

TOWN OF GREENWICH
PURCHASING DEPARTMENT

NO.: 7001

101 Field Point Road
Greenwich, CT 06830
203 622-7881

ISSUE DATE: 7/19/13

DEADLINE DATE: 8/20/13

DEADLINE TIME: 3:00 P.M.

X REQUEST FOR BID

MANDATORY PREBID CONFERENCE: 7/30/13

TIME AND DATE: 10:00 AM

LOCATION: Board Room, 2nd Floor
Nathaniel Witherell
70 Parsonage Road
Greenwich, CT 06830

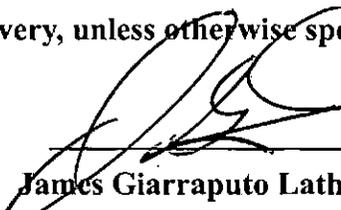
ITEM/CATEGORY TOWER RESIDENT ROOM RENOVATION at NATHANIEL WITHERELL

LOCATION TOWN OF GREENWICH

- X BID BOND REQUIRED.
- X PERFORMANCE, MAINTENANCE & PAYMENT BOND REQUIRED (SEE ATTACHED)
- X GENERAL SPECIFICATIONS (ATTACHED)
- X INSURANCE REQUIRED (SEE ATTACHED)
- X MINIMUM PREVAILING WAGE PER STATE OF CONNECTICUT WAGE RATE SCHEDULE REQUIRED

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


James Giarraputo Latham, CPPB, Senior Buyer

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initiated by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH

REQUEST FOR BID #7001 DEADLINE: 8/20/13 AT 3:00 PM

TOWER RESIDENT ROOM RENOVATION at NATHANIEL WITHERELL

SCOPE OF WORK

The contractor shall renovate and upgrade 15 rooms on the first floor and 9 rooms on the fourth floor of the tower building.

Renovations to include: new bathroom tile floor and walls, new room flooring, demo closet, remove wall paper, repair prep and paint walls.

The contractor shall supply all labor, materials and equipment necessary to complete this project within an approximate six (6) month time frame.

GENERAL NOTES

- A. Jack Hornak – Director of Operations will coordinate all technical aspects of the project and job site access. Tel: 203-618-4269
- B. The work shall be performed between 7:00 AM and 5:00 PM Monday thru Friday. The contractor shall take all necessary precautions to minimize excessive and loud noise, vibration and odors/fumes generated by work activities. The contractor will be responsible to comply with resident eating, sleeping and recreational activities.
- C. The contractor and employees will work in a courteous and workmanship like manor. The contractor shall minimize all loud talking and prohibit the use of music generating equipment. The contractor will take the responsibility to ensure that no foul language or profanity is used.
- D. The contractor shall properly dispose of all debris generated from this project on a daily basis. The facility will provide a debris dumpster. The contractor shall leave work site in a clean, dust free and safe manor at the end of each day.
- E. The contractor shall follow all O.S.H.A. and D.E.P. / E.P.A. regulations in performance of his/her responsibilities.
- F. The contractor shall follow the Fire Marshall's requirements/recommendations for use and storage of combustible and flammable materials needed to complete this project. Storage area to be approved by TNW.
- G. The contractor shall take all necessary precautions when applying adhesives and painting products to prohibit the migration of odors throughout the interior of the building.
- H. The contractor is responsible for site security, proper signage and the maintaining and positioning of all necessary barricades.

- I. The contractor shall coordinate with TNW regarding the areas to be worked in each week.
- J. The contractor is responsible for the correct handling, placement and security of all tools, paints and materials to complete this project. At no time will materials be left unattended during and after work hours.
- K. The contractor will at no time during or after work hours leave unattended or in TNW building proper any and flammable items.

SPECIFICATIONS

a. Bathroom:

Floor: Remove and dispose of existing floor, prepare surface, supply and install new floor.

Floor Tile: Crossville Classic Mosaics, AV91 Moonrock, 3"x3"x1/4" thick, Grout - Laticrete #17 Marble Beige, non sanded.

Remove wall tile and sheetrock (48"), replace sheetrock and tile, Install green sheetrock.

Wall tile: DalTile: Ritten House Square, Biscuit Matte Finish K775, 3" x 6", 5/16" thick, 1/16" grout joint silk non sanded.

Re-finish bathroom door.

Paint bathroom.

Walls color: Sherwin Williams: Duration Home, low odor, low VOC formula, anti-microbial properties satin/eggshell, Color: Elmira White, trim and door: semi-gloss Elmira White.

Supply and install recessed paper towel holder.

b. Room:

Demo closet, patch and prepare all walls.

Floor – remove old and dispose, prepare surface and install new floor with welded seams, install transition strips at two doors.

New 6" cove base.

Floor Specs: Teknoflor Honey Oak 73801 sheet vinyl with welding rod #20

6" cove base and corner - color: Johnsonite 129 silk cove vinyl base.

Paint room interior.

Wall Color: Sherwin Williams – Duration Home, Low Odor, Low VOC Formula, anti-Microbial Properties, Satin/Eggshell, #SW7008 Alabaster, trim: semi-gloss Alabaster.

- c. One room to be renovated per week – Monday thru Friday. (exceptions can be made if scheduling interferes)
- d. Bathroom toilet, sink, medicine cabinet, grab bar and light to be removed and installed by TNW Maintenance. Resident over bed light to be removed and installed by TNW Maintenance.
- e. All electrical work to be completed by TNW.

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **Thursday, August 8, 2013 at 11AM.**

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT 06830

Fax: 203 622 7776

Email: jlatham@greenwichct.org

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

Packaging

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals not properly labeled.

Price Guarantee / Duration of Proposal

Proposals will remain in effect for a minimum period of sixty (60) days from the deadline for submission of the proposal.

Payments

The Town of Greenwich shall make payment net thirty (30) days of receipt of invoice, submittal of documentation, and acceptance of services.

Mandatory Pre-Bid Conference & Site Visit

All bidders must attend the Pre-Bid Conference scheduled for **Tuesday, July 30, 2013 at 10:00 AM, in the Board Room, 2nd floor, of the Nathaniel Witherell Administration Building, 70 Parsonage Road, Greenwich, CT.** Bids will only be accepted from bidders who attend the **mandatory prebid meeting**. At that time, the Senior Buyer and the Director of Facility Operation will be present to answer any questions pertaining to this RFB. There will then be a site visit of the work site.

State, Local and Federal Laws

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

Applicable Law

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Indemnification

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

Withdrawal of Bids (Or Proposals) Prior to Deadline

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

Withdrawal of Bids (Or Proposals) After the Deadline

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

Permits

All required permits shall be obtained and paid for by the Contractor. Permits may be obtained at the Building Department, Town Hall, 101 Field Point Road, Greenwich, CT 06830.

Execution of Agreement

The vendor whose proposal is accepted will be required and agrees to duly execute the 'agreement' and furnish the required contract bonds and insurance certificates within ten (10) days after award of the contract.

Cancellation of Award/Contract

If vendor fails to perform or observe any material term or condition of this Agreement and such failure continues for thirty (30) days after vendor's receipt of written notice, The Town of Greenwich may cancel the order without liability for cancellation/termination charges.

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the “Description of Operations” field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the “Description of Operations” field.

A letter from the awarded vendor’s agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter shall be addressed to the Towns’ Director of Purchasing and must follow exactly the format of the letter attached as Exhibit B. It must be signed by the same individual authorized representative who signed the Acord form. **Both the certificate of insurance and the letter must be signed with original ink “wet” signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor’s obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor should submit with the proposal the signed, original **“Insurance Procedure”** form, **page 13**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

Bid Security

Each bid must be accompanied by a bid bond or certified Treasurer's or cashier's check, drawn or issued by a commercial or savings bank, trust company or savings and loan association and payable to the Town of Greenwich, Connecticut or by a Bid bond prepared on the form of Bid bond **Exhibit D** (attached) hereto duly executed and acknowledged by the Bidders, as principal, and by a surety company qualified to do business in the State of Connecticut and satisfactory to the Town, as surety.

The bid security shall be in the sum of 5% of the lump sum bid and shall be enclosed in the sealed envelope containing the Bid. Each such check or Bid bond may be held by the Town as security for the fulfillment of the Bidder's 'agreement' as hereinabove set forth and as set forth in the Bid Sheet. Should the Bidder fail to fulfill such agreements his Bid check shall become the property of the Town or if a Bid Bond was furnished, the Bid Bond shall become payable to the Town, as liquidated damages, otherwise, the bid check shall be returned to the Bidder as hereinafter provided, or if the security is a Bid Bond, the Bid Bond shall become null and void.

Performance Bond

For bids or proposal greater than \$100,000, the awarded contractor will be required to furnish a Performance, Maintenance and Payment Bond on the Town of Greenwich form which follows in **Exhibit E** (attached) in the amount of the Gross Sum of the contract, including allowance for contingencies and extra work, and/or contract price within seven (7) days of the award. The bond must be duly executed and acknowledged by said contractor as principal and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and materials. The contractor shall pay the premium for such bond.

For bids or proposals greater than \$100,000, a letter from the bonding company, stating that the Performance Bond can be obtained within seven (7) days of request, should be provided with contractor's response.

PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, **Exhibit H**, a part of which is quoted as follows.

"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 or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, 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."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

Each Contractor that is awarded a contract 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. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has 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 in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (4.48) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

Questions can 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.

NON-CONNECTICUT CONTRACTORS

The Town of Greenwich is requiring that for construction bids at or above \$200,000 the Nonresident Contractor must have obtained verified status from the Department of Revenue Services in the State of Connecticut and provide a copy of the letter of verification with the bid. A bidder is a Nonresident Contractor if it does not maintain a regular place of business in Connecticut.

The Town's threshold of \$200,000 is \$50,000 lower than the State of Connecticut's threshold of \$250,000 for the verification requirement.

The State of Connecticut Department of Revenue Services Special Notice, SN 2012(2) is included with this Request For Bid as **Exhibit F**. This document provides the full definition of "Nonresident Contractor" and describes the State of Connecticut's process for verification.

Any questions relating to the verification process can be directed to the phone numbers given under the heading "For Further Information" on page 4 of Special Notice SN 2012(2).

It is recommended that potential bidders begin the State's verification process as soon as possible in order to have adequate time to receive the letter of verification and present it with their bid.

A bid at or over \$200,000 from a nonresident contractor will not be considered responsive if the contractor has not achieved verified status at the due date and time for the bid. The exception to this requirement shall be if there has been one bidder only in a particular bid process or the Town determines that it is in its best interests to waive this requirement. In this case, the Town reserves the right to modify this requirement. However, any modification to this requirement shall be in compliance with the State of Connecticut Department of Revenue Services Special Notice, SN 2012(2).

If the Town waives the verification requirement for a nonresident contractor, the Town shall withhold 5% of all payments made to the contractor to cover taxes due to the State of Connecticut. Payments withheld from the nonresident contractor may be released if proof of verification status in the form of a letter of verification is received. Payments withheld from the nonresident contractor may also be released to the contractor if the contractor has filed a surety bond, Form AU-964 **Exhibit G**, with the Department of Revenue Services in the amount equal to 5% of the total contract price including any change orders.

TOWN OF GREENWICH

REQUEST FOR BID #7001 DEADLINE: 8/20/13 AT 3:00 PM

TOWER RESIDENT ROOM RENOVATION at NATHANIEL WITHERELL

REPLY SHEET (PAGE 1 of 3)

PRICING

The bidder shall provide complete unit pricing for private room renovation on line one, and semiprivate room renovation on line two in the table below. The unit prices shall be multiplied by the number rooms specified to determine total price.

Bid prices shall be complete and include all costs.

Line #	Unit Price Per Room	# of Rooms	Total Price
1	\$ _____	x 10 Private Rooms	\$ _____
2	\$ _____	x 14 Semiprivate Rooms	\$ _____
GRAND TOTAL PRICE			\$ _____

Bidder's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR BID #7001 DEADLINE: 8/20/13 AT 3:00 PM

TOWER RESIDENT ROOM RENOVATION at NATHANIEL WITHERELL

REPLY SHEET (PAGE 2 of 3)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

BIDDER INFORMATION:

BIDDER NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH

REQUEST FOR BID #7001 DEADLINE: 8/20/13 AT 3:00 PM

TOWER RESIDENT ROOM RENOVATION at NATHANIEL WITHERELL

REPY SHEET (PAGE 3 of 3)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.

3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

BIDDER'S COMPANY NAME _____

TOWN OF GREENWICH

INSURANCE PROCEDURE

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Insurance Requirement Sheet

EXHIBIT A

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
- 1. **Commercial General Liability.**
 - 2. **Town as additional insured.**
 - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Other (Builder's Risk, etc.): _____.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also **mandatory**. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name
Authorized Representative for all companies listed in the Acord form

AGREEMENT

CONTRACT NO.

THIS AGREEMENT, executed this _____ day of _____ in the year Two Thousand Thirteen (herein referred to as the "AGREEMENT"), by and between the Town of Greenwich, Connecticut, acting through _____ hereunto duly authorized, "OWNER" and _____, acting through _____ (insert name of individual and title) duly authorized, "CONTRACTOR".

WITNESSETH, that the parties to these presents, each in consideration of the under-taking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:

1. DEFINITIONS:

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the Town of Greenwich and shall include its authorized representative.

The word "Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

The words "Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and is the Owner's authorized representative.

The Information for Bidders, the Contractor's Bid as accepted by the Owner, the Contract Conditions and Specifications and the General, Technical and Materials Specifications, the Drawings, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

2. **DESCRIPTION OF WORK:**

3. **PAYMENT:**

The Contractor shall be paid on a monthly basis after presentation of vouchers, and subject to acceptance and approval by the Town of Greenwich.

Such payments will be made by the Town of Greenwich monthly for all services actually rendered, and the acceptance by the Contractor of any such monthly payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the contract, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Contract to be entered into or the Performance Bond or any insurance policies issued in connection with said contract.

4. **PERFORMANCE MAINTENANCE AND PAYMENT BOND:**

The Contractor shall, simultaneously with the signing of the Contract, furnish the Town the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

THE ABOVE IS ONLY REQUIRED FOR CONTRACTS EXCEEDING \$100,000.00.

5. **GUARANTEE:**

The Contractor guarantees that the Work and services to be performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, if any, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one-year period, and also shall repair, correct, or replace all damage to the Work resulting from such failure.

6. **DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the

Contractor shall forthwith make good such defect in a manner satisfactory to the Town; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

7. COMPLIANCE WITH LAWS:

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, if any, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

8. INDEMNITY:

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

INDEMNITY AGAINST SUBCONTRACTORS' CLAIMS:

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other contractors or subcontractors, alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses including attorneys' fees, arising out of, relating to or resulting from such claims.

9. PATENTS:

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

10. CHANGES:

The Town, through its designated Agent, may make changes in the Work and in the Drawings, if any, and Specifications therefor by making alterations therein, additions, thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor. For eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Parties. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

11. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such

statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

12. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the

Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

13. LIENS:

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

14. CLAIMS:

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

15. LIABILITY OF TOWN:

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

17. PERMITS:

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

18. NOT TO SUBLET OR ASSIGN:

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

19. EMPLOY COMPETENT PEOPLE:

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

20. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

21. INTOXICATING LIQUORS:

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

22. ACCESS TO WORK:

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

23. EXAMINATION OF WORK:

The Contracting Officer shall be furnished by the Contractor with every reason able facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

24. EXTRA WORK:

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Contracting Officer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Contracting Officer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Contracting Officer, plus a percentage of such cost, as may be agreed upon by Contract and Contracting Officer.

25. CHANGES NOT TO AFFECT BONDS:

It is distinctly agreed and understood that any changes made in the work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.

26. PRICES FOR WORK:

The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

27. MONEYS MAY BE RETAINED:

The Town may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

28. USE OR PARTIAL PAYMENT NOT ACCEPTANCE:

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Town's entrance upon or use of the Work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

29. NON-CONNECTICUT CONTRACTORS:

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

30. PAYMENT TO SUBCONTRACTORS:

As required by Section 49-41a of the Connecticut General Statutes, within thirty days after payment to the Contractor by the Town for work under this Contract, he shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or materials has been included in a requisition submitted by such Contractor and paid by the Town.

31. INSURANCE:

Insurance coverage required as noted in "Exhibit A" attached.

32. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"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 or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, 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."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

Each Contractor that is awarded a contract 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's of Labor web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has 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 in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (32) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

Questions can 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.

33. GOVERNING LAW:

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

IN WITNESS, WHEREOF, the parties of the AGREEMENT have hereunto set their hand and seals the day first above written.

TOWN OF GREENWICH, CONNECTICUT

BY _____

THE CONTRACTOR

BY _____

BID BOND

INSTRUCTIONS IN USE OF BOND FORM

1. The Bid Bond form given on the following pages shall be used.
2. The surety on the Bond may be any corporation authorized to act as surety in the State of Connecticut.
3. The full name and business or residence address of each individual party to the Bond shall be inserted in the space provided therefore, and each such party shall sign the Bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and the Bond shall be executed by a general partner who has been authorized to act on behalf of the partnership.
5. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the space provided therefore and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll of adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for a corporation shall be certified by a proper officer, in lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by a proper office, under the corporate seal, to be true copies.
7. If the principal or surety is a Limited Liability Company (LLC), the names of the members shall appear in the spaces provided therefore, with the recital that they are members of an LLC, naming it, and the Bond shall be executed by a managing member who has been authorized to act on behalf of the LLC. The official character and authority of the person or persons executing the Bond for an LLC shall be certified by a proper managing member. In lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the LLC as will show the official character and authority of the members signing, duly certified by a proper member to be true copies.
8. The date of this Bond must not be prior to the date of the instrument in connection with which it is given.

FORM OF BID BOND

***** BID BOND *****

TOWN OF GREENWICH

_____ Date Bond Executed

Principals

Surety

Penal Sum of Bond (Expressed in Words and Figures)

Date of Bid

Know all men by these presents, that we, the principals and surety above named, are held and firmly bound unto the Town of Greenwich, Connecticut, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such, that whereas the principals have submitted the accompanying Bid, dated as shown above, for (name of bid here)

Now, therefore, if the principals shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the Bid as accepted, and give bonds with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and materials in the prosecution of the work provided for in such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Town of Greenwich, Connecticut, the difference between the amount specified in said Bid and the amount for which said Town may procure the required work, supplies and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals on the date indicated above. The name and corporate seal (if applicable) of each corporate party being hereto affixed.

Name of Partnership

(SEAL)

Business Address

Partner - (Hereunto Duly Authorized)

IN THE PRESENCE OF

WITNESS

INDIVIDUAL PRINCIPAL

- 1. _____ AS TO _____ (SEAL)
- 2. _____ AS TO _____ (SEAL)
- 3. _____ AS TO _____ (SEAL)
- 4. _____ AS TO _____ (SEAL)

WITNESS

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*_____
*CORPORATE / LLC PRINCIPAL
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*_____
*BUSINESS ADDRESS
*
* AFFIX
* CORPORATION
* SEAL
*
*
*_____
*BY - (HEREUNTO DULY AUTHORIZED)
*
*
*_____
*TITLE

WITNESS

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*_____
*CORPORATE SURETY
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*_____
*BUSINESS ADDRESS
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* AFFIX
* CORPORATION
* SEAL
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*_____
*BY - (HEREUNTO DULY AUTHORIZED)
*
*
*_____
*TITLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Certify that I am the _____
of the Corporation/Limited Liability Company named as Principal in the within Bond, that _____
_____, who signed the said Bond on behalf of the
Principal, was then _____ of _____
said Corporation/Limited Liability Company, that I know his signature and his signature thereto is genuine, and
that said Bond was duly signed, sealed (if a Corporation) and attested for and in behalf of said
Corporation/Limited Liability Company by authority of its governing body.

(CORPORATE SEAL)

(CORPORATE SECRETARY
OR MANAGING MEMBER)

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS. That we _____
_____, as Principal, and

_____ a corporation organized under the laws of the State of _____ and authorized to do business in the State of Connecticut as Surety, are holden and firmly bound jointly and severally unto the TOWN OF GREENWICH, CONNECTICUT, hereafter referred to as the Town, a territorial corporation located in the County of Fairfield, in the penal sum of _____ Dollars (\$ _____),

to be paid to it or its certain attorney, successors or assigns, to which payment well and truly to be made, we the said Obligors do bind ourselves, and each of us, our heirs, executors, administrators, and successors firmly by these presents.

IN WITNESS WHEREOF we have hereunto set or caused to be set our respective hands, names and seals this _____ day of _____ 2012.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the above named Principal has entered into a certain written contract with the TOWN OF GREENWICH, CONNECTICUT, dated the _____ day of _____ 2012, for construction of **CONTRACT NO. XXXX**

(Brief description of contract work here) according to the plans and specifications prepared by the TOWN OF GREENWICH, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said Principal shall well and faithfully perform said contract according to its provisions, and fully indemnify and save harmless the Town from all cost and damages which the Town may suffer by reason of failure so to do, and shall pay for all equipment, appurtenances, materials and labor furnished, used or employed in the execution of said contract, and shall indemnify and save harmless the Town from all suits or claims of any nature or description against the Town by reason of any injuries or damages sustained by any person or persons on account of any act or omission of said Principal, his servants or agents, or his subcontractors in the construction of the work or in guarding the work, or on account of the use of faulty or improper materials, or by reason of claims under the Workmen's Compensation Laws or other laws by any employee of the Principal or his subcontractors, or by reason of the use of any patented material, machinery, device, equipment, process, method of construction or design in any way involved in the work, and shall indemnify the Town against such defective workmanship, material and equipment as may be discovered within one (1) year after completion and final acceptance of the work, and shall make good in such defective workmanship and material as may be discovered within said period of one year, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety hereby stipulates and agrees that any modifications, omissions or additions in or to the terms of the aforesaid contract, or in or to the plans or specifications therefor, or any extension of time, shall in no wise affect the obligation of the Surety under this bond, the Surety hereby waiving any and all right to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR _____

BY _____

SURETY _____

BY _____



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

25 Sigourney Street Ste 2
Hartford CT 06106-5032

SN 2012(2)

SPECIAL NOTICE

2011 Legislative Changes to the Procedures Governing
Nonresident Contractors

Purpose: This Special Notice explains the amendments made to Conn. Gen. Stat. §12-430(7) during the 2011 regular session of the Connecticut General Assembly affecting the requirement for nonresident contractors to provide bonds.

This Special Notice has been updated from a previous version to include guidance on remitting to the Department of Revenue Services (DRS) amounts held back from an unverified subcontractor by a prime or general contractor.

Effective Date: Effective for contracts commencing on and after October 1, 2011.

Statutory Authority: Conn. Gen. Stat. §12-430(7) as amended by 2011 Conn. Pub. Acts 61, §66; Conn. Gen. Stat. §12-35; Conn. Gen. Stat. §12-415; Conn. Gen. Stat. §12-430(1).

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: *verified* and *unverified*. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with DRS, and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a **single** surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire

project is \$250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that the contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due to the contractor under the contract.

- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes **Form AU-968, Certificate of Compliance**, from DRS. A **Form AU-968** authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.
- Compliance with the provisions of Conn. Gen. Stat. § 12-430(7) relieves the person doing business with a nonresident contractor from liability for the nonresident contractor's withholding tax liability or liability for sales or use tax on materials and consumables. It does not relieve the person doing business with a nonresident contractor from liability for sales or use tax on purchases of services.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor. This is now replaced by the procedures described above.

As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

Definitions:

Nonresident contractor means a contractor or subcontractor who does not maintain a regular place of business in Connecticut.

Resident contractor means a contractor or subcontractor who maintains a regular place of business in Connecticut.

Regular place of business means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; **and** that is
- A place continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business **does not include**:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; **or**
- An office maintained, occupied, and used by a person affiliated with a contractor.

Verified contractor means a nonresident contractor or subcontractor who:

- Is registered for all applicable taxes with DRS;
- Has filed all required tax returns with DRS;
- Has no outstanding tax liabilities to DRS; **and**
- Has submitted a **Form AU-960, Nonresident Contractor Request for Verified Contractor Status**, and has been verified by DRS to meet the above requirements, plus either:
 1. Has been registered for all applicable taxes with DRS for at least three years preceding the contract; **or**
 2. Posts with DRS a good and valid verification bond using **Form AU-961, Verification Bond**.

Unverified contractor means a nonresident contractor or subcontractor who is not a verified contractor.

Subcontractor means a person who is engaged in contracting real property work and who contracts with a prime or general contractor to perform all or any part of the contract of the prime or general contractor, or who contracts with a subcontractor

who has contracted to perform any part of the contract entered into by the prime or general contractor.

Prime or general contractor includes (i) any person who contracts with the owner, lessee or other person having authority to enter into a contract involving the premises or property that is the subject matter of the contract, to perform services or furnish materials, or both, for the construction, alteration or improvement of any real property or project, or (ii) any person who owns or leases real estate for the purpose of developing the real estate other than for his or her own occupancy, and who, in the development of the real estate, contracts, alters or makes improvements on it.

Contract price means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

Person doing business with a nonresident contractor (referred to below as *customer*) means **any** person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7).

Commencement of the contract means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

Completion of the contract means the time when the nonresident contractor makes the final periodic billing for the contract. The final periodic billing may be due before payment of any retainage becomes due. If a change order is made after the final periodic billing for the original contract, the change order is complete when the nonresident contractor bills for the change.

Residential real property means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Certificate of compliance means a certificate issued to an unverified subcontractor by DRS, exonerating

the subcontractor from sales or use taxes owed by the subcontractor under Chapter 219 of the Connecticut General Statutes and any income tax withholding owed by the subcontractor pursuant to Chapter 229 of the Connecticut General Statutes, but only to the extent that these taxes arise from the activities of the subcontractor on the project for which the certificate was required.

Customer of an Unverified Prime or General Contractor: The customer of an unverified prime or general contractor must obtain proof that the contractor has posted a surety bond with DRS. Failure to do so leaves the customer liable for payment of any sales and use taxes and any income tax withholding owed by the unverified contractor arising from the activities of the contractor on the project, up to 5% of the contract price required to be paid to the unverified contractor.

However, compliance with the provisions of Conn. Gen. Stat. §12-430(7) does not relieve the customer of the customer's liability for use taxes due on purchases of services from the unverified contractor.

Unverified Prime or General Contractor Must File a Bond: An unverified prime or general contractor must file a surety bond with DRS in an amount equal to 5% of the contract price. DRS has issued **Form AU-964, *Surety Bond and Release***, which must be used to post that bond.

DRS will release the surety bond once the contract is complete and the unverified prime or general contractor establishes that it has paid all taxes it owes in connection with the contract and that its unverified subcontractors have paid all of the taxes that they owe in connection with the contract.

Otherwise, DRS will release the surety bond once the contract is complete and the unverified prime or general contractor establishes that it has:

1. Paid all taxes it owes in connection with the contract;
2. Held back an amount equal to 5% of the payments being made by the contractor in connection with the contract to its unverified subcontractors; **and**
3. Paid over amounts held back from unverified contractors to the extent that DRS has issued certificates of compliance for full or partial release of such amounts, and remitted to DRS any amounts held back that have not been authorized by DRS to be released to the unverified contractors. See the section of this publication

titled *Release or Remittance of Amounts Held Back*, for the procedures to release held back payments to the unverified subcontractors.

Hold Backs Required by All Prime or General Contractors from Payments to Unverified Subcontractors: Prime or general contractors, whether resident, verified, or unverified, doing business with unverified subcontractors on projects over \$250,000 must hold back an amount equal to 5% of the payments required to be made to the subcontractor until the subcontractor provides a *Certificate of Compliance* authorizing full or partial release of the amount held back.

The prime or general contractor must provide notice of the requirement to hold back to the unverified subcontractor not later than the time of commencement of work under the contract by the subcontractor.

The amount held back from unverified subcontractors is deemed to be held in a special fund in trust for the state. An unverified subcontractor does not have any right of action against a prime or general contractor with respect to any amount held back in compliance or intended compliance with Conn. Gen. Stat. §12-430(7).

Release or Remittance of Amounts Held Back: When all work is completed under a contract, the amount held back will be released to the unverified subcontractor or remitted to DRS depending on the following:

1. Unverified subcontractor **DOES** submit **Form AU-967, *Request for Certificate of Compliance***, to DRS:

An unverified subcontractor requests DRS to issue Form AU-968 by submitting Form AU-967. DRS will review the request in the context of generally accepted construction industry cost guidelines for the scope and type of construction project. DRS will issue one of the following not later than 120 days after Form AU-967 and all required documents are received:

- A. Certificate of Compliance (AU-968):

If DRS issues Form AU-968, to the unverified subcontractor and the prime or general contractor authorizing full or partial release of held back amounts, the prime or general contractor must pay over the released amount to the subcontractor and must remit any unreleased amount to DRS. The prime or general contractor remits the unreleased

amount on **Form OS-114, Sales and Use Tax Return**, Line 6 on the first return due after the issuance of the Certificate of Compliance.

B. Denial of Certificate of Compliance and Remittance of Holdback (AU-970)

If DRS denies the request a **Form AU-970, Denial of Certificate of Compliance and Remittance of Holdback**, will be issued to the unverified subcontractor and the prime or general contractor. The prime or general contractor must remit the total amount held back to DRS on Form OS-114, Line 6. This held back amount must be reported on the first return due after the issuance of the Denial of Certificate of Compliance and Remittance of Holdback.

2. Unverified subcontractor DOES NOT submit Form AU-967 to DRS.

If the unverified nonresident subcontractor does not submit Form AU-967 to the prime or general contractor for endorsement within 90 days of the completion date, then the prime or general contractor must remit the amount held back to DRS on Form OS-114, Line 6, on the first return due after the 90 day period following the completion of the contract.

The calculation used to arrive at the amount to be included on Form OS-114, Line 6 is:

Amount Held Back .0635	= Taxable Amount to be included on Line 6
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Example: If the Total Contract Amount is \$300,000, then the Amount Held Back is \$15,000 (300,000 X .05). The amount to be included on Line 6 is \$236,220.47 (15,000 / .0635).

The prime or general contractor will not be liable for any claim by DRS for taxes of the unverified subcontractor arising from the activities of the subcontractor on the project when the prime or general contractor pays over to the subcontractor the amount authorized by the Form AU 968. Furthermore, when the prime or general contractor pays over to DRS the unreleased hold back amount, the prime or general contractor will not be liable for any claim by the subcontractor for the amount paid over to DRS.

The prime or general contractor doing business with the nonresident contractor must keep supporting documentation with the tax return on which it was reported. If the prime or general contractor fails to timely remit to DRS any amount that was unclaimed by, or not released by DRS to the unverified

subcontractor, the prime or general contractor will be subject to applicable interest and penalties under Chapter 219 of the Connecticut General Statutes.

Disclosures by DRS Authorized under Conn. Gen. Stat. §12-430(7): Notwithstanding the provisions regarding confidentiality of tax return information under Conn. Gen. Stat. §12-15, DRS is authorized to:

- Verify whether or not a nonresident contractor or subcontractor is a verified contractor;
- Disclose to a person doing business with an unverified subcontractor who is required to hold back amounts from payments to the unverified contractor whether a Form AU-986 has been requested by or issued to the subcontractor by DRS; DRS may disclose a copy of the certificate to the person doing business with the unverified subcontractor;
- Disclose to a person doing business with an unverified prime or general contractor whether a good and valid surety bond has been posted with DRS; and
- Verify whether or not any contractor or subcontractor is a resident contractor.

Effect on Other Documents: This Special Notice modifies and supersedes **Special Notice 2011(17), 2011 Legislative Changes to the Procedures Governing Nonresident Contractors**, and modifies and supersedes **Informational Publication 2006(35), Building Contractors' Guide to Sales and Use Taxes**, to the extent it discusses the provisions of Conn. Gen. Stat. §12-430(7).

Effect of This Document: A Special Notice announces a new policy or practice in response to changes in state or federal laws or regulations or to judicial decisions. A Special Notice indicates an informal interpretation of Connecticut tax law by DRS.

For Further Information: Call DRS during business hours, Monday through Friday:

- **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only); or
- **860-297-5962** (from anywhere).

TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

For questions regarding the nonresident contractor bond law, call **860-541-7538**.

Forms and Publications: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms and publications.

Paperless Filing/Payment Methods (fast, easy, free, and confidential):

Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at www.ct.gov/TSC to file a variety of tax returns, update account information, and make payments online.

File Electronically: You can choose to get first-time filer information and filing assistance, or can log directly into the **TSC** to file returns and pay taxes.

Pay Electronically: You can pay taxes for tax returns that cannot be filed through the **TSC**. Log in and select the **Make Payment Only** option. Designate a payment date up to the due date of the tax and mail a paper return to complete the filing process.

DRS E-Alerts Service: Get connected to the latest news from DRS. Receive notification by email of changes to legislation, policies, and procedures. **DRS E-Alerts** provide information for employer's withholding tax, News – Press Releases, and Top 100 Delinquency List. Visit the DRS website at www.ct.gov/DRS and select e-alerts from the left navigation bar.

SN 2012(2)
Sales and use taxes
Withholding tax
Contractor bonds
Issued: 03/22/2012

Department of Revenue Services
 Compliance Support Unit
 25 Sigourney Street Ste. 2
 Hartford CT 06106-5032
 New (10/01/2011)

**Form AU-964
 Surety Bond and Release**

Purpose: A registered nonresident prime or general contractor working in Connecticut, and a surety company licensed to do business in Connecticut, use **Form AU-964** to post a surety bond for a specific project over \$250,000 to ensure all taxes due to the State of Connecticut from the contract, including all subcontractors directly under the prime or general contractor are paid to Department of Revenue Services (DRS). Read the instructions on the reverse side before you complete this form. If you need assistance, call **860-541-7538**, Monday through Friday, during business hours.

Part I: Nonresident Prime or General Contractor Information		
Name		Connecticut Tax Registration No.
Address (Street or PO Box, City, State, and ZIP Code)		
Part II: Customer of Nonresident Prime or General Contractor (owner, lessee, or other person having authority to enter into a contract)		
Name		Address (Street or PO Box, City, State, and ZIP Code)
Part III: Surety Company Information		
Name		Bond No.
		Bond Amount, 5% of Total Contract Price
Address (Street or PO Box, City, State, and ZIP Code)		
Part IV: Project Information <input type="checkbox"/> Check if this bond is for a change order.		
Physical Location of Project (Street, City or Town)		Name of Project
Commencement Date	Completion Date	Total Contract Price not to be less than \$250,000
Conditions of the obligation for the project detailed above: <ul style="list-style-type: none"> • The nonresident prime or general contractor has entered into a contract related to real property at a Connecticut location for a contract price of \$250,000 or more. • The nonresident prime or general contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid. • If the nonresident prime or general contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise the obligation remains in full force. • This bond jointly and severally binds the nonresident prime or general contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation. 		
Nonresident Prime or General Contractor Declaration: I, an authorized agent of the nonresident prime or general contractor, declare under the penalty of law that I have examined Form AU-964 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.		
Print Name		Title
Authorized Signature		Date
Surety Company Declaration: I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this Form AU-964 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.		
Print Name		Title
Authorized Signature		Date
		Raised Seal:
~~ For DRS Use Only ~~		
Release by Authorized DRS Agent: I, an authorized agent of the DRS, have examined the tax liabilities covered by this Form AU-964 and am releasing the nonresident prime or general contractor named above and the surety named from this bond related to the project and timeframe described above. The DRS will retain the original copy of this form.		
Print Name		Title
Authorized Signature		Date
		Stamp:

Instructions

Part I: Enter the name and complete address of the nonresident prime or general contractor furnishing the bond. Include the nonresident prime or general contractor's Connecticut tax registration number.

Part II: Enter the name and complete address of the customer of the nonresident prime or general contractor.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number and bond amount, which must be 5% of the total contract price.

Part IV: Check the box if the bond is for a change order occurring after the bond for the initial contract was furnished to DRS. Enter the name of the project and the complete address including the street address and the city or town where the project is physically located. Enter the commencement date of this project or change order. Enter the date by which the nonresident prime or general contractor is expected to complete work on this project or change order. Enter, in words and figures, the total amount to be paid to the nonresident prime or general contractor under the contract. Indicate if this amount is an estimate. This amount cannot be for a contract less than \$250,000.

Declarations: An authorized representative for the nonresident prime or general contractor and the surety company must sign and date the declaration on Form AU-964. The name of the nonresident prime or general contractor and the surety company must be exactly as it appears on the bond. The raised corporate seal of the surety company must be affixed by its signature on Form AU-964.

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION**

CONTRACTORS WAGE CERTIFICATION FORM

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 _____, 20 _____

Notary Public

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

Date of Schedule Issued: _____

Project: Tower Resident Room Renovation

**Minimum Rates and Classifications
for Building Construction**

ID# : B 18074

**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: 7001

Project Town: Greenwich

State#:

FAP#:

Project: Tower Resident Room Renovation

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	35.00	27.41
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**		
2) Boilermaker	35.24	25.01

As of: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	27.24 + a
3b) Tile Setter	32.94	22.42
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.25	19.20
3e) Plasterer	32.50	26.21

-----LABORERS-----

As of: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.65	17.15
4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
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	26.65	17.15
4d) Group 5: Air track operators, Sand blasters	27.15	17.15
4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15

As of: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
4i) Group 10: Traffic Control Signalman	16.00	17.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	30.45	21.65
5a) Millwrights	30.78	22.15

As of: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

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)	48.75	37.73
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	46.41	25.185+a+b
-----LINE CONSTRUCTION-----		
Groundman	24.99	6.5% + 9.75
Linemen/Cable Splicer	45.43	6.5% + 16.20
8) Glazier (Trade License required: FG-1,2)	34.18	17.75

As of: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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---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. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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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)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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As of: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

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)	34.01	21.55 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + 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).	33.36	21.55 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
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).	32.53	21.55 + a

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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	30.49	21.55 + a
Group 12: Wellpoint operator.	30.43	21.55 + a
Group 13: Compressor battery operator.	29.85	21.55 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a

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Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	30.62	17.75
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10b) Taping Only/Drywall Finishing	31.37	17.75
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10c) Paperhanger and Red Label	31.12	17.75
10e) Blast and Spray	33.62	17.75
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	39.31	26.27
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
Rofer: Cole Tar Pitch	37.00	12.75 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	35.50	12.75 + a

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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.41	31.90
16) Pipefitter (Including HVAC work) (Trade 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)	39.31	26.27
-----TRUCK DRIVERS-----		
17a) 2 Axle	27.88	18.27 + a
17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
17c) 3 Axle Ready Mix	28.03	18.27 + a

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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
17e) 4 Axle Ready Mix	28.13	18.27 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	38.98	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

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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*

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. 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: Tuesday, July 16, 2013

Project: Tower Resident Room Renovation

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: Tuesday, July 16, 2013

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/cdcenters/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. 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.

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.

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.

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.

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **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/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 requires either a blended rate or 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 requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **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. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **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), metal bridge handrail, and decorative security fence 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. (tear-off and/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, wall panel siding, 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. Insulated metal and insulated composite panels are still installed by the Iron Worker. 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.

- **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**

Definitions:

1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;

(b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

Truck drivers are covered for payroll purposes under the following conditions:

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

Truck Drivers are not covered in the following instances:

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

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 4th, 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.

***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 _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 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 employee 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 employee 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 employee of the Employer 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 employee's name first appears.

(Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

[New] In accordance with Section 31-53b(6) 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.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS																					
WEEKLY PAYROLL																					
CONTRACTOR NAME AND ADDRESS																					
Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Waterbury, CT 06109																					
SUB CONTRACTOR NAME & ADDRESS																					
XYZ Corporation 2 Main Street Yonke, CT 06389																					
WORKERS COMPENSATION INSURANCE CARRIER																					
Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 7/1/05 EXPIRATION DATE: 12/31/09																					
PAYROLL NUMBER	CONTRACTOR NAME AND ADDRESS	PROJECT NAME & ADDRESS	DAY AND DATE							CHECK # AND NET PAY											
			S	M	T	W	TH	F	S												
PERSON WORKER ADDRESS AND SECTION	APPROVAL DATE AND RATE	WORKS ORGANIZATION	HOURS WORKED EACH DAY																		
			S	M	T	W	TH	F	S												
PERSON WORKER ADDRESS AND SECTION	APPROVAL DATE AND RATE	WORKS ORGANIZATION	Trade License Type & Number - OSHA Identification Number	HOURS WORKED EACH DAY																	
				S	M	T	W	TH	F	S											
1	London Corporation, 15 Connecticut Avenue, Northford, CT 06472	DOT 105-296 Route 82																			
Robert Craft 81 Maple Street Williamson, CT 06226	M.C.	Electrical Licenar E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	Electrical Apprentice OSHA 234567		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B	M.H.	Project Manager																			

7-13-2009
 WWS-CPI
 *IF REQUIRED
 *SEE REVERSE SIDE
 PAGE NUMBER 1 OF 2

^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 Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (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 employee 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 employee 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 employee of the Employer 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 employee's name first appears.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

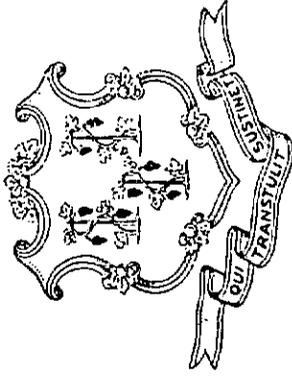
Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
(Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS



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.