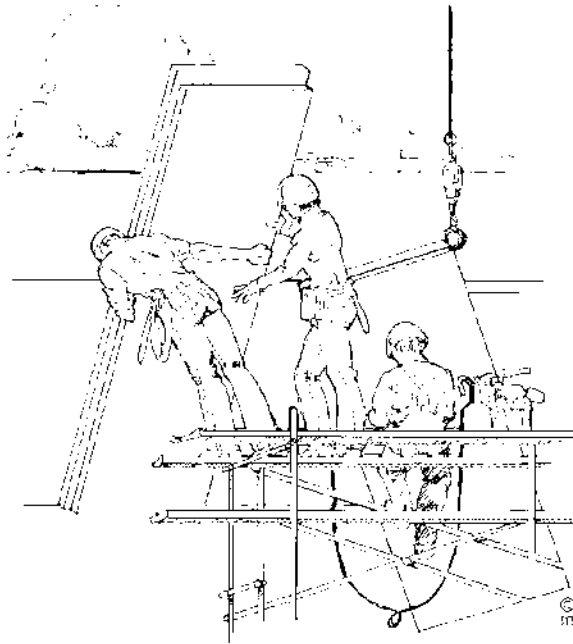
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with  
\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Date Issued: \_\_\_\_\_

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

<b>Connecticut Department of Labor</b> <b>Wage and Workplace Standards Division</b> <b>200 Folly Brook Blvd.</b> <b>Wethersfield, CT 06109</b>																
<b>PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS</b>  <b>WEEKLY PAYROLL</b>																
<b>CONTRACTOR NAME AND ADDRESS:</b>																
<b>WORKER'S COMPENSATION INSURANCE CARRIER</b>																
<b>CONTRACTOR NAME AND ADDRESS:</b>																
<b>SUBCONTRACTOR NAME &amp; ADDRESS</b>																
<b>POLICY #</b>																
<b>EFFECTIVE DATE:</b>																
<b>EXPIRATION DATE:</b>																
PAYROLL NUMBER	Week-Ending Date	PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS	CHECK # AND NET PAY
						S	M	T	W	TH	F	S				
<b>HOURS WORKED EACH DAY</b>																
<b>TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)</b>																
<b>BASE HOURLY RATE</b>																
<b>TOTAL FRINGE BENEFIT PLAN CASH</b>																
<b>1. \$</b>																
<b>2. \$</b>																
<b>3. \$</b>																
<b>4. \$</b>																
<b>5. \$</b>																
<b>6. \$</b>																
<b>1. \$</b>																
<b>2. \$</b>																
<b>3. \$</b>																
<b>4. \$</b>																
<b>5. \$</b>																
<b>6. \$</b>																
<b>1. \$</b>																
<b>2. \$</b>																
<b>3. \$</b>																
<b>4. \$</b>																
<b>5. \$</b>																
<b>6. \$</b>																
<b>1. \$</b>																
<b>2. \$</b>																
<b>3. \$</b>																
<b>4. \$</b>																
<b>5. \$</b>																
<b>6. \$</b>																
<b>1. \$</b>																
<b>2. \$</b>																
<b>3. \$</b>																
<b>4. \$</b>																
<b>5. \$</b>																
<b>6. \$</b>																
<b>1. \$</b>																
<b>2. \$</b>																
<b>3. \$</b>																
<b>4. \$</b>																
<b>5. \$</b>																
<b>6. \$</b>																

12/9/2013 \*IF REQUIRED

WWS-CPI

PAGE NUMBER \_\_\_\_\_ OF \_\_\_\_\_

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_  
 (Signature) (Title) Submitted on (Date)



## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

***Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.***

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**



- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***\*License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6543.*

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators  
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

## CONSTRUCTION CONTRACT

**THIS AGREEMENT**, made and concluded by and between the **New England Carousel Museum, Inc.**, a Corporation organized and existing under the laws of the State of Connecticut, acting herein by its Director, duly authorized, hereinafter designated the "Owner", party of the first part and **[Company Name]**. (being the party named in the attached copy of the Proposal), hereinafter designated the "Contractor", party of the second part.

**WITNESSETH**, that said Contractor has agreed, and by these presents does for its, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Owner for the consideration hereinafter mentioned and contained, and under the penalty expressed in Bonds hereunto annexed, that said Contractor shall and will, at his, its, or their own proper charge, costs and expense do and perform all the work and furnish all materials and labor necessary or proper, and build in good, firm and in substantial manner, with appurtenances of every kind complete in accordance with this Contract and the specifications which are a part hereof, and in accordance with such further plans and directions as have been made or may be made from time to time the work referred to as "**[contract name]**" in the amount of **[Contract amount in words]** (**[Contract amount in number format]**).

All to be in accordance with the terms of the Proposal for said work submitted to the Owner on **[bid due date]** and made a part of this Contract.

The Instructions to Bidders, the Bid Proposal, General Provisions, the Specifications, together with Special Provisions, Addenda and the Bonds and any and all additions which may be inserted or attached to any or all of the sections listed above, together with the drawings named in the Instructions to Bidders are made a part of this Contract. The general features of said work are shown in the drawings referred to above which are made a part of this Contract. The Engineer shall furnish the Contractor with additional plans as may be necessary to show the details of construction, which are to be considered as illustrating the requirements and specifications set forth in this Contract and are to be followed by the Contractor in carrying out the work done hereunder. All work is to be performed under the direction and inspection of the Engineer who shall interpret the intent and methods described in the plans and specifications.

The Contractor agrees to indemnify, defend, and save harmless, the Owner, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of C.G.S. 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their







**WAIVER OF NOTICE OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS**

The undersigned, being all of the Board of Directors of [COMPANY NAME]

hereby waive written notice of a Special Meeting of the Board of Directors to be held at the Office  
of \_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
PROJECT SIGN**

8'-0"

4'-0"



NAME OF THE PROJECT 

**NAME OF THE SPONSOR/DEVELOPER**

Constructed in cooperation with the

STATE OF CONNECTICUT  
NED LAMONT, GOVERNOR

Department of Economic and Community Development  
David Lehman, Commissioner

and the  
Name of Town/City  
Name of Chief Elected Official and title

Name of Architect Contractor Name of General

**SIGN PANEL:** 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

**COLORS:** ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

**TYPEFACE:** HELVETICA MEDIUM

**LOCATION:** SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

**STATE SEAL & DECD LOGO:** ATTACHED

STATE SEAL



DECD LOGO



## GENERAL PROVISIONS

### 1. INSPECTION:

Inspectors representing the Engineer shall be authorized to inspect all work done and all materials furnished including the manufacture of said materials. Should a dispute arise as to the work performed or the materials supplied, the inspector may suspend the work or reject the material. The question of suitability will be decided only by the Engineer. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor approve or accept any portion of the work, or issue any instructions contrary to the plans and specifications. No advice given by the inspector shall be binding on the Owner or release the Contractor from his obligations. The inspector shall perform no other duties than to inspect the work or materials; he shall not interfere with nor take part in the management of the work.

### 2. ENGINEER TO BE JUDGE OF WORK:

The Engineer shall be the judge of the character, nature and fitness of all work and materials furnished under the contract and the amount, quality and classification of the several kinds of work for which payment is to be made and he shall decide as to the meaning, intent and performance of the contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under the Contract.

### 3. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specifications in general, the drawings shall be considered to supersede the written specifications.

### 4. LOCATION OF MAJOR COMPONENTS OF THE WORK:

Major components of the work will be located and staked substantially as indicated on the drawings but the right is reserved by the Engineer to make such modification in the location as may be found necessary. Payment for such variations or changes will be at the unit prices for like work listed in the Proposal.

5. LAYOUT OF THE WORK:

The Engineer will have the necessary base lines and control grades staked out as required for the satisfactory completion of the work under this Contract. The Contractor shall use all reasonable precautions to prevent such lines and grades from being disturbed. The cost of resetting any stakes required to be reset because of lack of such reasonable precaution by the Contractor, his men, his equipment or anyone indirectly connected with the job may be charged to the Contractor. The Contractor shall furnish a person or persons to assist in placing stakes, cutting of brush and such other assistance as may be called for by the Engineer. If, at any time, the Contractor has reason to believe the stakes are wrong, the Contractor shall notify the Engineer. Any work put in that is obviously wrong shall be removed and corrected at the Contractor's expense. The Contractor shall layout his work from the base lines and control grades set by the Engineer. The Contractor shall give all necessary assistance to the inspector in checking the line and grade of the work.

6. SUBMITTALS:

The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Engineer, all of which shall be subject to the approval of the Engineer.

7. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specification in general, the drawings shall be considered to supersede the written specifications.

8. ADDITIONAL PLANS TO BE FURNISHED AS REQUIRED:

The general features of said work are shown on the Contract drawings on file in the office of the Engineer and the Engineer will furnish the Contractor with such additional plans as may be necessary to show the details of construction which are to be considered as illustrating the requirements set forth in the Contract and Specifications and are to be followed by the Contractor in carrying out the work done thereunder. When requested by the Engineer, the Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work, which shall be subject to the approval of the Engineer.

9. CHANGES AND EXTRA WORK:

The Engineer shall have the power and without notice or approval of Surety, to alter and change the work herein contemplated, in a manner not inconsistent with the general project. This may be done either before the signing of the Contract or after starting of the work, or the Engineer may order in writing any extra work which may be deemed necessary in connection with the work. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Engineer and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

For work done under "Cost Plus", the compensation shall be as follows:

- (a) Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
- (b) Actual cost for material used on job.
- (c) Power operated equipment as set forth in the equipment schedule applying to like jobs.

If equipment rental rates are agreed to, no percentage shall be added to these amounts.

Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% for overhead and profit for the General Contractor.

10. CLAIM BY CONTRACTOR FOR EXTRA WORK:

Should the Contractor feel it has an extra payment due for extra work performed or materials furnished or damages sustained in connection with any unit of the work, it shall present its claim in writing to the Engineer within ten (10) days after said extra work, furnishing extra materials or damages, itemized labor, material (including vouchers) and equipment used. The Engineer will review the claim and secure such advice and guidance from the proper authority or disinterested persons as may be necessary to properly settle said claim. No claim entered after ten (10) days or not in proper form will be accepted by the Engineer. A claim for extra work by the Contractor shall not be a reason to suspend works. The Contractor shall continue work during the resolution of the claim for extra work.

11. CONTRACTOR RESPONSIBLE FOR ENTIRE WORK UNTIL ACCEPTED:

The Contractor shall have charge of and be responsible for the entire work until its final completion and acceptance, and any imperfect or unfaithful work or defective materials

that may be discovered at any time before the final completion and acceptance of the work or work injured or destroyed by the elements or the public, shall be corrected immediately on the requirement of the Engineer.

The presence of an inspector shall not relieve the Contractor of responsibility because of failure due to poor materials or workmanship and if the work is obviously constructed in error.

12. PROGRESS SCHEDULE:

The Engineer will require that the Contractor submit a schedule of his work. The schedule may be subject to amendment as work progresses. NECM reserves the right to withhold periodic payments pending the submission of an updated schedule.

13. WORK AND MATERIALS TO BE OF BEST QUALITY:

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of this type. All materials shall be used in conformance with the manufacturer's recommendations. The absence of requirements or details in the specifications or drawings which are usually included in first-class construction of this kind shall not excuse the Contractor for their omission in his work. The Engineer will reject all defective or damaged materials or any material not in his opinion in conformity with the specifications. Materials rejected shall be set aside, conspicuously marked and removed from the site promptly. The Contractor shall furnish the Engineer with copies of delivery slips showing materials delivered, if so requested.

14. DEFECTIVE WORK:

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein specified, and any defective work shall be made good, and any unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. This shall cover any material furnished by the Owner which shall be damaged or rendered defective by handling or improper installation by the Contractor, his agents or employees and shall be made good and replaced at the Contractor's own expense.

15. WORKERS, SUPERVISION, AND MAINTENANCE:

The Contractor shall employ only competent, faithful, skilled, and proficient tradespeople to do the work required of them, and whenever the Engineer shall inform it that any man on the work is in his opinion incompetent or unfaithful, he shall discharge it from the work and shall not again employ it for work under this Contract. Helpers and Apprentices may be used, but only under direct supervision of the Job Foreman.



The Contractor shall keep a competent superintendent on the Project whenever work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

Any Contractor whose place of business is located outside the City of Bristol must make arrangements satisfactory to the Engineer for emergency repair work or protection that may be necessary during periods of shutdown of the work. If this is not done, the Engineer will make arrangements and any cost will be deducted from monies due the Contractor.

16. COMPLIANCE WITH LAW:

The Contractor shall keep itself informed of all existing laws, State, Federal, Municipal Ordinances and Regulations affecting those employed and any affecting the conduct of the work and shall protect and indemnify NECM, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by itself or his employees. All work performed and equipment used shall comply with all pertinent OSHA, Federal, State and Local Regulations.

17. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the owner) enter or occupy with men, tools, material or equipment, any land outside the rights of way or property of the Owner. In general, the Contractor shall park its equipment and store its material on the Owner property, subject to Owner's designation of such space as defined within the project specifications.

18. WATER:

The Contractor must make arrangements for securing water needed as part of the work and it shall be classed as materials furnished by the Contractor with cost included in the several items of the Contract.

19. DRINKING WATER AND SANITARY CONVENIENCES:

Drinking water shall be provided from an approved source, kept safe and fresh and served in simple service paper cups. Sanitary conveniences shall be provided for workmen on the project in strict accordance with the health regulations of the Owner.

20. OBLIGATION AND LIABILITY OF CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools and appliances unless otherwise specified and everything necessary or proper for performing and completing the work and within the time specified herein. It shall complete the work to

the satisfaction of the Engineer and at the prices in the Proposal or as agreed under extra work.

The Contractor shall coordinate his operations with other contractors that may be working in the project area.

The Contractor shall take all responsibility for work done under this Contract, for protection of work, for injuries to employees, for injuries to the public and damage to property and utilities on or about the work and the responsibility of anyone hired by it directly or indirectly. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor, the Owner, and shall indemnify, save harmless and insure the Owner, its officers or agents against all claims arising from the work under this Contract.

If, at any time, in the opinion of the Engineer, work is not properly barricaded and in all respects safe, both in respect to the work completed or for the workmen and/or adjacent property, public or private, and circumstances are such that the Contractor after being notified, or if he cannot be readily reached, or he cannot or does not remedy the conditions immediately, then the Engineer may have the conditions rectified and the Contractor shall pay all expenses for said material, labor, etc., or it may be deducted from monies due it. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

The Contractor shall execute the work in such a manner as to prevent accidents or injury to persons and to interfere as little as possible with public travel; and shall provide railings or suitable barricades to exclude persons and animals from open trenches and obstructions; and shall employ a watchman or additional safeguards when and as required or necessary. Warning signs shall be provided on streets adjacent to the project for 100 feet before beginning of construction and maintained until final acceptance or the approval of the Engineer secured. These shall be properly lighted from sundown to sunrise. Color of all warning lights shall be amber. Barricades and lights shall be maintained along the line of open excavations, closed sections of road; and from sundown to sunrise shall have sufficient warning lights.

If the Contractor, upon order of the Engineer or his agent, does not comply with the above, the Owner may take such steps as are necessary and deduct the cost from monies due the Contractor. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

21. SUBLETTING OR ASSIGNMENT:

The Contractor shall not sublet any portion of the work without written permission. In no case may he sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor.

If the Contractor sublets any part of the work, this does not relieve it or the bonding company of liabilities and obligations to the Owner. There is no contractual relationship between any subcontractor and the Owner. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Owner. Disposal must be for a cause only.

22. WORK AREA:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused or surplus material placed by it on or in the vicinity of the work or resulting from the prosecution thereof; and restore the property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property caused by the Contractor in the prosecution of the work.

During the progress of the work, and until final acceptance of the work, the Contractor shall maintain all occupied spaces. Settlements shall be repaired to the full satisfaction of the Engineer at the Contractor's expense. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

The Contractor shall make arrangements for disposal of surplus materials. The cost of disposal, landfill permits, associated dumping fees, shall be considered included in the total bid amount. The job site shall be left in a clean condition meeting the full satisfaction of the Engineer.

23. PROGRESS AND FORFEITURE OF CONTRACT:

If at any time the Engineer shall be of the opinion that the said work is unnecessarily delayed, and will not be finished in the prescribed time, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith, he shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) days thereafter, take such measures as will in the judgement of the Engineer insure the satisfactory completion of the work, the Engineer may then, in writing, notify the Contractor to discontinue all the work under the Contract. The Contractor shall immediately respect said notice and stop work and cease to have any rights to possession of the ground and shall not remove any portion of the plant or any materials after receiving such notice. The Engineer shall notify the Contract Surety, in writing, of his action and the reason(s) for such action. The Engineer shall report his actions to the Owner together with the reason(s) for such actions.

The Owner shall take such action as it deems necessary to complete the work under the Contract to the Owner's satisfaction. The Owner may rescind the Engineer's notice to the Contractor to discontinue work and order the Contractor to complete the Contract within such terms as it may specify or the Owner may inform the Contract Surety of its (Contract Surety's) responsibility to complete the work as specified under the terms of the Contract. Surety shall elect to complete the work or have the Owner complete it. If the Owner completes the work, it shall thereupon have the power to direct the Engineer to place such and so many persons as he may deem advisable by contract, or otherwise, to work at and complete the work herein described and to use such materials as he may find upon the line of said work, or to procure other materials for the completion of the same and to charge the expense, whether of labor or materials, or otherwise. to the Contract and the expense so charged shall be deducted and paid by the Owner out of such monies as may be then due or may at any time thereafter become due to the Contractor under and by virtue of the Contract or any part thereof; and in case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, said Surety shall be entitled to receive the difference. In case such expense is greater, the Contract Surety shall pay the amount of such excess due to the Owner.

24. DELAY IN TIME OF COMPLETION, NO CLAIM FOR DAMAGES:

The Owner may reasonably delay the beginning of the work or any part thereof, if necessary because of weather conditions. The Contractor shall have no claim for damages on account of said reasonable delay, but if a time clause is carried in the Contract, so much additional time shall be allowed as the Engineer computes such delay has influenced the completion by the Contractor. The Engineer shall certify such additional time in writing.

In case the Contractor shall suffer damage from loss of time, where the same is caused by or under the direction of the Owner, the condition of the weather, or by any circumstances so unusual that they could not be foreseen previous to or avoided during the construction of the work (all of which shall be determined by the Engineer who shall certify the same in writing); the time during which work was so suspended shall be excluded and the time of completion extended by a corresponding number of days.

Neither an extension of time for any reason beyond the date fixed for the completion of the work, nor the acceptance of any part of the work comprised in these specifications subsequent to the said date, shall be deemed to be a waiver by the said Contractor of the right to abrogate the Contract for abandonment or delay in the manner herein provided.

25. STORAGE OF MATERIALS AND EQUIPMENT:

The Contractor shall make arrangements to store his material, vehicles, equipment, etc.

During the prosecution of the work, the Contractor shall not store material, equipment, vehicles, etc. within any travel way in such a manner so as to block or interfere with the flow of traffic within the travel way.

26. GUARANTEES:

The Contractor shall guarantee all his work to be free from defects due to workmanship or material used for a period of one (1) year from the final completion of all work on the Contract. Said one (1) year period shall begin on the date of payment of the semi-final estimate by the Owner.

Should the Contractor, during the guarantee period upon notification by the Engineer in writing within five (5) days, fail to begin making necessary repairs to the satisfaction of the Engineer, action may be taken by the Engineer to have the repairs made either by using the Owner's own men and equipment, by force account or cost plus method, or by contract between the Owner and a contractor selected by the Owner. The cost shall be taken from monies due the Contractor. Any cost exceeding that held shall be paid by the Contractor or the Owner may call upon the bond Surety to pay said extra cost.

27. CONTRACTOR, HIS INSURANCE CARRIER AND BOND SURETY, LIABLE FOR CLAIMS OR DAMAGES:

It shall be the duty of the Contractor and his Insurance Carrier and Bond Surety to indemnify and save harmless the Owner from all suits or actions of any name or description, brought against them or the Owner for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his agents or employees in the construction of the work, or in consequence of any negligence in guarding the same or any improper materials used in its construction or by or on account of any act or omission of the Contractor, his agents or employees.

28. PARTIAL PAYMENT ESTIMATES:

Within three (3) days after the end of a month in which substantial work has been performed, the Engineer will prepare an estimate of the work performed to date and the amount of monies due the Contractor for said work. The Engineer shall utilize all available job records in preparing said estimate including requests for payment by the Contractor. The payment estimate shall be the total number of units of work completed in acceptable manner at the unit price (or % of the lump sum price) stated in the Proposal. Extra work will be computed and paid as stated on the Extra Work Order accepted by the Contractor and approved by the Owner. The payment estimate shall be submitted to the Contractor and he shall indicate his acceptance by signing said payment estimate. The payment to the Contractor shall be in the amount of 95% of the estimated amount due, minus previous payments and minus any monies retained by the Owner for purposes hereinbefore

specified. Payments shall be made to the Contractor as soon as disbursement policies of the Owner allow, generally within 30 days of approval of the payment.

The amount retained shall be held by the Owner until final completion of the work. Partial payments do not constitute acceptance of the work or any portion thereof. The presence of the Engineer, or his representative, on the work or inspection of said work in progress does not constitute acceptance of the work, materials used or furnished until final completion of the entire work contemplated under the Contract.

29. SEMI-FINAL PAYMENT ESTIMATE:

Upon completion of all work under this Contract in acceptable manner, the Engineer will certify to the Contractor in writing completion of the work in conformance with the plans and specifications. The Engineer will then prepare "as built" quantities as measured during and/or upon completion of the work. The semi-final payment shall be in the amount of 95% of the final payment due, minus previous payments and minus any monies retained by the Owner as hereinbefore specified under "Partial Payments" above. The 5% retained shall be withheld by the Owner for a period of one (1) year following payment of the semi-final payment estimate.

The Performance Bond and Labor and Material Payment Bond shall not be released until final payment and final acceptance of the entire work is made as a guarantee against claims and suits that may be entered against the Owner for actions or negligence of the Contractor in the performance of the work. The 5% is retained to guarantee the repairs that may be ordered by the Engineer for defective materials or workmanship during the one (1) year maintenance period. The Owner reserves the right to retain in excess of the 5% should it deem additional guarantee necessary for legal claims against the Owner resulting from actions under this Contract.

30. FINAL PAYMENT:

At the end of the one (1) year guarantee period, the Engineer shall inspect the work and shall notify the Contractor of any defects not previously rectified. When the whole work is confirmed to be fully complete in conformance with the plans and specifications with no defects, the Engineer shall prepare a final payment, which payment shall be all monies due the Contractor for the total work performed under this Contract less previous payments, monies deleted for uncorrected deficiencies, or Payments of claims or damages to others paid by the Owner resulting from actions under this Contract. The final payment will not be made until the Owner is satisfied that said Owner, its agents and employees, are not liable to suits and claims resulting from work under this Contract and that all bills for labor and materials used in the Contract have been paid in full.

The Contractor will be required to sign a certificate that this final payment liquidates the Contract and releases the Owner from any claims by it under the Contract. Said final

payment will be made to the Contractor as soon thereafter as the disbursement policies of the Owner permit. The final payment to the Contractor will constitute final acceptance of the entire work by NECM.

## SPECIAL PROVISIONS

The Requirements of Special Provisions shall supersede all other contract provisions, General & Technical Specifications.

No separate payment for Special Provisions shall be made unless otherwise noted. All costs associated with implementing or completing the Special Provisions shall be incorporated into payment items in this contract.

### INDEX TO SPECIAL PROVISIONS

1. CONTRACT QUANTITIES
2. MEASUREMENT & PAYMENT
3. PROJECT SCHEDULE
4. MATERIAL TESTING AND CONFORMANCE
5. SITE PREPARATION, CLEANUP, & MISCELLANEOUS WORK
6. CONTRACTOR SITE VISIT
7. COORDINATION WITH PUBLIC UTILITIES
8. CONSTRUCTION TRAILER
9. STAGING/MATERIALS STORAGE AREA

#### 1. CONTRACT QUANTITIES

Bidders shall be advised, that NECM reserves the right to order work under all bid items detailed within this contract, therefore contractors shall be prepared to perform work on each work item at the contractor bid price. Failure to perform the referenced work will constitute a breach of contract and result in termination of the contract.

BIDDERS ARE HEREBY NOTIFIED THAT THE ESTIMATED UNIT QUANTITIES CONTAINED IN THIS PROPOSAL ARE PROVIDED SOLELY FOR THE PURPOSE OF EVALUATING THE COMPETITIVENESS OF BIDS AND MAY VARY.

THE ACTUAL QUANTITIES OF WORK ORDERED UNDER THIS CONTRACT FOR ANY PARTICULAR ITEM MAY VARY GREATLY FROM THE REPRESENTATIVE/LISTED QUANTITIES AND THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES BASED UPON SUCH VARIANCE.

NECM RESERVES THE RIGHT TO ELIMINATE ALL OR PORTIONS OF BID ITEMS.

#### 2. MEASUREMENT & PAYMENT– SECTION 013300

All units of work shall be paid for as defined in section 013300 entitled “Measurement & Payment.” The Requirements of the Measurement & Payment section shall supersede all other contract provisions, General & Technical Specifications relating to measurement & payment.

#### 3. PROJECT SCHEDULE

The Contractor shall call the Engineer prior to the start of any work associated with this Contract. A



detailed construction schedule is required to be submitted within two weeks of Notice of Award.

No work will be performed at night or on Sundays or legal holidays except in case of emergency and only to the extent necessary to comply with the emergency work. Emergency work may include but not be limited to, removal of material from culverts and bridges and removal of active blockages which would cause more severe flooding conditions under predicted conditions.

The normal work day shall be considered as any eight (8) hour period falling between 7:00 am and 5:00 pm, Monday through Friday. The successful Bidder/Contractor must commence work no later than **thirty (30) days** after the Contract Signing and shall be completed within **one hundred and ten (110) calendar days** after the date of the commencement or as ordered by the Engineer. Liquidated damages of two hundred dollars (\$200.00) per day shall be paid by the contractor to the Owner for each calendar day, or portion thereof, over the contract time frame that work is not completed.

By joint agreement between the Engineer and the Contractor, a later date may be set for beginning work, if such delay is caused beyond the control of the Contractor or the Owner. Special clearance will be required for work outside these times.

The Contractor shall submit to the Owner a detailed construction schedule prior to the start of any work and it shall be updated and submitted to the engineer a minimum of every 30 days. The schedule shall include shop drawing submittals, material lead and delivery dates, mobilization, storm drainage and utility installation as well as all other items of work.

#### **4. MATERIAL TESTING AND CONFORMANCE**

The Contractor shall submit all materials certificates, and when required by the Engineer, submit samples, certified test reports, affidavits, etc., promptly after award of the Contract and acceptance of the Contractor's bonds. The Contractor shall furnish the requested samples without charge.

The Owner reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specification.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with the Contract requirements.

Any materials incorporated in the work prior to the submission of materials certificates and certificates of compliance shall be considered as defective and unauthorized and shall be removed and replaced.

No separate payment will be made for Testing and Conformance. Any costs incurred from the performed tests should be included in the prices for the items in the Proposal.

#### **5. SITE PREPARATION, CLEANUP & MISCELLANEOUS WORK:**

Work shall consist of, but not be limited to, all labor, material, equipment, tools required for clean-up and restoration; disposal of materials; mobilization and demobilization; material testing; disposal of surplus materials; etc.; and all other work necessary to complete this Contract; as ordered by the Engineer.

Any items which are to be removed, stored, relocated, and/or replaced which are damaged by the contractor shall be replaced by the Contractor at no cost to NECM.

Upon completion of the work under this contract, the entire work area shall be cleared of all construction debris and shall be restored to as near to the original condition as possible.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost of this work should be included in the unit prices for payment items in this contract.

#### **6. CONTRACTOR SITE VISIT**

Prior to bidding, the Contractor shall visit the site and confirm existing field conditions. The Contractor shall complete the "Contractor Site Verification Form" and submit as part of its base bid.

#### **7. COORDINATION WITH PUBLIC UTILITIES**

If public utilities are encountered during the construction of the Contract, the Contractor will coordinate relocation and/or replacement of the pole, service, or main with the utility. The unit price shall include any additional work to conduct work around existing structures such as manholes, catch basins, curbing, etc. NECM will not provide additional compensation for lost time, down time or demobilization and remobilization due to conflicts from utilities.

The Contractor shall be required to schedule, coordinate, and accommodate all utilities depicted on the plans. Any cost of relocating the utility shall be borne by the Contractor. The Contractor shall be responsible for all costs associated with coordinating and scheduling work with the respective utility company. Cost for this work shall be paid for under general work. The Owner will not provide additional compensation for lost time, down time or demobilization and remobilization due to any work being conducted by a utility company.

#### **8. CONSTRUCTION TRAILER:**

A construction trailer/site office is not required by NECM. If the Contractor wishes to install one, all costs shall be borne by the Contractor. No separate or additional payment shall be made for a construction trailer.

#### **9. STAGING/MATERIALS STORAGE AREA:**

NECM will **not** provide a staging/materials storage area to the Contractor for this project. No separate payments will be made for work associated with storing, transporting, or moving material.

If the Contractor obtains a staging/materials storage area the Contractor shall incur all costs associated with restoring any areas utilized for staging at completion of the project. The Contractor shall be responsible for maintaining erosion control measures at all times at staging/material storage areas.

No separate payments will be made for work associated with obtaining, preparing, maintaining and restoring any staging area(s).