



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Engineering Department

DATE: March 13, 2019

RE: BID NO. 19-01
TOWN OF SIMSBURY
SITE IMPROVEMENTS
ONE OLD BRIDGE
SIMSBURY, CONNECTICUT 06092

MMI #1613-15-10

This **Addendum No. 1** includes clarification, revisions and additions to the documents. Modifications are hereby made to the Project Documents dated March 1, 2019, for the above-referenced project.

REVISIONS

1. Remove "Table of Contents" in its entirety and replace with the "Table of Contents" document, which is attached herein.
2. Remove "Bid Proposal" section from the Front End documents in its entirety and replace with the new "Bid Proposal" document, which is attached herein.
3. Remove "Introduction to the Special Provisions" in its entirety and replace with the new "Introduction to Special Provisions" document, which is attached herein.
4. In Section 01 3520 – Asbestos and Hazardous Materials Notice," remove Section 1.1 B in its entirety and replace with the following: "Examine all Documentation (Appendix B – Milone & MacBroom, Inc. Limited PreDemolition Asbestos and Hazardous Materials Evaluation Report dated July 17, 2018, and Appendix C – Zuvic, Carr and Associates Limited Asbestos Resampling and Retesting Report dated February 28, 2019), and other Sections of the Specifications for requirements affecting the Scope of Work within the Main Site Building of this Section whether or not such Work is specifically mentioned in this Section. "
5. In Section 02 6000 - Miscellaneous Hazardous Materials Removal, remove Section 1.2 C in its entirety and replace with the following: "Refer also to the Table 1 shown in Appendix B (Milone and MacBroom, Inc. Limited Pre-Demolition Asbestos and Hazardous Materials Survey Report dated July 17, 2018), and the table shown in Appendix C (Zuvic, Carr and Associates Limited Asbestos Resampling and Retesting Report dated February 28, 2019) for information related to

hazardous materials that are/may be present and require removal and appropriate disposal prior to demolition."

6. On "Site Details," Sheet SD-3, remove detail 4, "Memorial Boulder Detail" and replace with SK-1 "Memorial Boulder Detail," attached herein.
7. Remove Section 38 "Grant Requirements"

ADDITIONS

1. Information Bulletin Occupational Classifications added to Section 3: Wage and Payroll Requirements
2. Payroll Certification for Public Works Projects added to Section 3: Wage and Payroll Requirements
3. Contracting Agency Certification Form added to Section 3: Wage and Payroll Requirements
4. Contractors Wage Certification Form added to Section 3: Wage and Payroll Requirements

THIS ENDS ADDENDUM NO. 1.

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1613-15-10-f1319-spec 0100 General

Addendum No. 1 – BID PROPOSAL

To: Office of the Finance Director
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Proposal of:

Contractor Name: _____

Street Address: _____

City, State, Zip Code _____

The undersigned further declares that he has carefully examined the site of the work, the information for bidders, specifications, drawings and form of contract and will contract to provide all necessary tools, apparatus and implements, freight, cartage and expense, and to do all work and furnish all the materials necessary to construct the proposed work named on the title page in the manner and upon the conditions specified, and upon the terms which follow herein.

But it is understood and agreed that the prices bid for unit quantities of work in the following items shall control in any contract awarded hereon; that the quantities used are approximate only, being estimated solely for use in comparing bids; and that the following products obtained by multiplying the unit prices bid by the estimated quantities, and the total of those prices are inserted only for the purpose of checking this proposal and for the convenience of the bidder. In the case of error or discrepancies, unit prices govern and written words take precedence over figures.

No bids may be withdrawn for a period of 90 days after the opening of bids without the approval and written consent of the Finance Director. If no award has been made within 90 days after the opening of bids, the bid may be withdrawn upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bond.

And the undersigned agrees to furnish satisfactory performance and payment bonds with surety, and to execute and deliver, within five days after the notice of the award, a formal contract with the Town of Simsbury 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 Town may determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and at the Town's option the amount of the bond or check accompanying the proposal shall be forfeited to the Town of Simsbury, or shall be returned to the bidder in whole or in part.

The undersigned further declares that the bidder is:

- a. A CORPORATION organized under the laws of the State of having its principal office at

The principal officers of said corporation with their respective titles and address are as follows:

- b. A LLC organized under the laws of the State of having its principal office at

The principal officers of said corporation with their respective titles and address are as follows:

- c. A PARTNERSHIP consisting of the following individuals (with their addresses).

- d. An INDIVIDUAL, by the name of _____ and doing business as

The bidder is required to state below what work of a similar character to that included in the proposed contract he has done and give reference that will enable the Town to judge his experience, skill and business standing.

The bidder is required to give a brief description of the plan and general methods proposed for carrying on the work indicating there in whether the plan and equipment are owned or to be hired by the bidder.

BID PRICES

INSTRUCTIONS: Bidder is to write his bid price in words in the blank spaces provided at the end of the description.

The Bidder is advised that the description is only a summary. The lump sum bid shall include all of the items as specified in detail in the contract document.

In case of discrepancies between amounts shown in words and amount shown in figures, BIDDER agrees that amounts shown in words will govern.

BID SCHEDULE

BIDDER'S NAME:

PROPOSAL NUMBER:

19-01

LUMP SUM BASE BID PRICES

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

A. ABATEMENT AND DEMOLITION OF EXISTING STRUCTURE

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the solicitation for the total sum of _____
_____/100 Dollars (write out in words) (\$_____).

B. REMOVAL OF RETAINING WALL AND SLOPE RESTORATION

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the solicitation for the total sum of _____
_____/100 Dollars (write out in words) (\$_____).

C. SITE IMPROVEMENTS

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the solicitation for the total sum of _____
_____/100 Dollars (write out in words) (\$_____).

ALTERNATE BID ITEMS:

No. 1 1 ½" Mill and Overlay Existing Bituminous Concrete Cul-de-sac

Lump Sum Price of:

Written Figures and No/100 Cents

Dollars

No. 2 Porto-let Concrete Pad and Privacy Fence

Lump Sum Price of:

Written Figures and No/100 Cents

Dollars

No. 3 Drake Hill Road Planting

Lump Sum Price of:

Written Figures and No/100 Cents

Dollars

UNIT PRICE BID ITEMS:

Unit Price items are for possible additional items that may be added to the project and are not currently shown as part of the contract documents:

No. 1 Site Furnishings

Barco Products 'The City Line Series' Round Picnic Table, Model No. 07SA2846 – 46" Round Table

Unit Price of: _____ (each)

Written Figures

No. 2 Model No. 07SA2847 – 46" Round ADA Table

Unit Price of: _____ (each)

Written Figures

No. 3 Large Trees: Furnish, Install, mulching and Staking of.....

AB – Canaan Balsam Fir (As specified on Sheet LS)

Unit Price of: _____ (each)

BN – River birch Multi-Trunk (As specified on Sheet LS)

Unit Price of: _____ (each)

CK – Kousa Dogwood (As specified on Sheet LS)

Unit Price of: _____ (each)

JV – Eastern Red Cedar (As specified on Sheet LS)

Unit Price of: _____ (each)

PP – Colorado Spruce (As specified on Sheet LS)

Unit Price of: _____ (each)

AB – Canaan Balsam Fir (As specified on Sheet LS)

Unit Price of: _____ (each)

Unit Price of: _____ (each)

Written Figures

The following addenda for this contract were received:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

Dated at _____, _____
(Town) (State)

This _____ day of _____, 2018

Signed

(Bidder)

By: _____

Business Address:

NOTE:

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- Bid Security
- Non-Collusion Affidavit
- Legal Status Form
- Statement of Bidder's Qualifications
- Simsbury Hold Harmless and Indemnification Agreement

1613-15-10-f1319-spec 0202 Bid Proposal

Addendum No. 1 – INTRODUCTION TO THE SPECIAL PROVISIONS

The following Technical Specifications shall apply to the various items of work, which constitute the construction contemplated under this Contract.

Within the Technical Specifications of this Contract, the following definitions shall apply:

1. Standard Specifications: shall mean the State of Connecticut, Department of Transportation, Bureau of Highways, and "Standard Specifications for Roads, Bridges and Incidental Construction, Form 817." Only those portions of the Standard Specifications that are referred to in the "MATERIALS" and/or "CONSTRUCTION METHODS" section of this Contract's Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications, wherein the following terms are used, they shall mean, respectively:

State, Department, Commissioner, Engineer, Local Agency: Town of Simsbury or their designated representative

Inspector: Representative of MMI, the Local Public Agency or other duly authorized representative.

Laboratory: Laboratory designated by the Engineer, Local Public Agency or Owner.

2. Applicable Safety Code: shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction," the State of Connecticut, Labor Department, "Construction Safety Code," or State of Connecticut "Building Code," whichever is the more stringent for the applicable requirement.
3. Items: Reference within the text of these Specifications to Items without a number but title only are Technical Specification Items within this Contract. Sections or Articles referred to with a number refer to the State of Connecticut Department of Transportation, Bureau of Highways Specification Sections or Articles.
4. Local Regulatory Agency (ies): Local Regulatory Agency (ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions; otherwise, the Contractor shall be responsible to determine same in the local area of the Contract.
5. These Specifications: where used in the text of the Technical Specifications Items shall mean the Technical Specifications of this Contract.

SCHEDULE OF VALUES

1. LUMP SUM BID PRICES

All work for this project shall be performed under the Lump Sum Bid Items. It is the intent of this provision that the value of the following elements of the work within the project when added together shall equal the Total Lump Sum bid. Should the Contractor have any questions regarding the specific elements of work to be included within each schedule of value item, said question shall be directed to the Engineer, in writing, sufficiently in advance of the bid date in order to allow for a proper response (see Instructions to Bidders).

2. LUMP SUM BASE BID ITEMS

a. ABATEMENT AND DEMOLITION OF EXISTING STRUCTURE

The work under this item shall include all personnel, equipment, and material necessary for the abatement of hazardous materials, demolition and removal of structures as noted, and earthwork and backfill associated with removal of structures.

b. REMOVAL OF RETAINING WALL AND SLOPE RESTORATION

The work under this item shall include all personnel, equipment, and materials necessary for the demolition and removal of timber retaining wall as noted, riverbank stabilization (including, but not limited to, boulder placement, landscaping and E&S controls) noted on plans, and earthwork associated with retaining wall removal and riverbank stabilization.

c. SITE IMPROVEMENTS

The work under this item shall include all personnel, equipment, and materials necessary for mobilization including but not limited to the movement of the contractor's equipment to and from the project site, installation of sediment and erosion controls, earthwork associated with site preparation for proposed improvements, installation/construction of all proposed site improvements called for on the plans and in the specifications, and site restoration. The work excludes work defined under Lump Sum Base Bid Items 'a' and 'b'.

3. ALTERNATE BID ITEMS 1-3

These items will be reviewed in greater detail during the preconstruction meeting to be held prior to the initiation of construction activities at the time and date to be determined.

a. NO. 1 - 1-1/2" MILL AND OVERLAY EXISTING BITUMINOUS CONCRETE CUL-DE-SAC

The work under this item shall include all materials, equipment, and labor to mill and overlay the existing bituminous concrete cul-de-sac as shown and in accordance with the Contract Documents and Technical Specifications.

b. NO. 2 - PORTO-LET CONCRETE PAD AND PRIVACY FENCE

The work under this item shall include all materials, equipment, and labor to furnish and install concrete pad and 8' ht. privacy fence at the proposed porto-let location as shown and in accordance with the Contract Drawings and Technical Specifications.

c. NO. 3 DRAKE HILL ROAD PLANTING

The work under this item shall include all materials, equipment, and labor to furnish and install all proposed plantings and mulching along Drake Hill Road as shown and in accordance with the Contract Documents and Technical Specifications.

4. UNIT PRICE BID ITEMS

a. NO. 1 - SITE FURNISHINGS

Barco Products 'The City Series' Round Picnic Table
Color: Black
Model No. 07SA2846 – 46" Round Table
Model No. 07SA2847 – 46" Round ADA Table

b. NO. 2 - SITE FURNISHINGS

Barco products 'The City Series' Round ADA Picnic Table
Color: Black
Model No. 07SA2847 – 46" Round ADA Table

c. NO. 3 - TREES (Coordinate Wording with Bid Proposal)

AB – Canaan Balsam Fir (As specified on Sheet LS)
BN – River birch Multi-Trunk (As specified on Sheet LS)
CK – Kousa Dogwood (As specified on Sheet LS)
JV – Eastern Red Cedar (As specified on Sheet LS)
PP – Colorado Spruce (As specified on Sheet LS)
AB – Canaan Balsam Fir (As specified on Sheet LS)

5. NOTICE TO CONTRACTOR – SPECIAL SITE CONDITIONS

These items will be reviewed in detail during the preconstruction meeting to be held prior to the initiation of construction activities at the time and date to be determined.

a. SITE ACCESS AND PROTECTION OF EQUIPMENT AND MATERIALS

It shall be the responsibility of the Contractor to secure all site access points and secure and protect all equipment, materials stored at the site, and installed improvements by installation of temporary chain link fence. Contractor shall review proposed placement of fence with Owner prior to installation.

Temporary signs (18" x 24") will be required to be posted by the Contractor and secured to fencing at site entrance gate and at the east and west security fence at the Flower Bridge stating the following: "The Flower Bridge and parking area will be closed to public access during demolitions and construction of the area during 2019. The area will be re-opened to the public after construction is completed. Construction is anticipated to be completed in late 2019. Thank you for your patience during construction of this project."

6. NOTICE TO CONTRACTOR – CONSTRUCTION SEQUENCE

The Contractor shall provide a detailed sequence of construction narrative, plans and schedule depicting each improvement area in the anticipated order in which it will be constructed and the approximate timeline for completion for approval by Owner.

7. NOTICE TO CONTRACTOR – PERMITS/PERMIT APPLICATIONS

The Contractor is hereby notified that all permits and permit applications contained herein shall be made a part of this Contract, and that the Contractor shall be bound to comply with all requirements of such permits and permit applications as though the Contractor were the permittee. The requirements and conditions set forth in the permit and permit applications shall be binding on the Contractor just as any other specification would be. In the case of a conflict between a provision of the environmental permit or permit application and another provision in the contract documents, the former shall govern.

8. NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS

The Contractor is responsible for verifying all dimensions before the start of work. Dimensions of the existing structures shown on the plans are for general reference only; they are not guaranteed. The Contractor shall take all field measurements necessary to assure proper fit of the finished work and shall assume full responsibility for their accuracy. When shop drawings and/or working drawings based on field measurements are submitted for approval and/or review, the field measurements shall also be submitted for reference by the reviewer.

The Contractor is responsible for providing the location of the shed and pavilion. The location shall be staked in the field by a licensed surveyor prior to installation.

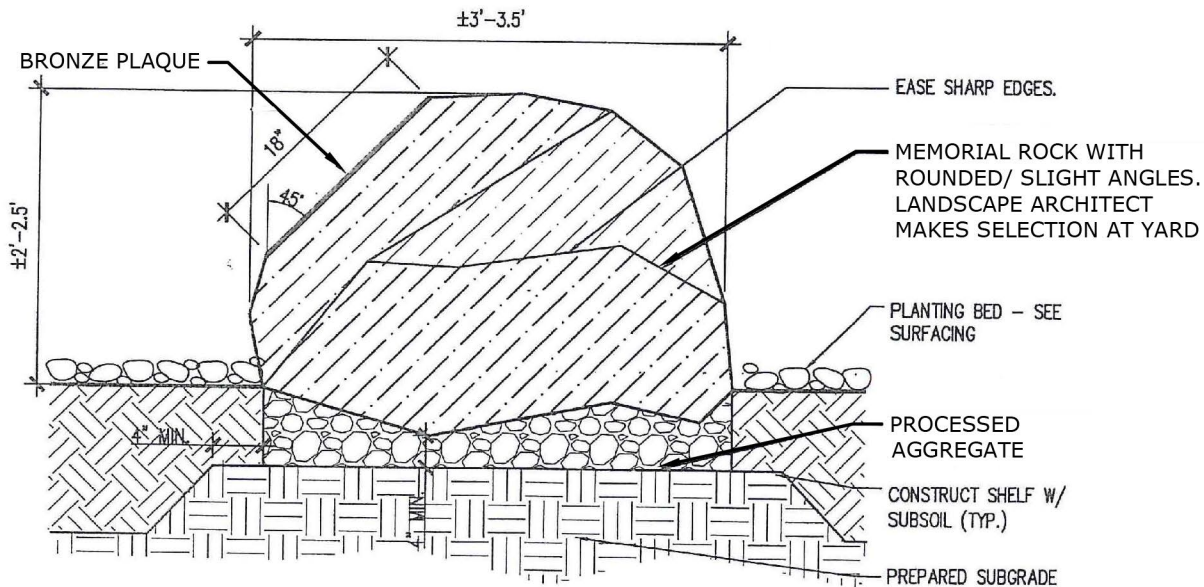
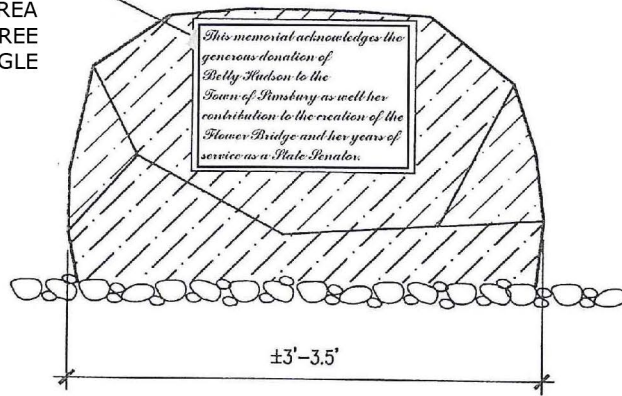
In the field, the Contractor shall examine and verify all existing and given conditions and dimensions with those shown on the plans. If field conditions and dimensions differ from those shown on the plans, the Contractor shall use the field conditions and dimensions and make the appropriate changes to those shown on the plans as approved by the Engineer. All field conditions and dimensions shall be so noted on the drawings submitted for approval.

There shall be no claim made against the Town by the Contractor for work pertaining to modifications required by any difference between actual field conditions and those shown by the details and dimensions on the contract plans.

END OF SECTION

1613-15-10-f119-spec 000000 intro to special provisions.doc

BRONZE PLAQUE TO BE
ATTACHED TO 18"x18" AREA
MIN. AT APPROX. 45 DEGREE
ANGLE



NOTE:
THIS IS A REVISION TO
DETAIL 4 ON SHEET SD-3
OF THE BID DRAWINGS



99 REALTY DRIVE
CHESHIRE, CT 06410
203.271.1773
WWW.MMNC.COM

DATE	MARCH 12, 2019
SCALE	N.T.S
PROJ. NO.	1613-15
DESIGNED	DWD
DRAWN	JJM
CHECKED	DWD

MEMORIAL BOULDER DETAIL
SITE IMPROVEMENTS- ONE OLD BRIDGE ROAD
ADDENDUM #1
SIMSBURY, CONNECTICUT

PROJECT PHASE:
FOR CONSTRUCTION

DRAWING NAME:

SK-1

SITE IMPROVEMENTS – ONE OLD BRIDGE ROAD

INSTRUCTIONS TO BIDDERS

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1. INTRODUCTION

The Town of Simsbury (the "Town") is soliciting bids for Site Improvements – One Old Bridge Road. This Invitation is not a contract offer.

The scope of this project is described more particularly in the Invitation for Bid that is a part of this bid package.

The location, general characteristics and principal details of the work are indicated on drawings which are listed as follows:

<u>SHEET NUMBER</u>		<u>TITLE</u>
00		Title Sheet
01	EX	Existing Conditions and Removals
02	SP	Site Plan – Materials and Grading
03	LA	Site Plan – Layout
04	LS	Site Plan- Landscaping
05	SE-1	Sediment and Erosion Control Plan
06	SE-2	Sediment & Erosion Control Details
07	SD-1	Site Details
08	SD-2	Site Details
09	SD-3	Site Details
10	CS-1	Cross Section- River Bank Stabilization
11	1 of 1	Site Survey
12	E-01	Electrical Site Plan
13	E-02	Electrical Details and Schedules

The above drawings are the contract drawings, referred to herein as the "Drawings."

The specifications for the work are the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, dated 2016, as amended to date. All bid items are based on the work described in the Standard Specifications as amended by the Special Provisions.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package.

The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

2. KEY DATES

Invitation to Bid issued:	March 7, 2019
Pre-Bid Conference:	March 14, 2019 @ 10 am on site
Bid Opening:	March 28, 2019 @ 2 pm
Notice of Conditional Award:	April 10, 2019
Contract Execution:	April 24, 2019

Commencement of Work:	June 3, 2019
Substantial Completion:	October 1, 2019
Final Completion:	November 1, 2019

3. PROJECT COMPLETION

The contractor is advised that time is of the essence for this project. The Contractor shall provide a detailed work schedule for approval by the Town prior to execution of the Contract. The work schedule shall be updated weekly for the duration of the construction.

a. Project Completion

Work under this contract shall be substantially completed as follows:

All elements of the project shall be substantially completed by October 1, 2019, in order for the Town and public to use the facilities. The Contractor shall be subject to liquidated damages described in Section 8 in the event that work is not substantially complete by this date.

4. CONTINGENCIES

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

5. OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the "Invitation" – may be obtained from ARC Document Solutions Connecticut, 17 Talcott Notch Road, Farmington, Connecticut 06032, Phone: (860) 677-8817.

6. BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original bid must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening

date. The bidder should also complete the following forms and submit as part of the bid submission:

- Disclosures
- Legal Status
- Bid Security
- Non-Collusion Affidavit
- Bidder Qualifications

The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for sixty (60) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) calendar days after the bid opening or the Bidder shall forfeit its Bid Security.

An authorized person representing the legal entity of the bidder must sign the bid.

7. LUMP SUM PRICES

Lump sum prices for each of the items in the bid shall include its prorated share of overhead, profit, and all costs associated with that item. The lump sum price represents the **entire compensation** that the Town shall pay for **all** of the work associated with the item.

8. LIQUIDATED DAMAGES

If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the terms of this Agreement then the Contractor does hereby agree, as part consideration for awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after

the time stipulated in the Contract for completing the Work the sub of Five Hundred Dollars (\$500) per calendar day.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages of the Owner would in such event sustain, the said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to acts of God and other similar circumstances beyond his control.

9. **QUESTIONS**

Questions concerning the bid are to be in writing preferably by email and directed **only to**:

Name: Jerome F. Shea, PE
Town Engineer
933 Hopmeadow Street
Simsbury, CT 06070
E-mail: jshea@simsbury.ct.gov

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than five (5) business days before the date of the bid opening. The bidder must direct that inquiry to: Jerome Shea, email address: jshea@simsbury.ct.gov. No oral statement of the Town shall be effective to modify any of the provisions of this Invitation.

However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation. A bidder shall request an interpretation in writing to Jerome Shea, email address: jshea@simsbury.ct.gov. The Town will not consider any such request made more than five (5) business days before the bid opening date.

10. **ADDENDA**

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum at ARC Document Solutions | CT, 17 Notch Road, Farmington, CT 06032, office 860.677.8817. fax 860.677.6504. Addenda can be viewed from an online plan room from the following website: <http://www.e-arc.com/location/farmington/> at Planrooms/Order from Plan

Well. Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

11. COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

12. OWNERSHIP OF BIDS

All bids submitted become property of the Town.

13. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

14. REQUIRED DISCLOSURES

In its bid each bidder must:

- State its inability to meet any specified requirement of the Invitation;
- Make a complete disclosure of all resolved and pending mediation, arbitration and litigation matters in which the bidder or its principals (regardless of their place of employment) have been involved for the most recent five (5) years;
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) conviction, guilty plea, nolo contendere plea, finding of civil liability or criminal responsibility in any civil action or for any criminal offense, except motor vehicle infractions; and
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) finding of a violation of any state or local ethics standards or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

A bidder's acceptability based on these disclosures and any investigation the Town deems necessary to determine a bidder's ability to perform the work described in this Invitation shall lie solely with the Town.

15. BIDDERS QUALIFICATIONS

In order to be considered for the project, the successful bidder shall demonstrate that they or their Subcontractor meets the following requirements:

- Completed a minimum of five similar installations of comparable size or greater to the project in the previous five calendar years.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

16. CONFLICT OF INTEREST

The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

17. DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred Contractor list of the United States and/or the State of Connecticut.

18. LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

19. BID SECURITY

Each bid must be accompanied by bid security in the amount equal to at least **TEN PERCENT (10%)** of the bid amount for the first year. The bid security shall be in the form either of the bidder's certified check or of a bid bond. The bid bond shall be prepared in the form of the Bid Bond made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. equal to at least **TEN PERCENT (10%)** of the bid amount.

In lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of bid security shall be grounds for the Town to reject the bid.

The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing, shall forfeit to the Town the bid security.

If the successful bidder has previously failed to execute and deliver a contract on a prior bid awarded by the Town, such bidder shall have TEN (10) business days to post a cash bond in an amount deemed by the Town to adequately cover the difference between the successful bid and the next lowest, complete and responsive bid. Such cash bond shall be forfeited in its entirety in the event the successful bidder fails to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing.

The Town shall consider a bidder's failure to provide the required bid security as an incomplete and unresponsive bid.

Upon the successful bidder's execution of the Contract in the form enclosed with this Invitation and the provision of all other required documents, the Town shall release the bid security to all other bidders.

20. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

21. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

Bidders shall avail themselves of these exemptions.

22. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work and during the completed operations period that is the subject of this Invitation the insurance coverages set forth in the Agreement.

23. AWARD CRITERIA, SELECTION, CONTRACT EXECUTION

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, www.townofSimsburyct.org, under "Request for Proposals."

The Bid Awarded and Contract Execution dates in Section 2 are anticipated, not certain, dates.

24. COLLUSION

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

25. ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is **not** a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

26. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before commencing work.

27. PAYMENTS

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

28. TOWN INSPECTION OF WORK

The Town may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

29. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's premises rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

30. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

31. REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

32. SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any Subcontractors.

33. COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

34. LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

35. SECURITY, PERFORMANCE, AND PAYMENT

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for, which security shall be for

both the satisfactory performance of the work and for all labor and materials. Such security shall be in the form of either surety bond(s) or the successful bidder's certified check.

The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

36. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

37. LOCAL VENDOR BENEFIT

If any Simsbury based vendor responds to a bid notice and comes with 5% of the lowest bidder, all qualification being equal, the local based vendor will be allowed the opportunity to adjust their bid to match that of the lowest bidder.

- 38.** The project is funded in part by a State of Connecticut grant award in accordance with the Flood Mitigation Assistance Program. The selected contractor should comply with all grant conditions as required by the sub-grantee (i.e. Town of Simsbury) under the grant. Attached are the conditions of the grant.

END OF INSTRUCTIONS TO BIDDERS

1613-15-10-f1319-spec 0201 instruction to bidders.doc

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. RESILIENT 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, assemble, install and repair 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.

[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.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:											
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																									
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY								
						S	M	T	W	TH	F	S					FEDERAL	STATE											
				Trade License Type & Number - OSHA 10 Certification Number										Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	WITH- HOLDING	WITH- HOLDING	LIST OTHER										
HOURS WORKED EACH DAY																													
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
												\$ Base Rate	1. \$ 2. \$ 3. \$																
												\$ Cash Fringe	4. \$ 5. \$ 6. \$																
12/9/2013												*IF REQUIRED																	
WWS-CP1												*SEE REVERSE SIDE												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)


Weekly Payroll Certification For Public Works Projects (Continued)				PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:					
WEEKLY PAYROLL																			
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S									
			Trade License Type & Number - OSHA 10 Certification Number								Total O/T Hours			TOTAL FRINGE BENEFIT PLAN CASH					
				HOURS WORKED EACH DAY															
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
*IF REQUIRED																			
12/9/2013 WWS-CP2				NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)										PAGE NUMBER ____ OF					

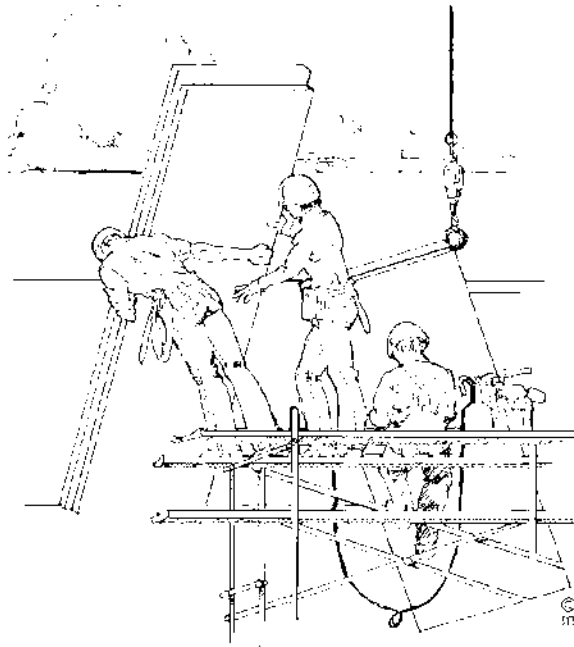
~NOTICE~

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): _____