TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 7066

ISSUE DATE: 3/28/14

DEADLINE DATE: 5/01/14

DEADLINE TIME: 3:00 P.M.

X REQUEST FOR BID

PREBID CONFERENCE TIME AND DATE: 11:30 AM on 4/10/14

PREBID LOCATION: Gisborne Conference Room, 1st Fl.
Town Hall – 101 Field Point Rd.
Greenwich, CT 06830

ITEM/CATEGORY DEMOLITION of TOWN BUILDINGS

LOCATION GREENWICH, CT

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

An Affirmative Action/Equal Opportunity Employer, M/F/H

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 initialed 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.

REQUEST FOR BID

Sealed bids, one (1) original and one (1) copy, will be received in the Office of the Purchasing Department and shall be opened and read aloud in the Purchasing Department Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at **three o'clock P.M. (prevailing time) on Thursday, May 1, 2014** for the following work:

REQUEST FOR BID #7066

DEMOLITION of TOWN BUILDINGS

Bid security for 5% of the lump sum bid must accompany each bid. All such security, except those of the three lowest bidders, will be returned within five (5) days after the bids are opened.

Bidders may be required to submit data covering financial resources, equipment and ability to perform the work rapidly and in a satisfactory manner.

Bidders must complete and include with their bid the Vendor Information & Signatory Form.

The right is expressly reserved to reject any or all bids, to waive any informalities in the bids, or to accept such bids as appear to be in the best interest of the Town.

Specifications may be obtained on the Town's website, www.greenwichct.org/bids or in the Purchasing Department at Town Hall, 101 Field Point Road, Greenwich, Connecticut. It is the responsibility of the prospective bidder to check the website for any addenda issued up to 48 hours prior to the bid opening.

A Prebid Conference will be held at the Town of Greenwich, Town Hall, Gisborne Conference Room – 1st Fl. 101 Field Point Road, Greenwich, CT on Thursday, April 10, 2014 at 11:30 A.M. This Prebid Conference will be followed by an inspection of the demolition sites. It is highly recommended that the demolition sites be inspected before bidding on this project.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, insurance coverage requirements minimum wage rates to be paid under the contract and construction safety and health course requirements.

James Giarraputo Latham, CPPB
Senior Buyer

Date: March 28, 2014

SECTION 1

INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

1.1 RECEIPT AND OPENING OF BIDS.

Sealed bids, one (1) original and one (1) copy, will be received at the Office of the Purchasing Agent and shall be opened and read aloud in the Purchasing Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at **three o'clock p.m. (prevailing time) on Thursday, May 1, 2014**, for the following work:

REQUEST FOR BID #7066

DEMOLITION of TOWN BUILDINGS

1.2 LOCATION AND DESCRIPTION OF WORK TO BE DONE.

The work herein specified to be done consists of **RFB #7066 DEMOLITION of TOWN BUILDINGS**, Greenwich, Connecticut, all as more particularly indicated, shown or described in the drawings, specifications and other contract documents and as described by the Superintendent of Building Construction and Maintenance.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified.

The location, general characteristics and principal details of the work are indicated in the technical specifications.

The above drawings are the contract drawings, sometimes referred to herein as the "Drawings". Additional drawings showing details in accordance with which the work is to be done will be furnished from time to time by the Superintendent, B.C.& M., if found necessary, and shall then become a part of the contract drawings.

1.3 CONTRACT DOCUMENTS.

The 'Drawings', 'Request For Bid', 'Information for Bidders', Forms for 'Bid', 'Agreement' and Bonds, General Conditions' and 'Technical and Materials Specifications' become the contract documents and are available at www.greenwichct.org/bids.

1.4 CHARGE FOR DRAWINGS.

There are no separate drawings for this project.

1.5 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS.

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or other contract documents or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and other contract documents, including addenda, as described below, is given informally, for information and the convenience of the bidder only, and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assess any claim or demand against the Town or the Superintendent, B.C.& M. on account thereof.

To receive consideration, such questions shall be submitted in writing to the Senior Buyer at the Town of Greenwich Purchasing Department, 101 Field Point Road, Greenwich, CT 06830 or by email to jlatham@greenwichct.org at least seven (7) business days before the established date for receipt of Bids. If the questions involve the acceptability or use of any unspecified products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Senior Buyer to determine the acceptability, equality and suitability of the unspecified product or method. In general, the Senior Buyer will neither approve nor disapprove particular products prior to the opening of Bids. Such products will be considered when offered by the Contractor for incorporation into the work.

The Senior Buyer will set forth as addenda, which shall become a part of the contract documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. It is the responsibility of the prospective bidder to check the Town's website (www.greenwichct.org/bids) for any addenda issued up to 48 hours prior to the bid opening.

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the addenda. Any addenda issued shall take precedence over drawings or specifications.

Where there is a conflict between specifications and drawings, the higher standard shall prevail.

1.6 BIDDERS TO INVESTIGATE.

Bidders are required to submit their bids upon the following express conditions which shall apply to and be deemed a part of every bid received.

Bidders must satisfy themselves by personal examination of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

Any subsurface information furnished is based on an interpretation made at specific locations as indicated and no assurance is given that these conditions are necessarily typical of other locations or that they have remained unchanged since the field data were obtained. Further, no assurance is given that the presence or absence of water and other subsurface conditions at the time of these explorations will be representative of actual conditions at the time of construction. The Contractor shall be solely responsible for any assumptions, deductions, or conclusions he may make or which may be derived from his examination of any available subsurface information.

1.7 INFORMATION NOT GUARANTEED.

All information given on the drawings or in the other contract documents relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Town does not guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the other contract documents and the bidder or Contractor shall assume all risk with respect to such conditions.

It is agreed further and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for, any claim or demand against the Town or the Superintendent, B.C.& M., arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work.

The Contractor shall dig test pits, contact appropriate parties, or do any other necessary work, and at his own expense, to locate subsurface and other structures both shown and not shown on the drawings, in advance to performing work near the structure.

1.8 BLANK FORM FOR BID.

All bids must be upon the blank form for "Bid Reply Sheet", which is given in Section 2, and must state the proposed price of each item of the work, with the lump sum price both in words and in figures, and be signed by the bidder with his business address and place of residence.

1.9 TIME LIMITS AND TIME CHARGE.

The Contractors shall commence with the work within ten (10) days after receipt of "Notice to Proceed" from the Town.

Time is of the essence for this contract and as prosecution of the work will inconvenience property owners, vehicular traffic, and pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also, the cost to the Town of administration of the contract, including engineering, inspection and supervision of construction, will be increased or decreased as the time occupied in the work is lengthened or shortened and the deprivation to the residents of the Town of the needed improvement herein contracted for will cause damages to the Town, the exact amount of which will be difficult to ascertain. Therefore, in order to avoid the uncertainties and time consuming effort involved, it is hereby estimated that the reasonably probable, foreseeable damages which will arise in the event of the Contractor's delay are hereby expressed in terms of a time charge which will be made against the Contractor, and dates for completion, suspension and/or commencement of work will be established in accordance with the following provisions.

A time charge of five hundred dollars ($500.00) per day will be made against the Contractor for each and every day (Saturdays, Sundays and legal holidays excluded) that the work is not in progress beyond fourteen (14) calendar days (no days excluded) after the Contractor has been notified to commence with the work. The amount of time charge will be deducted from the monthly and final payments due the Contractor as these are made. This time charge will continue, except as provided below, until the work is completed and accepted, but not including retainer, maintenance or repair period, if any. The Superintendent, B.C. & M.'s decision concerning whether the work has been completed shall be final, as provided in Article 4.4 of this contract.

The time charge will be suspended during the period of any delay that may be caused by the Town, either through change of plan or through ordering suspension of the work for any reason other than failure on the part of the Contractor to comply with the specifications said suspension to be certified by engineer. If the delay is caused to the Contractor by specific orders of the Superintendent, B.C. & M. to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the contract documents), such delay will not be seen as a Contractor delay.

1.10 WITHDRAWAL OF BID.

Except as hereinafter in this article otherwise expressly provided, once his bid is submitted and received by the Town for consideration and comparison with other bids similarly submitted, the Bidder agrees that he may not and will not withdraw it within one hundred twenty (120) consecutive calendar days after the actual date of opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of bids.

2. Provided the bid has not theretofore been accepted by the Town, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the 'agreement' has been executed by both parties thereto or until the Town notifies a Bidder in writing that his bid is rejected or that the Town does not intend to accept it, or returns his bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

1.11 CONTRACT BONDS.

The Bidder whose bid is accepted agrees to furnish the 'contract bonds' in the forms which follow in Section 5, entitled "Contract Bonds", each in the sum of the full amount of the bid, including allowance for contingencies and extra work, and/or contract price as determined by the Superintendent, B.C.& M., and duly executed and acknowledged by the said Bidder 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 premiums for such bonds shall be paid by the Contractor. **The 'contract bond' is only required for contracts exceeding $100,000.00.**

The Bidder must provide a letter from the bonding company stating that their company is able to receive performance bonding within one week's time after receipt of award on the Town of Greenwich Performance, Maintenance and Payment Bond form (pp. 42-43) for this project in the total amount of the bid. The letter must be on the bonding company's letterhead with their name, address and telephone number and must be submitted with the bid.

1.12 ABILITY AND EXPERIENCE OF BIDDER.

No award will be made to any Bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named, or, where such time is not named, within reasonable period of time as is determined by the Superintendent, B.C.& M. The Town's decision or judgment on these matters shall be final, conclusive and binding.

The Town may make such investigations as it deems necessary, and the Bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.

1.13 BIDS.

The Town may reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities.

1.14 RIGHT TO REJECT OR ACCEPT BIDS.

The Town reserves the right to reject any or all bids with or without reason, or to accept any bid even if it is not the low bid, should the Town deem it to be in the public interest or the interest of the Town to do so. The Town's decision on the qualifications of any bid and/or its decision to accept any bid, or reject any or all bids shall be final, conclusive and binding on all Bidders.

1.15 RIGHT TO ALTER FORM, QUANTITY, OF WORK.

The Town further reserves the right to make alterations in the lines, grade, plan, form and quantity of the work herein contemplated, either before award of contract to the successful Bidder and/or before or after the commencement of the work because of priority restrictions, insufficient funds in appropriations, or other cause. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage, or for anticipated profits on the work dispensed with, or affect the prices bid for the various classes of work remaining. If they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the price or prices bid for the various classes of work, or if not susceptible of classification, the price or prices shall be agreed upon in writing in advance, and in case of failure to so agree, the Contractor shall do the work as aforesaid as extra work.

1.16 EXECUTION OF AGREEMENT.

The Bidder whose bid 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.

1.17 INSURANCE PROCEDURE FORM/INSURANCE CERTIFICATES.

The Bidder is required to submit with his bid a signed Insurance Procedure Form, page number 25. By signing this form, Bidder acknowledges that he will provide the insurance coverage required for the contemplated work at no additional charge to the Town of Greenwich.

The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurance and in such form called for under that article of the 'agreement', titled 'Insurance', and has obtained approval in writing of such certificates from the Town.

1.18 COMPARISON OF BIDS.

Bids will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices, all as stated in the 'Bid Reply Sheet'.

In the event that there is a discrepancy in the Bid Reply Sheet between the Lump-Sum or unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the Bidder's agreements, as hereinabove set forth in the Bid Reply Sheet.

1.19 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 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. The bid security 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, the Bid Bond shall become payable to the Town, as liquidated damages, otherwise, the Bid Bond shall become null and void.

1.20 ITEMS.

The work to be done under this contract has been divided into parts or items to enable each Bidder to bid on the different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item.

1.21 MINIMUM PREVAILING WAGES.

Pursuant to Connecticut General Statutes Section 31-53, the minimum prevailing wages paid on this project, if new construction of $400,000 or more or rehabilitation, repair or the like of $100,000 or more, shall be as shown on the State of Connecticut Labor Department, Wage and Workplace Standards Division, 'Schedule of Prevailing Rates' a copy of which is attached to these specifications. See Section 4.48 of these specifications.

1.22 CONSTRUCTION SAFETY AND HEALTH COURSE

Pursuant to Connecticut General Statutes Section 31-53b the Bidder awarded a Contract for new construction of $400,000 or more or rehabilitation, repair or the like of $100,000 or more must 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 regulations adopted by the State of Connecticut Labor Commissioner. See Section 4.48 of these specifications.

1.23 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 in Section 7, pages 56 through 60. This document provides the full definition of "Nonresident Contractor", and describes the State of Connecticut's process for verification. Form REG-1, Business Taxes Registration Application, is also included in Section 7, pages 61-66.

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 included in Section 7, pages 54 and 55, with the Department of Revenue Services in the amount equal to 5% of the total contract price including any change orders.

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.

1.24 SUPPLIERS AND SUBCONTRACTORS.

The Town would appreciate it if all bidders would include Greenwich suppliers and subcontractors in solicitation of prices for the proposed work.

SECTION 2

BID

To the Town of Greenwich, Connecticut, herein called the Town, acting by and through its Department of Public Works, Building Construction and Maintenance Division, **RFB #7066, DEMOLITION of TOWN BUILDINGS**

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows:

(1) The only parties interested in this bid as principals are named herein

(2) This bid is made without collusion with any other person, firm or corporation

(3) No officer, agent or employee of the owner is directly or indirectly interested in this bid

(4) He has carefully examined the site of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this bid, and he has carefully read and examined the drawings, the annexed proposed 'agreement' and the specifications and other contract documents therein referred to and knows and understands the terms and provisions thereof

(5) And he understands that the quantities of work tabulated in this bid or indicated on the drawings or in the specifications or other contract documents are only approximate and are subject to increase or decrease as deemed necessary by the Superintendent, B.C.& M.

And he agrees that, if this bid is accepted he will contract with the Town, as provided in the copy of the contract documents deposited in the office of the Building Construction and Maintenance Division of the Department of Public Works, this bid form being part of said contract documents and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, tools, appliances, supplies and all within the time therein prescribed and according to the requirements of the contract documents and of the Superintendent, B.C.& M. as therein set forth, and that he will take in full payment therefor the Lump-Sum or unit price applicable to each item of the work as stated in the following Bid Sheets.

Bidders must bid on each item. All entries in the entire bid must be made clearly and in ink. Prices bid must be written in both words and figures. Bidders should insert extended item prices obtained from quantities and unit prices and insert the total price and applicable addenda numbers where indicated.

Materials and supplies purchased for this Contract which are to be physically incorporated in and become a permanent installation in the work will be exempt from the Connecticut Sales and Use Tax under the Connecticut Education, Welfare and Public Health Tax Act. Each bidder shall take this exemption into account in calculating his Bid for the Work.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, express or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

TOWN OF GREENWICH

REQUEST FOR BID #7066 DEADLINE: 05/01/14 AT 3:00 P.M.

DEMOLITION of TOWN BUILDINGS

Reply Sheet (Page 1 of 5)

PRICING

The bidder shall provide all pricing for this RFB on the following reply sheets. All pricing shall be complete and include all costs including but not limited to insurance, bonding, materials, supervision, labor, transportation, shipping, unloading, rigging, installation, delivery, etc. Delivery terms are FOB destination, freight prepaid and allowed. The Town reserves the right to award on a line-by-line basis or as a lump sum.

Work As Specified	Total Labor Price	Total Material Price	Total
1. General Conditions	$_____	$_____	$_____
2. Asbestos Abatement	$_____	$_____	$_____
3. Demolition of House	$_____	$_____	$_____
4. Demolition of Restroom	$_____	$_____	$_____
5. Excavation	$_____	$_____	$_____
LUMP SUM (total of '1' thru '5')	$_____	$_____	$_____

Total Lump Sum of all labor and all materials in words:

_____

_____

_____

Lead Time

The Town's target time frame for completion of this project is approximately three months.

The bidder shall indicate below the approximate number of days the contractor will need to complete this project after receiving notice to proceed from the Town.

Total # of Days to Complete Project: _____

Bidder's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR BID #7066 DEADLINE: 05/01/14 AT 3:00 P.M.

DEMOLITION of TOWN BUILDINGS

Reply Sheet (Page 2 of 5)

SELF-PERFORMANCE

The Contractor shall be at least 40% self-performing in the labor portion of this project. The Contractor's employees shall execute at minimum 40% of the dollar amount of the labor required to perform this project. Subcontractors shall perform no more than 60% of the dollar amount of the labor.

Project Labor	**Amount of Labor Performed by Contractor**	**Amount of Labor Performed by Subcontractor**
1. General Conditions	$ N/A	$ N/A
2. Asbestos Abatement	$_____	$_____
3. Demolition of House	$_____	$_____
4. Demolition of Restroom		
5. Excavation	$_____	$_____
TOTAL (total sum of '1' thru '5')	$_____	$_____

Bidder's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR BID #7066 DEADLINE: 05/01/14 AT 3:00 P.M.

DEMOLITION of TOWN BUILDINGS

Reply Sheet (Page 3 of 5)

Optional Pricing

The bidder shall provide complete pricing for the removal and disposal of unidentified ACM material below:

Asbestos Floor Tile	$_____	Square Foot
Asbestos Floor Tile & Mastic	$_____	Square Foot
Asbestos Black Tar Paper	$_____	Square Foot
Asbestos Transite Board	$_____	Square Foot
Asbestos Boiler Insulation	$_____	Square Foot

Bidder's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR BID #7066 DEADLINE: 05/01/14 AT 3:00 P.M.

DEMOLITION of TOWN BUILDINGS

Reply Sheet (Page 4 of 5)

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'S COMPANY 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 #7066 DEADLINE: 05/01/14 AT 3:00 P.M.

DEMOLITION of TOWN BUILDINGS

Reply Sheet (Page 5 of 5)

NON- COLLUSION LANGUAGE CONTINUED

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 _____

Vendor Information & Signatory Form

Vendor Name: _____

Primary Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Secondary Business Location(s)if any:

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Entity: Corporation: _____ Type of Corp.: _____ LLC: _____
Partnership: _____ Joint Venture: _____ Sole Proprietorship: _____
Other (please describe): _____

1. CT State Business License Number (if applicable): _____
   State Agency issuing license: _____
2. Number of years in business under entity name: _____
3. Provide below the full names of entity's owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)

   _____

   _____

   _____

   _____

4. Has the entity changed its name within the past 3 years?
   a. YES ☐ NO ☐
5. If yes, provide former name(s): _____
6. Have there been any recent (within the last three years) changes in control/ownership, > 20% of the entity?
   a. YES ☐ NO ☐
7. If yes, explain. (use a separate sheet of paper if necessary)
8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?
   a. YES ☐ NO ☐
9. If yes, please explain. (use a separate sheet of paper if necessary)
10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, antitrust violation, regulatory action, settlements, lawsuit or other legal action involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor's business activities?
    a. YES ☐ NO ☐

11. If the answer to question number 10 is 'yes', please explain below. (use a separate sheet of paper if necessary.)

_____

_____

_____

12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?

a. YES ☐ NO ☐

13. Name and title of person completing / responsible for submission of this bid or contract and the responses to this questionnaire: _____

14. Telephone number and email address for person identified in questions #13:

Phone No.: _____ Email Address: _____

15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of $250,000.

a. YES ☐ NO ☐

Name of Insurance Carrier: _____

The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

16. Have any claims been made against the entity's performance bond? YES ☐ NO ☐

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.

a. YES ☐ List of States:_____ NO ☐

18. Please indicate whether your entity has ever been convicted of OSHA violations.

a. YES ☐ (Attach separate page(s) with explanation.) NO ☐

With regard to item No.17 and 18, the vendor understands and agrees that it has a continuing obligation to inform the Town of any OSHA violation and if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

19. Provide below an inventory list of all major equipment owned by the entity that would be used on this project:

_____

_____

_____

_____

_____

20. Provide a complete list of the entity's current public customers located in the State of Connecticut:

CUSTOMER	**ADDRESS**	**CONTRACT ANNUAL AMOUNT**

FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

Signature _____ Date:_____

Print Name and Title _____

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of Agreement, he will accept compensation as stipulated therein in full payment for such Extra Work.

If this bid is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated in the Information for Bidders, Article 1.9 headed "Time Limits and Time Charge."

As provided in the Information for Bidders, the bidder hereby agrees that he will not withdraw this bid within one hundred twenty (120) consecutive calendar days after the actual date of the opening of bids, and that, if the Town shall accept this bid, the bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required Contract Bonds and Insurance Certificates within ten (10) days after date of the award of the contract.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages, the amount of the bid check which shall become the Town's property. If a Bid Bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by surety.

The undersigned has read and agrees to provide the types and required insurance coverage limits, as defined by Article 4.6 "Insurance". The submitted bid includes all costs relating to the insurance requirements for the contract work.

The bidder, by submittal of this bid, agrees with the Town that the amount of the bid security deposited with this bid fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the bidder to fulfill his agreements as above provided.

_____ (Name of Bidder)	_____ (Signature and Title of Authorized Representative)
_____ (Business Address)	_____ (Type or Print Name of Authorized Representative)
_____ (City and State)	_____ (Affix Corporate Seal)
_____ (Federal Tax Identification Number)	_____ (Date)
_____ (Telephone Number)	_____ (Fax Number)
_____ (Email Address)	

The Bidder is - a corporation incorporated in the State of _____
- A partnership - An Individual. (Bidder must add and delete as necessary to make the foregoing sentence read correctly.

If the Bidder is a corporation, Affix corporate seal and give below the names of its President, Treasurer and General Manager. If a partnership, give full names and residential addresses of all general partners and if an individual, give residential address if different from business address.

The required names and addresses of all persons interested in the foregoing bid, as principals, are as follows:

PRINCIPAL NAME & TITLE	ADDRESS

_____
Affix Corporate Seal

The Bidder is requested to list below five (5) references for similar work of equal size to that included in the proposed contract that he has done within the last three years which will enable the Town to judge his experience, skill and business standing. Please include project date, contact person and phone number.

COMPANY NAME	PROJECT DATE	CONTACT PERSON	PHONE NUMBER

(ADD SUPPLEMENTARY PAGE IF NECESSARY.)

CERTIFICATE AS TO MINIMUM PREVAILING WAGES

The undersigned, being duly sworn, deposed and says

1. That he is the _____ of the Contractor,
(Title)

In the project hereinafter referred to, and is authorized to execute this certification on behalf of the Contractor,

2. In connection with **RFB #7066 DEMOLITION of TOWN BUILDINGS**, it is hereby certified that the Contractor has read and understands the provisions of Section 4.48, Prevailing Wages, of these specifications and has included in his bid price the cost of compliance with their requirements.

3. This certification is made at the request of the Town of Greenwich for the purpose of inducing the Town to enter into a contract for the project work and knowing that the Town will rely upon the truth of the representation herein made.

Subscribed and sworn to

Before me this _____ day

Of _____ 20____.

_____
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

_____
NOTARY PUBLIC

_____
(TYPE OR PRINT NAME OF PERSON AUTHORIZED TO SIGN)

SECTION 3

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 an 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 **RFB #7066, DEMOLITION of TOWN BUILDINGS.**

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)

****

ATTEST

_____

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

****

WITNESS

_____

*
*_____
*CORPORATE SURETY
*
*_____
*BUSINESS ADDRESS
* AFFIX
* CORPORATE
* SEAL
*_____
*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)

SECTION 4

AGREEMENT

TITLE	ARTICLE
DEFINITIONS	4.1
THE CONTRACT DOCUMENTS	4.2
OBLIGATIONS AND LIABILITY OF CONTRACT	4.3
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PAYMENT OF SUBCONTRACTORS	4.49

This agreement, herein referred to as the "Agreement", executed this _____ day of _____ in the year Two Thousand Fourteen, by and between the Town of Greenwich, Connecticut, _____ acting through its Department of Public Works, duly authorized therefore, which acts, herein solely for said Town and without personal liability to itself, Party of the first part, and _____, Party of the second part.

Witnesseth, that the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

4.1 DEFINITIONS.

Whenever the words hereinafter defined or pronouns used in their stead occur in the contract documents, they shall have the following meaning:

The word 'Owner' or 'Town' shall mean the party of the first part above designated.

The word 'Contractor' shall mean the party of the second part above designated.

The word 'Agent' and/or the word 'Superintendent, B.C.& M.' shall mean that person or firm duly appointed by the Town to undertake the duties and powers herein assigned to the Superintendent of Building Construction and Maintenance, acting either directly or through duly authorized representatives.

The word 'Specifications' when used herein shall be deemed to refer to the General Conditions, Technical and Materials Specifications and Special Conditions, if any.

The words 'Herein', 'Hereinafter', 'Hereunder', and words of like import, shall be deemed to refer to the contract documents.

4.2 THE CONTRACT DOCUMENTS.

The 'Agreement', the 'Information for Bidders', the Contractor's 'Bid' as accepted by the owner, the 'Special Conditions', if any, the 'General, Technical and Supplemental 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".

The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the 'Special Conditions', if any, and the provisions of any of the other contract documents, the provisions of the "Special Conditions", if any shall prevail. In the event of conflict or inconsistency between the provisions of the 'Agreement' and the provisions of the contract documents other than the 'special Conditions', if any, the provisions of the 'agreement' shall prevail.

4.3 OBLIGATIONS AND LIABILITY OF CONTRACTOR.

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of

the work in the manner and within the time hereinafter specified, in strict accordance with the drawings, specifications and other contract documents, in conformity with the directions and to the satisfaction of the Superintendent, B.C.& M., and at the prices herein agreed upon therefore.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the specifications.

The Contractor shall coordinate his operations with those of any other Contractors who may be employed on other work of the Town, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall consult with representatives of all subcontractors to avoid interferences. The Contractor shall rearrange any work which may cause interference with work of other trades, without increase in contract sum.

The Contractor shall notify the Fire and Police Departments prior to any construction which is expected to block off vehicular or pedestrian traffic.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property and at his own expenses unless specifically provided for otherwise herein.

The Contractor shall have complete responsibility for the work and the protection thereof and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Superintendent, B.C.& M. to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the Superintendent, B.C.& M. to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other causes. 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 or injury or damage to or destruction of any property, directly or indirectly, to the extent arising out of, relating to, or in connection with the work called for in the Contract, claimed to be due in whole or in part to the active, passive, sole or concurrent negligent acts, errors or omissions, 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, the Contractor shall and does hereby assume and agrees to pay for (or, in the case of professional liability matters indemnify 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 found by a judgment entered against the Town, its officers, agents, servants or employees or a settlement consented to by the Town, its officers, agents, servants, or employees to have been occasioned 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 the administration of the Contract) and/or other person or persons (but not including Contractor, its officers, agents, servants, employees or sub-contractors).

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other Contractors. In case of any such damage resulting from his operations, he shall repair and make good as new, the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damages caused.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other Contractor or any subcontractor of any such other contractor or any material supplier, the Contractor shall have no claim against the Town therefore, other than for an extension of time, but shall have recourse solely to such other Contractor, subcontractor or material supplier.

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 Contractor 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.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the work or his operations under the agreement and/or the other contract documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services and the employment of persons in the prosecution of the work.

4.4 AUTHORITY OF THE SUPERINTENDENT OF BUILDING CONSTRUCTION & MAINTENANCE.

The Superintendent, B.C.& M. shall be the sole judge of the intent and meaning of the drawings, special conditions, if any, and technical and material specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

The Superintendent, B.C.& M. shall be the Town's representative during the life of the contract and he shall observe the work in progress on behalf of the Town. He shall have authority (1) to act on behalf of the Town to the extent expressly provided in the contract or otherwise in writing. (2) to stop the work whenever such stoppage may be necessary, in his sole discretion, to prevent improper execution of the work or otherwise to protect the interests of the Town. (3) to approve and direct the sequence of execution and general conduct of the work and to direct that changes be made in such sequence where, in his sole discretion, public necessity or welfare, the interest of the Town or the progress of the work shall require. Such approval and/or direction shall, however, in no way relieve or diminish the responsibility of the Contractor for or in the conduct or the work. (4) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the contract. (5) to decide all questions which arise in relation to the work, the execution thereof, and the fulfillment of the contract.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Superintendent, B.C.& M. and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objections thereto, he may require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Town stating clearly and in detail his objections, the reasons therefore and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Town. Unless the Contractor files such

written protest with the Town and Superintendent, B.C.& M. within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instructions, determination or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination or decision as being fair, reasonable and finally determinative of his obligations and rights under the contract.

The Superintendent, B.C.& M.'s decision on any matter mentioned above shall be final and conclusive when made in good faith and in the exercise of his best judgment and shall be accepted by the Contractor and the owner in all cases.

4.5 SUPERVISION OF WORK.

The Contractor shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof and shall cooperate with the Superintendent, B.C.& M. in every possible way.

At all times, the Contractor shall have as his agent on the work a competent superintendent capable of reading and thoroughly understanding the drawings and specifications, with full authority to execute the directions of the Superintendent, B.C.& M. without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. The superintendent must attend meetings relating to the work. Such superintendent shall not be removed from the work without the prior written consent of the Superintendent, B.C.& M. If, in the opinion of the Superintendent, B.C.& M., the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Superintendent, B.C.& M., such approval, however, shall in no way relieve or diminish the Contractor's responsibility for the new superintendent.

Whenever the Contractor or his agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Superintendent, B.C.& M. to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

4.6 INSURANCE.

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 shall procure and maintain insurance of the types and amounts checked in paragraphs A through F on the Insurance Requirements sheet, page 23.

The Contractor shall require each of its subcontractors to procure and maintain, until final completion, acceptance and guarantee of each subcontractor's work, the same insurance of the types and amounts as checked on the Insurance Requirements sheet, page 23.

Certification and Cancellation: The Contractor shall furnish prior to the start of work called for in the contract the Acord certificate of insurance form for insurance documentation purposes as well as an endorsement letter from their Agent/Broker.

The awarded vendor will be required to provide insurance coverage as specified on the **Insurance Requirements Sheet, page 23,** of this Request for Bid. Upon award, the **Acord certificate of insurance form** must be completed by the vendor's insurance agent/broker and submitted to the Purchasing Department. The Town of Greenwich must be added as an additional insured on the Acord form. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as page 24.** The letter must be dated **on or after** the date stated on the Acord certificate of insurance. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. **The authorized representative who signs the Acord form must sign the letter as well.**

The Town of Greenwich will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Connecticut. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut. Please provide this information to your insurance agent/broker.

Please note that the Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

Company name and address must conform on all documents including insurance documentation. The Contract number, project name and a brief description must be inserted in the "Description of Operations" section of the Acord form. **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" section. The "Description of Operations" section should also reference Contract No. (provided to the awarded vendor), (description of work here).**

The Contractor shall be responsible for maintaining the specified 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 bid** the signed, original **"Insurance Procedure"** form, **page 25**, which states that the vendor agrees to provide the specified insurance coverage for this Bid at no additional charge above any insurance charge declared in the bid.

Insurance Requirement Sheet

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. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that 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 vendor), 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)

Authorized Representative for all companies listed in the Acord form

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

4.7 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 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.

4.8 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, 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 Superintendent, B.C.& M. 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.

4.9 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.

4.10 PERMITS.

The Contractor shall take out, at his own expense, 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 incidental to the due and lawful prosecution of the work, with one exception. The Town shall pay for its permit fee for the **********.

4.11 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 monies 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.

4.12 TIME FOR COMMENCEMENT AND COMPLETION OF WORK.

The Contractor shall commence with the work within ten (10) days after receipt of notice to proceed from the Town. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, if any, under article 1.9, 'time limits and time charge', which time is of the essence of the agreement.

4.13 LIQUIDATED DAMAGES OR TIME CHARGE.

Liquidated damages or time charge, if any, shall be as specified under article 1.9, 'Time Limits and Time Charge'.

4.14 NIGHT AND SUNDAY WORK.

No work shall be done at night or on Sunday except (1) usual protective work, such as pumping and the tending of lights and fires, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above, shall be done at night except when (A), in the sole judgment of the Superintendent, B.C.& M., the work will be of advantage to the Town and can be performed satisfactorily at night, (B) the work will be done by a crew organized for regular and continuous night work, and (C) the Superintendent, B.C.& M. has given written permission for such night work.

4.15 EMPLOY COMPETENT INDIVIDUALS.

The Contractor shall employ only competent individuals on the work and shall not employ individuals or means which may cause strikes, work stoppages or disturbance by workers employed by the Contractor, any subcontractor, the Town, the Superintendent, B.C.& M. or any other Contractor. Whenever the Superintendent, B.C.& M. 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 Superintendent, B.C.& M..

4.16 EMPLOY SUFFICIENT LABOR AND EQUIPMENT.

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

4.17 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.

4.18 ACCESS TO WORK.

The Town, the Superintendent, B.C.& M. 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.

4.19 EXAMINATION OF WORK.

The Superintendent, B.C.& M. shall be furnished by the Contractor with every reasonable 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. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof, shall be considered as extra work unless the original work was done in violation of the contract in point of time or in the absence of the Superintendent, B.C.& M. or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

4.20 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 Superintendent, B.C. & M. 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 Superintendent, B.C.& M. 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.

4.21 PROTECTION AGAINST WATER AND STORM.

The Contractor shall take all precautions necessary to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the work as the Superintendent, B.C.& M. may require in order that the finished work may be completed as required by the Contractor.

The Superintendent, B.C.& M. may suspend the performance of any work at any time when, in his judgment, the conditions are not suitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

4.22 MISTAKES OF CONTRACTOR.

The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes for which he and/or his agents, servants, employees or subcontractors are responsible, and he shall pay to the Town all costs, expenses, losses and damages resulting therefrom or by reason thereof as determined by the Superintendent, B.C.& M..

4.23 RIGHT TO MATERIALS.

Nothing in the contract shall be construed as vesting in the Contractor any right or property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Town.

4.24 CHANGES.

The Town, through the Superintendent, B.C.& M., may make changes in the work and in the drawings and specifications therefore 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 therefore, at the unit prices stipulated in the contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the article titled 'extra work', and for eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Superintendent, B.C.& M.. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Superintendent, B.C.& M. 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.

4.25 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 Superintendent, B.C.& M., 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 Superintendent, B.C.& M. so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Superintendent, B.C.& M., plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such, in writing by the Superintendent, B.C.& M.

The cost of extra work done under (B) above, shall include the reasonable cost to the Contractor of materials installed and equipment used, common and skilled labor, and foremen and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Superintendent, B.C.& M., the Contractor shall furnish itemized statements of the cost of the extra work ordered as above, and give the Superintendent, B.C.& M. access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work of social security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of 'Compilation of Rental Rates for Construction Equipment', published by the Associated Equipment Distributors, or a similar publication approved by the Superintendent, B.C.& M. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the work shall be added to the fair monthly rental, provided however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the contract.

The Contractor shall not include in the cost of extra work any cost or rental for small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (B) above (determined as stated above), the Contractor shall add fifteen (15) percent to cover his overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (B) above, by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add fifteen (15) percent in the case of the Contractor, and the Contractor shall be allowed an additional fifteen (15) percent of the subcontractor' cost for the extra work to cover the costs of the Contractor's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the Superintendent, B.C.& M.

If extra work is done under (B) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Superintendent, B.C.& M. A separate daily record shall be submitted for each extra work order. Extension of time on account of extra work shall, when applicable, be provided for under Article 1.09, 'Time Limits and Time Charge'.

4.26 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.

4.27 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 Superintendent, B.C.& M. a written, itemized statement in triplicate 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 Superintendent, B.C.& M. shall file with 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 Superintendent, B.C.& M., nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the third paragraph of that article above, of this agreement titled 'Authority of the Superintendent, B.C.& M.', including, but not limited to the filing of a written protest in the manner and within the time therein provided.

4.28 ABANDONMENT OF 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 monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Superintendent, B.C.& M. 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 of 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 deducted and/or paid by the Town out of any monies due or article shall be charged against the Contractor and deducted and/or paid by the Town out of any monies due or 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 therefore 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 therefore made to and 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 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.

4.29 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.

4.30 MONIES MAY BE RETAINED.

The Town may at any time retain from any monies which would otherwise by 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. See articles 4.32 and 4.35.

4.31 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.

4.32 PROGRESS ESTIMATES.

Prior to contract signing, the Contractor shall submit for review by the Superintendent, BC & M a Schedule of Values. The Contractor will use the approved schedule to submit for payment as items are completed and accepted by the Town. The schedule's values are to correspond to the cost breakdown of the project submitted by the Contractor. At the project completion, the Contractor shall have submitted for payment, 98% of the project value, leaving two percent (2%) retainage for the warranty period of one year. The contract cannot be signed until the schedule and associated values has been approved by the Superintendent, BC & M.

The Contractor shall submit certified monthly payrolls in accordance with article 4.48. No progress payment will be processed until the payroll submitted is current and up to date.

CERTIFICATE FOR PAYMENT

TO:
FROM:
CONTRACTOR:
TOWN PROJECT:
PREPARATION DATE:

TOWN PROJECT NUMBER:
CONTRACT NUMBER:
PAYMENT PERIOD TO:
PAYMENT NUMBER:

The Contractor is entitled to the present payment stated below for work substantially completed on the Subject Project. The Account tabulations are shown on the Attached sheets:

1. ORIGINAL CONTRACT AMOUNT ..... $_____

2. NET CHANGE BY CONTRACT SUPPLEMENT NUMBER(s): ..... _____ .... $_____

3. TOTAL CONTRACT TO DATE ..... $_____

4. TOTAL CONTRACT AMOUNT EARNED TO DATE..... $ _____

5. LESS ____% RETAINAGE OF COMPLETED WORK ... ($ _____)

6. LESS PREVIOUS CERTIFICATES FOR PAYMENT:

   PAYMENT NUMBER 1 DATED: _____ ($ _____)

   PAYMENT NUMBER 2 DATED: _____ ($ _____)

   PAYMENT NUMBER 3 DATED: _____ ($ _____)

   PAYMENT NUMBER 4 DATED: _____ ($ _____)

   PAYMENT NUMBER 5 DATED: _____ ($ _____)

   PAYMENT NUMBER 6 DATED: _____ ($ _____)

   PAYMENT NUMBER 7 DATED: _____ ($ _____)

7. PRESENT PAYMENT DUE CONTRACTOR ..... $_____

8. BALANCE OF CONTRACT $ _____

TOWN PROJECT REPRESENTATIVE / INSPECTOR'S CERTIFICATE FOR PAYMENT:

In accordance with the Contract Documents and based on on-site observations and the data comprising the above payment, I declare that the construction for which this payment is being made has been performed substantially in accordance with the Contract Drawings and Specifications and approved change orders. Construction is about _____ percent complete.

_____ _____
Prepared By: Project Representative/Date Checked By: Date

_____ _____
Reviewed for Payment By: Project Mgr/Date Approved for Payment By: Superintendent Date

DISTRIBUTION:

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CONTINUATION SHEET

CERTIFICATE FOR PAYMENT: The Project Representative's signed Certification is attached.
In the tabulations below, amounts are stated to the nearest dollar and percent.

TOWN PROJECT:
TOWN PROJECT NUMBER:
CONTRACT NUMBER:

PAYMENT PERIOD TO:
PAYMENT NUMBER:
PREPARATION DATE:

ITEM NUMBER	DESCRIPTION OF WORK	BID QUANTITY AND UNIT	UNIT PRICE $	TOTAL BID $	QUANTITY COMPLETED THIS PERIOD	QUANTITY COMPLETED TO DATE	TOTAL COMPLETED TO DATE $	PERCENT PROJECT COMPLETE %
			$				$	

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PAGE ___ OF ___

AFFIDAVIT FOR FINAL PAYMENT

The undersigned, being duly sworn, deposed and says

1. That he is the _____ of the Contractor
(TITLE)
in the project hereinafter referred to and is authorized to execute this affidavit on behalf of the Contractor,

2. In connection with Contract Number _____,

the construction of the **DEMOLITION of TOWN BUILDINGS** it is represented that:

a) all payrolls, bills for service, materials, supplies, equipment and other indebtedness bills for service, materials, supplies have been paid and that there are no outstanding claims against the undersigned by any subcontractor or material supplier.

b) the provisions of Section 4.48 of these specifications, Minimum Wages, have been complied with.

3. This Affidavit is made at the request of the Town of Greenwich for the purpose of inducing final payment and knowing that it will rely upon the truth of the representation herein made.

Subscribed and sworn to

Before me this_____ day

Of_____ 20_____

_____
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

_____
NOTARY PUBLIC

_____
(TYPE OR PRINT NAME OF PERSON AUTHORIZED TO SIGN)

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4.33 FINAL ESTIMATE AND PAYMENT.

As soon as practicable after the final completion and acceptance of the work by the Superintendent, B.C.& M., the Superintendent, B.C.& M. shall make a final estimate in writing of the quantity of work done under the contract and the amount earned by the Contractor. The Superintendent, B.C.& M. also shall fix the date of completion of the work and incorporate the same into the final estimate.

The Town shall pay to the Contractor, the entire amount found by the Superintendent, B.C.& M. to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the contract (see article 4.35). Except as in this article otherwise provided, such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable lien law, or if such time is not specified by law, the expiration of thirty (30) days after the completion of the Superintendent, B.C.& M.'s final estimate.

Final payment shall not be processed until the Contractor submits to the Town (A) an affidavit for final payment in the form attached hereto that payrolls, bills for materials, equipment, supplies and other indebtedness connected with the work has been paid or otherwise satisfied, and (B) consent of the surety to final payment has been furnished.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

4.34 GUARANTEE.

The Contractor guarantees that the work and services to be performed under the contract, and all workmanship, materials and equipment 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, 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 materials, 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.

If the manufacturer's warrantee for equipment and materials installed is greater than the one year period for warrantee specified above, the warrantee will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warrantees will be passed through to the Town and all paperwork turned over to the Town.

4.35 RETAIN MONEY FOR REPAIRS.

The Town shall retain out of the monies otherwise payable to the Contractor hereunder two (2) percent of the total construction cost for a period of one year after completion and acceptance of the work, to correspond to the guarantee period. The Town may expend said retainer, in the manner hereinafter provided, in making such repairs, corrections or replacements in the work as the Town, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Town may notify the Contractor in writing to make the required repairs, corrections or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Town within five (5) days from the date of receipt of such notice, or having commenced, fails to prosecute such work with diligence, the Town may employ other persons to make the same. The Town shall pay the cost and expense of the same out of the amounts retained for that purpose.

Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, corrections or replacements, in the manner aforesaid, have been paid therefrom.

4.36 APPLICATION OF MONIES RETAINED.

The Town may apply any monies retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Town and chargeable to the Contractor hereunder or as determined hereunder.

4.37 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 his own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have right to retain from any monies 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.

4.38 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 monies 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, or defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

4.39 NO WAIVER.

Neither the inspection by the Town or the Superintendent, B.C.& M., nor any order, measurement, approval, determination, decision or certificate by the Superintendent, B.C.& M., nor any order by the Town for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Town, nor any extension of time, nor any other act or omission of the Town or of the Superintendent, B.C.& M. shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirements or provision of the contract, nor of any remedy, power or right to damages for breach of contract. Any and all rights and/or remedies provided for in the contract are intended and shall be construed to be cumulative and, in addition to each and every other right and remedy provided for herein or by law, the Town shall be entitled as of right to a writ of injunction against any breach or threatened breach of the contract by the Contractor, his subcontractors or by any other person or persons.

4.40 LIABILITY OF TOWN.

No person, firm or corporation, other than the Contractor, who signed this contact 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, 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.

4.41 RETURN OF DRAWINGS.

All drawings furnished by the Town or the Superintendent, B.C.& M. to the Contractor may be used only in connection with the prosecution of the work and shall be returned by the Contractor upon completion of the work.

4.42 CLEANING UP.

The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operations under the contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the work and the site clean and ready for use.

The Contractor shall keep all street and sidewalk pavements clear of stone, earth, mud, debris and other materials which may result from the Contractor's operation.

4.43 LEGAL ADDRESS OF CONTRACTOR.

The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the post office department or the delivery at either designated address of any letter, notice or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Superintendent, B.C.& M. Service of any notices, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

4.44 HEADINGS.

The headings or titles of any section, article, paragraph, provision or part of the contract documents shall not be deemed to limit or restrict the content, meaning or effect of such section, article, paragraph, provision or part.

4.45 MODIFICATION OR TERMINATION.

Except as otherwise expressly provided herein, the contract may not be modified or terminated except in writing, signed by the parties hereto.

4.46 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.

4.47 RESIDENT'S PREFERENCE.

The Contractor shall comply with the current provisions of Section 31-52 and 31-52a of the General Statutes of the State of Connecticut, a part of which is quoted below.

(A) PUBLIC BUILDINGS

> "In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof, have been residents of the labor market area, as

established by the labor commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof."

(B) PUBLIC WORKS PROJECTS OTHER THAN PUBLIC BUILDINGS

"In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six months prior to the date hereof have been residents of this State, and if no such person is available then to residents of other states."

(C) The above provisions of Section 31-52 and 31-52a shall not apply where the State of Connecticut or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the Federal Government as a result of said sections or regulative procedures pursuant thereto.

4.48 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 of Labor's 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.

4.49 PAYMENT OF SUBCONTRACTORS.

As required by Section 49-4la of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this contract, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

In witness whereof, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written.

TOWN OF GREENWICH, CONNECTICUT
BY

_____
COMMISSIONER OF PUBLIC WORKS
(PARTY OF THE FIRST PART)

(CONTRACTOR)
BY

_____
CONTRACTOR
(PARTY OF SECOND PART)

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR

IF A CORPORATION

FOR AGREEMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____ 20 ____,

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN, WHO BEING BY ME FULLY SWORN, DID DEPOSE AND SAY AS FOLLOWS.

THAT HE RESIDES AT _____

AND IS THE _____

OF _____

the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of directors of said corporation, and that by the like order, he signed thereto his name and official designation.

_____
NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: _____

SECTION 5

*** CONTRACT BOND ***

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, thereafter 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 to 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_____ 20____.

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_____ 20____, for **CONTRACT NO.**

DEMOLITION of TOWN BUILDINGS according to the plans, specifications, and other contract documents prepared by the Superintendent, Building Construction and Maintenance Division of the Department of Public Works, 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 omissions 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 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 therefore, or any extension of time shall in no way affect the obligation of the surety under this bond, the surety hereby waiving any and all rights to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR _____

By _____

SURETY _____

By _____

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR

IF A CORPORATION

FOR CONTRACT BOND

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____20 _____,

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN, WHO BEING BY ME FULLY SWORN, DID DEPOSE AND SAY AS FOLLOWS.

THAT HE RESIDES AT _____

AND IS THE _____

OF _____

the corporation described in and which executed the foregoing instrument that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of directors of said corporation, and that by the like order, he signed thereto his name and official designation.

_____
NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES _____

SECTION 6

GENERAL CONDITIONS

TITLE	ARTICLE
INTRODUCTION TO THE TECHNICAL SPECIFICATIONS	6.1
DEFINITIONS	6.2
ABBREVIATIONS	6.3
HANDLING AND DISTRIBUTION	6.4
MATERIALS - SAMPLES - INSPECTIONS - APPROVAL	6.5
INSPECTION OF WORK AWAY FROM SITE	6.6
CONTRACTOR'S SHOP AND WORKING DRAWINGS	6.7
OCCUPYING PRIVATE LAND	6.8
INTERFERENCE WITH AND PROTECTION OF STREETS	6.9
STORAGE OF MATERIALS AND EQUIPMENT	6.10
INSUFFICIENCY OF SAFETY PRECAUTIONS	6.11
SANITARY REGULATIONS	6.12
LINES, GRADES AND MEASUREMENT	6.13
DIMENSIONS OF EXISTING STRUCTURES	6.14
WORK TO CONFORM	6.15
COMPUTATION OF QUANTITIES	6.16
PLANNING AND PROGRESS SCHEDULES	6.17
PRECAUTIONS OF ADVERSE WEATHER	6.18
UNDERGROUND INSTALLATIONS	6.19

6.1 INTRODUCTION TO THE TECHNICAL SPECIFICATIONS.

The Technical Specifications shall apply to the various items of work which constitute the construction contemplated under this Contract except as supplemented and/or amended by Supplemental Technical Specifications. In cases of conflict between the Technical Specifications and the Supplemental Technical Specifications, the provisions of the Supplemental Technical Specifications shall apply.

To avoid excessive overlapping and repetition, there are certain sections and items that are referred to in other sections. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm; utility and sewer; manhole and catch basins; structure and culvert; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Further, it is provided that whenever anything is, or is to be, done if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted reserved, suspended, established, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned", it shall be understood as if the expression where followed by the words "by the Superintendent, B.C.& M." or "to the Superintendent, B.C.& M.".

Within the Technical and/or Supplemental Technical Specifications of this Contract the following definitions shall apply:

1. STANDARD SPECIFICATIONS: Shall mean the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 814A or Form 815, as applicable, dated 1995". Only those portions of the Standard specifications that are referred to in the **"MATERIALS"** and/or **"CONSTRUCTION METHODS"** section of this Contract's Technical and/or Supplemental Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications wherein the following terms are used they shall mean respectively;

State, Town, Owner, Department, Commissioner	The Commissioner of Public Works The Town of Greenwich, Connecticut or other duly authorized representative
Architect and/or Superintendent	The Superintendent, B.C.& M. Department of Public Works Building Construction & Maintenance Division The Town of Greenwich, Connecticut or other duly authorized representative
Inspector	Resident Project Representative of the Department of Public Works Building Construction & Maintenance Division The Town of Greenwich, Connecticut or other duly authorized representative
Laboratory	Laboratory designed by the Superintendent
Special Provisions	Supplemental Technical Specifications

2. **APPLICABLE SAFETY CODES**: Shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor. Occupational Safety and Health Administration's "Occupational Safety and Health standards" and "Safety and Health Regulations for Construction", the State of Connecticut, Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirements.

3. **ITEMS:** Reference within the text of these Specifications to items **without** a number but title only are Technical Specification Items within this contract. Sections for Articles referred to with a number refer to the State of Connecticut Department of Transportation, Bureau of Highways specification Sections or Articles.

4. **LOCAL REGULATORY AGENCY(IES):** Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsible for a particular municipality having jurisdiction over or responsibility for a particular activity within the scope of this Contract.

5. **"THESE SPECIFICATIONS":** Where used in the text of the Technical Specifications items shall mean the Technical Specifications for this contract.

6. **BID PROPOSAL ITEMS:** Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alpha-numeric designation as the same items in the specifications with significant suffixes added as required.

6.2 DEFINITIONS.

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings, the words 'As Directed', 'As Required, 'As Ordered', 'As Permitted', or words of like import are used, it shall be understood that the direction, order, request, requirements, or permission of the Superintendent, B.C.& M. is intended. Similarly, the words 'Approved', 'Acceptable', 'Satisfactory', and words of like import shall mean approved by, acceptable to, or satisfactory to the Superintendent, B.C.& M..

ELEVATION

The figures given on the drawings or in the other contract documents after the word 'Elevation' or abbreviation of it shall mean the distance in feet above datum adopted by the Superintendent, B.C.& M..

ROCK

The word 'Rock' wherever used as the name of any excavated material or material to be excavated, shall mean only boulders and pieces of concrete or masonry exceeding one (1) cubic yard in volume, or solid ledge rock which, in the opinion of the Superintendent, B.C.& M., requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as 'Rocks'.

EARTH

The word 'Earth', wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

6.3 ABBREVIATIONS.

Where any of the following abbreviations are used in the specifications, they shall have the meaning set forth opposite each.

AASHO	AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS
ACI	AMERICAN CONCRETE INSTITUTE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ASA	AMERICAN STANDARDS ASSOCIATION
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERING
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
NEC	NATIONAL ELECTRICAL CODE, LATEST EDITION
CONN-DOT	STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, FORM 815, 1995

6.4 HANDLING AND DISTRIBUTION.

The Contractor shall handle, haul and distribute all materials and all surplus material on the different portions of the work, as necessary or required, shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

6.5 MATERIALS.

Samples - inspection - approval. Unless otherwise expressly provided on the drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All material and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Superintendent, B.C.& M.. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Superintendent, B.C.& M.

As soon as possible after execution of the agreement, the Contractor shall submit to the Superintendent, B.C.& M. the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Superintendent, B.C.& M. to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Superintendent, B.C.& M. to identify and evaluate the particular product and to determine whether it conforms to the contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Superintendent, B.C.& M. so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Superintendent, B.C.& M. deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed and shipped by the approved molds for making concrete test cylinder. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements for, and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Superintendent, B.C.& M. by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separately from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation into the work. The consequence of his failure to do so shall be the Contractor's sole responsibility

When required, the Contractor shall furnish to the Superintendent, B.C.& M. triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment, performance rating and concrete data.

After approval of the samples, data, etc., the materials and equipment used on the work shall in all respects conform therewith.

6.6 INSPECTION OF WORK AWAY FROM THE SITE.

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Superintendent, B.C.& M. of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Superintendent, B.C.& M. in ample time so that the necessary arrangements for the inspection can be made.

6.7 CONTRACTOR'S SHOP AND WORKING DRAWINGS.

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Superintendent, B.C.& M. to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated especially for the contract until the required shop and working drawings have been submitted as hereinabove provided as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Superintendent, B.C.& M. by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor and building, equipment, or structure to which the drawings apply, and shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Superintendent, B.C.& M., the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Superintendent, B.C.& M. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one marked-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

6.8 OCCUPYING PRIVATE LAND.

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Superintendent, B.C.& M..

6.9 INTERFERENCE WITH AND PROTECTION OF STREETS.

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Superintendent, B.C.& M. and to the proper authorities. See 'Agreement', Article 4.42, 'Clean Up'.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Department in writing, with a copy to the Superintendent, B.C.& M., if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

6.10 STORAGE OF MATERIALS AND EQUIPMENT.

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

6.11 INSUFFICIENCY OF SAFETY PRECAUTIONS.

If at any time, in the sole judgment of the Superintendent, B.C.& M., the work is not properly lighted, barricaded, or in any other respects safe in regard to public travel, persons on or about the work, or public or private property, the Superintendent, B.C.& M. shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Superintendent, B.C.& M. may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Superintendent, B.C.& M. or Town in so doing. Such action of the Superintendent, B.C.& M., or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Superintendent, B.C.& M. acting under authority of this article or for failure to comply with the provisions of any state or federal occupational safety and health laws, rules or regulations.

6.12 SANITARY REGULATIONS.

When deemed necessary by the Superintendent, B.C.& M., the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Superintendent, B.C.& M. shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

6.13 LINES, GRADES AND LAYOUT OF WORK.

The Town shall provide the Contractor with a convenient base line and bench mark and it shall be the Contractor's responsibility to lay out his work as required to construct the work and/or as directed by the Superintendent, B.C.& M. Layout plan to be prepared by the Superintendent, B.C.& M. and provided to the Contractor prior to construction.

6.14 DIMENSIONS OF EXISTING STRUCTURES.

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

6.15 WORK TO CONFORM.

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Superintendent, B.C.& M. and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Superintendent, B.C.& M.

All work done without instructions having been given therefore by the Superintendent, B.C.& M., without proper lines or levels, or performed during the absence of the Superintendent, B.C.& M., will not be estimated or paid for except when such work is authorized in writing by the Superintendent, B.C.& M. Work, not so authorized, may be ordered uncovered or taken down, removed and replaced at the Contractor's expense.

6.16 COMPUTATION OF QUANTITIES.

For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument precision adapted to the measurement of such areas.

It is further agreed that the computation of the volume prismoids shall be by the method of average end areas.

6.17 PLANNING AND PROGRESS SCHEDULES.

Before starting the work and from time to time during its progress, as the Superintendent, B.C.& M. may request, the Contractor shall submit to the Superintendent, B.C.& M. a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Superintendent, B.C.& M. (A) a written schedule fixing the respective dates for the start and completion of various parts of the work. Each such schedule shall be subject to review, approval and change by the Superintendent, B.C.& M. from time to time during the progress of the work.

6.18 PRECAUTIONS DURING ADVERSE WEATHER.

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Superintendent, B.C.& M. may suspend construction operations at any time when, in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season.

6.19 UNDERGROUND INSTALLATIONS.

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper support shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

"CALL BEFORE YOU DIG," toll free, Statewide, 1-800-922-4455 at least 24 hours in advance of performing any excavation.

SECTION 7

NON-CONNECTICUT CONTRACTORS

1. **Form AU-964 – Guarantee Bond (pp. 54-55)**
2. **Special Notice SN 2012 (2) (pp. 56-60)**
3. **Form REG-1 – Business Taxes Registration Application (pp. 61-66)**

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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 ☐ 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:

- 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	Raised Seal:
Authorized Signature	Date	

~~ 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	Stamp:
Authorized Signature	Date	

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.

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

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
State of Connecticut
PO Box 2937
Hartford CT 06104-2937
(Rev. 12/12)

Form REG-1
Business Taxes Registration Application

1. Reason for Filing Form REG-1 Check the applicable box:

DRS use only Connecticut Tax Registration Number

☐ Opening a new business including but not limited to:
a. An existing out-of-state business opening a location in Connecticut;
b. Selling at a craft show, flea market, fair, or other venue in Connecticut or selling over the Internet; **or**
c. An existing out-of-state business having employees in Connecticut (including nonresident contractors and loan-out companies).

☐ Opening a new location. **Enter your Connecticut Tax Registration No:** _____

☐ Registering for additional taxes. **Enter your Connecticut Tax Registration No:** _____

☐ Reopening a closed business.
Enter Connecticut Tax Registration No. of the closed business: _____

☐ Purchasing an ongoing business. The buyer of an existing business may be responsible for tax liabilities of the previous owner. See the Informational Publication on Successor Liability for Sales and Use Taxes, Admissions and Dues Tax, and Connecticut Income Tax Withholding, on the DRS website.
Enter Connecticut Tax Registration No. of the previous owner: _____

☐ Forming a business entity under Connecticut law or a non-Connecticut entity required to register with or to obtain a certificate of authority from the Connecticut Secretary of the State before transacting business in Connecticut.

☐ Establishing a passive investment company (PIC).

☐ Changing organization type. **Enter your current Connecticut Tax Registration No:** _____

☐ Hiring household employees and intend to withhold Connecticut income tax.

☐ Other (explain); see *Who Needs to Complete REG-1.* _____

2. Business Information: Type of organization

☐ Sole proprietorship
☐ General partnership
☐ Limited liability partnership (LLP)
☐ Limited partnership (LP)
☐ Limited partnership taxed as a corporation
☐ Single member LLC (SMLLC)
☐ Single member LLC taxed as a corporation
☐ Single member LLC taxed as an S corporation
☐ Limited liability company (LLC) taxed as a partnership
☐ Limited liability company (LLC) taxed as a corporation
☐ Limited liability company (LLC) taxed as an S corporation
☐ Corporation
☐ S Corporation
☐ Qualified subchapter S subsidiary (QSSS)
☐ Other (explain): _____

3. Nature of Business Activity
Check the box(es) that best describe your business:
☐ Retailer ☐ Wholesaler ☐ Manufacturer ☐ Service provider ☐ Other (explain): _____

4. Major Business Activity
Describe your major business activities:

5. Business Name and Address

Organization name: Enter the name of the sole proprietor, partnership, corporation, or LLC.	Federal Employer Identification Number, if applicable
Business trade name	CT Secretary of the State Business ID No., if applicable

Business Location: Enter the physical address of the business. A post office box or rural route number is not acceptable. Home-based businesses and flea market or craft show vendors must enter a home address.

Address line 1	Address line 2	
City	State	ZIP code
Mailing address line 1 (Street or PO Box)	Address line 2	
City	State	ZIP code

Business telephone number	Email address	Bank name

6. List All Owners, Partners, Corporate Officers, or LLC Members Attach a separate sheet if needed.

Name (last, first, middle initial)			Title
Home address line 1 (street)		Home address line 2	
City	State	ZIP code	Home telephone number
SSN	Date of birth	Bank name	

Name (last, first, middle initial)			Title
Home address line 1 (street)		Home address line 2	
City	State	ZIP code	Home telephone number
SSN	Date of birth	Bank name	

Name (last, first, middle initial)			Title
Home address line 1 (street)		Home address line 2	
City	State	ZIP code	Home telephone number
SSN	Date of birth	Bank name	

Name (last, first, middle initial)			Title
Home address line 1 (street)		Home address line 2	
City	State	ZIP code	Home telephone number
SSN	Date of birth	Bank name	

7. Income Tax Withholding

Are you an employer that transacts business or maintains an office in Connecticut and intends to pay wages to resident employees or nonresident employees who work in Connecticut? ☐ Yes ☐ No

If you have a Connecticut tax registration number for withholding for another location and intend to file withholding for this new location under that number, enter that number here: _____ and skip to Section 8; otherwise continue.

Are you an out-of-state company voluntarily registering to withhold Connecticut income tax for your Connecticut resident employees who work outside of Connecticut? ☐ Yes ☐ No

Do you intend to withhold Connecticut income tax from pension plans, annuity plans, retirement distributions, or gambling distributions? ☐ Yes ☐ No

Do you pay nonresident athletes or entertainers for services they render in Connecticut? ☐ Yes ☐ No

Do you only have household employees and wish to withhold Connecticut income tax? ☐ Yes ☐ No

Do you only have agricultural employees and wish to withhold Connecticut income tax? ☐ Yes ☐ No

If **Yes**, do you file federal Form 943, Employer's Annual Tax Return for Agricultural Employees, and wish to file **Form CT-941**, *Connecticut Quarterly Reconciliation of Withholding*, annually? ☐ Yes ☐ No

If you answered **Yes** to any of the income tax withholding questions, **enter the date** you will start withholding Connecticut income tax. m m d d y y

If you use a payroll service, enter the name of the payroll company: _____

8. Sales and Use Taxes

Do you sell, or will you be selling, goods in Connecticut (either wholesale or retail)? ☐ Yes ☐ No

Do you rent equipment or other tangible personal property to individuals or businesses in Connecticut? ☐ Yes ☐ No

Do you serve meals or beverages in Connecticut? ☐ Yes ☐ No

Do you provide a taxable service in Connecticut? See the Informational Publication, *Getting Started in Business, and the Special Notice on Legislative* Changes Affecting the Sales and Use Taxes, on the DRS website, for a list of taxable services. ☐ Yes ☐ No

If you answered **Yes** to any of the sales and use taxes questions, **enter the date** you will start selling or leasing goods or taxable services. m m d d y y

8a Prepaid Wireless Service E 9-1-1

Do you sell prepaid wireless service in Connecticut? ☐ Yes ☐ No

If you answered **Yes**, **enter the date** you will start to sell these in Connecticut. m m d d y y

9. Room Occupancy Tax

Do you provide lodging rooms for rent in a hotel, motel, or rooming house in Connecticut for 30 consecutive days or less? ☐ Yes ☐ No

If you answered **Yes**, **enter the date** you will start to provide rooms for rent for lodging purposes in Connecticut. m m d d y y

10. Business Entity Tax Do not complete this section if the entity is liable for the corporation business tax.

The **business entity tax** applies to all of the following business types formed under Connecticut law and to those non-Connecticut entities required to register with or obtain a certificate of authority from the Connecticut Secretary of the State before transacting business in the state, whether or not the business has registered or filed a certificate of authority, as the case may be, with the Connecticut Secretary of the State.

- S corporations (Qualified subchapter S subsidiaries (QSSS) are not liable for the business entity tax.);
- Limited liability companies (LLCs or SMLLCs) — any limited liability company that is, for federal income tax purposes, either:
- Treated as a partnership if it has two or more members; **or**
- Disregarded as an entity separate from its owner if it has a single member;
- Limited liability partnerships (LLPs); **and**
- Limited partnership (LPs).

Are you a business entity as described above? ☐ Yes ☐ No

Enter state you are organized under: _____ **Enter date of organization**. m m - d d - y y

If not organized in Connecticut, enter the earlier of the date you started business in Connecticut or the date you registered with the Connecticut Secretary of the State. m m - d d - y y

Enter the month your tax year closes: _____

11. Corporation and Unrelated Business Income Taxes

Corporation Business Tax Do not complete this section if the entity is liable for the business entity tax.

Are you a corporation? ☐ Yes ☐ No

Are you an LLC, SMLLC, or other association taxed as a corporation? ☐ Yes ☐ No

Is this corporation exempt from federal income tax? ☐ Yes ☐ No

Have you received a determination from the Internal Revenue Services (IRS) that this corporation is exempt from federal income tax? ☐ Yes ☐ No

If **Yes**, enclose a copy of your IRS letter of determination.

Enter state you are organized under: _____ **Enter date of organization**. m m d d y y

If not a Connecticut corporation, enter the earlier of the date you started business in Connecticut or the date you registered with the Connecticut Secretary of the State. m m d d y y

Enter the month the corporate year closes: _____

Unrelated Business Income Tax

Are you a federally exempt organization that has unrelated business income attributable to a trade or business in Connecticut? ☐ Yes ☐ No

If you answered **Yes**, **enter the date** the unrelated business income tax liability started. m m d d y y

Passive Investment Company (PIC)

Is this corporation a passive investment company as defined in Conn. Gen. Stat.§12-213(a)(27)? ☐ Yes ☐ No

Enter the date the PIC was organized. m m d d y y

Enter Connecticut tax registration number of the PIC's related financial service or insurance company: _____

12. Business Use Tax

If you are registered for or are registering for sales and use taxes, you do not need to complete this section.

Business use tax is due when a business purchases taxable goods or services including the purchase or lease of assets, consumable goods, and promotional items, for use in Connecticut without paying Connecticut sales tax.

Will you be purchasing taxable goods or services for use in Connecticut without paying Connecticut sales tax? ☐ Yes ☐ No

If you answered **Yes** to the business use tax question, **enter the tax liability start date.** m m d d y y

If you answered **No**, you must complete the *Business Use Tax Declaration* section below.

Business Use Tax Declaration: By registering for any of the taxes listed in this application, you have indicated to the Department of Revenue Services (DRS) that you may have a business use tax liability. Therefore, based on your application, you will be automatically registered for the business use tax unless you complete the following declaration.

I, _____(name of taxpayer or authorized representative of taxpayer), acknowledge I have read and understand the information concerning the business use tax and declare I will not be liable for business use tax. Please initial here. _____

13. Registration Fee Schedule

Enter the registration fee amount indicated. If you are liable for either sales and use taxes or room occupancy tax, or both, as indicated in Sections 8 or 9, you must pay a $100 registration fee. Enter the appropriate registration fee(s) from Addendum A if you are registering for the cigarette tax. You must include the total registration fee due with Form REG-1 or your registration application **will not be processed** and will be returned.

Make your check payable to: **Commissioner of Revenue Services**. If you register by mail, send Form REG-1 with your payment to: Department of Revenue Services, PO Box 2937, Hartford CT 06104-2937

			Registration Fee
a.	If registering for **sales and use taxes** or **room occupancy tax**, enter $100.*	a.	
b.	If registering for **cigarette tax,** see Addendum A.	b.	
c.	**Total registration fee due:** Add Line a and Line b.	c.	

* No fee is required for room occupancy tax if you are registered or are registering for sales and use taxes.

14. All Applicants Must Sign the Following Declaration

I declare under penalty of law that I have examined this application and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false application to DRS is a fine of not more than $5,000, or imprisonment for not more than five years, or both.

Sign here and keep a copy for your records.	Signature of owner, partner, LLC member, or corporate officer	Date	Telephone number
	Print name of owner, partner, LLC member, or corporate officer	Title	

Department of Revenue Services
State of Connecticut
PO Box 2937
Hartford CT 06104-2937
(Rev. 12/12)

Instructions for Form REG-1
Business Taxes Registration Application

Purpose of Form REG-1

Use Form REG-1 to obtain a Connecticut tax registration number or to register for additional tax types under your current Connecticut tax registration number.

Use Form REG-1 to register for any of these taxes:

- Business entity tax
- Business use tax
- Corporation business income tax (including PIC)
- Income tax withholding
- Prepaid wireless E 9-1-1 fee
- Room occupancy tax
- Sales and use taxes
- Unrelated business income tax

In addition to Form REG-1, you must complete and attach the appropriate addendum to register for any of the taxes noted below. Visit the Department of Revenue Services (DRS) website at **www.ct.gov/DRS** to preview and download forms.

REG-1 Addendum A
- Cigarette taxes
- Tobacco products tax

REG-1 Addendum B
- Admissions and dues taxes
- Dry cleaning surcharge
- Rental surcharge
- Tourism surcharge

REG-1 Addendum C
- Motor fuels tax
- Petroleum products gross earnings tax

REG-1 Addendum D
- Alcoholic beverages tax

REG-1 Addendum E
- Bottle deposit initiator
- Certified competitive video service provider companies tax
- Community antenna television system companies tax
- Electric generation
- Nursing home provider
- Railroad companies tax
- Satellite companies tax
- Solid waste assessment
- Suppliers of natural gas
- Utility companies tax

Registering for Other Tax Types

To register for these taxes, use the form listed:

- Authority to Collect Use Tax **REG-7**
- International Fuel Tax Agreement (IFTA) **CT-IFTA-2**
- Motor Carrier Road Tax **REG-3MC**

For information on registering with DRS, visit the DRS website at **www.ct.gov/DRS** or call **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only) or **860-297-5962** (from anywhere).

How to Register

Online Registration

You may register for most taxes online using the **Taxpayer Service Center *(TSC)***. If you register online and there is a fee, you must make direct payment from your savings or checking account. Credit card payments are not accepted. If you register for sales tax, room occupancy tax, or as an over-the-counter cigarette dealer (retailer), a temporary permit will be available to print immediately. Be sure to print a copy of the temporary permit for your records. Once you have the temporary permit you may begin using it immediately. After you complete the registration, you will receive a confirmation number which serves as an official acknowledgement that your application has been received by DRS and acts as your temporary tax identification number. You will receive your registration package with your permanent Connecticut tax registration number in approximately ten business days.

If you are registering for a tax type that requires you to attach Addendum B to the REG-1 or if you are registering as a cigarette retailer (included on Addendum A), you may register online. If you are registering for another tax type that requires you to attach Addendum A, C, D, or E to the REG-1, you must register by mail or in person at the DRS office in Hartford.

Mail-In Registration

Complete Form REG-1 and mail it to DRS at:

Department of Revenue Services
PO Box 2937
Hartford CT 06104-2937

If you owe a registration fee, you must include payment by check or money order with the application. You will receive your Connecticut tax registration number in the mail in **two to three weeks**.

Walk-In Registration

You may file Form REG-1 in person at any of the DRS offices:

Bridgeport - 10 Middle Street
Hartford - 25 Sigourney Street
Norwich - 401 West Thames Street, Building #700
Waterbury - 55 West Main Street, Suite 100

You will be issued a Connecticut tax registration number **immediately**. Bring photo identification, such as a driver's license, and cash, a check, or a money order if you owe a registration fee. DRS does not accept credit or debit cards.

The application must be signed by the individual owner, partner, officer of the corporation, member of the limited liability company, or another who has an executed Power of Attorney with the authority to sign. If anyone other than the owner brings the signed application to the office and wants to obtain the registration for the owner, he or she must have written authorization from the owner to obtain the registration on his or her behalf.

Electronic Filing Methods for Certain Tax Forms

Once you are registered with DRS, you may file certain tax forms by Internet or telephone using the DRS **Taxpayer Service Center *(TSC)*** program. Look for this logo.

Who Needs to Complete Form REG-1

Businesses must register with the Connecticut DRS if they:

- Have people working in Connecticut;
- Withhold Connecticut income tax;
- Carry on a business in Connecticut;
- Are a corporation, S corporation, LLC, SMLLC, LP, or LLP formed under Connecticut law;
- Are a non-Connecticut corporation, S corporation, LLC, SMLLC, LP, or LLP required to register with or to obtain a certificate of authority from the Connecticut Secretary of the State;
- Provide taxable services in Connecticut;
- Are a loan-out company providing services in Connecticut;
- Sell, rent, or lease goods in Connecticut (wholesale or retail);
- Furnish space for storage of tangible personal property;
- Have a manufacturing facility in Connecticut;
- Serve meals or beverages in Connecticut;
- Purchase taxable goods or services for use in Connecticut;
- Provide lodgings in Connecticut subject to the room occupancy tax;
- Carry on a business as a corporation in Connecticut;
- Distribute alcoholic beverages in Connecticut;
- Distribute motor fuel used to propel motor vehicles on public highways or roads in Connecticut;
- Sell petroleum products in Connecticut;
- Operate a place of amusement, entertainment, or recreation in Connecticut;
- Operate a social, health, athletic, or sporting club in Connecticut;
- Sell or distribute cigarettes or tobacco products in Connecticut;
- Own, lease, maintain, operate, manage, or control a community antenna television system in Connecticut;
- Provide satellite television services to Connecticut;
- Provide video service under a certificate of video franchise authority issued by the Connecticut Public Utility Regulatory Authority formerly known as the Department of Public Utility Control;
- Operate a railroad in Connecticut on a for-profit basis;
- Are a resources recovery facility in Connecticut;
- Market natural gas to an end user in Connecticut;
- Provide distribution or transmission services for electricity in Connecticut;
- Sell electricity as a municipality to customers in Connecticut;
- Manufacture, sell, or distribute gas to be used for light, heat, or power in Connecticut;
- Operate a dry cleaning establishment in Connecticut.
- Are the first distributor to collect the deposit on a beverage container sold to any person within Connecticut;
- Are a nursing home provider;
- Provide electric generation services and upload electricity to the regional bulk power grid at their electric generation facility in Connecticut; or
- Sell prepaid wireless telecommunications service in Connecticut.

Filing Requirements for State Taxes

Visit the DRS website at **www.ct.gov/DRS** to preview and download the **Informational Publication**, *Getting Started in Business*.

Registration Fees

Sales and use taxes	$100
Room occupancy tax*	$100
Cigarette dealer's license	$50
Cigarette distributor's license	$1,250
Cigarette distributor chain operator	
5 to 14 retail locations	$315
15 to 24 retail locations	$625
25 or more retail locations	$1,250
Cigarette manufacturer	$5,250
Distributor of tobacco products	$200

* No fee is required for room occupancy tax if you are registered or are registering for sales and use taxes.

Other Connecticut Licensing Requirements

Visit **www.ct-clic.com** for information on other Connecticut licensing requirements.

How to Get Help

Visit the DRS website at **www.ct.gov/DRS** and click on *Businesses*.

Personal assistance is available by telephone or at the DRS office at 25 Sigourney Street in Hartford, Monday through Friday, during business hours.

CONN-TAX, the DRS telephone information line, is available anytime.

- **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.

Additional forms and publications are available anytime. Visit the DRS website at **www.ct.gov/DRS** to download and print Connecticut tax forms and publications.

Application Instructions

Complete the entire application unless the section instructions indicate otherwise. Answering **Yes** to any question in Sections 7 through 12 means you may have a Connecticut tax liability for that tax. In each section where you answer **Yes** to any question, you must indicate the date you first incurred a tax liability in Connecticut for that tax type.

Exceptions:

- Taxpayers with a valid Connecticut tax registration number who wish to register for another tax must complete Sections 1 through 6, Section 14, and the section for the specific tax type(s) for which you wish to register. See the section *Purpose of Form REG-1* on Page 1 of these instructions to determine if you have to complete an addendum to Form REG-1.
- Household employers who pay wages to and intend to withhold Connecticut income tax for housekeepers, nannies, health aides, caretakers, etc. – complete Sections 1 through 7 and 14 only.

SECTION 8

STATE OF CONNECTICUT
MINIMUM PREVAILING WAGES
(pp. 68-101)

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I,_____of_____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

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

_____
Signed

Subscribed and sworn to before me this _____ day of _____,_____.

_____
Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

Minimum Rates and Classifications
for Building Construction

Connecticut Department of Labor
Wage and Workplace Standards Division

ID# : B 18944

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: 7066
State#:

Project Town: Greenwich
FAP#:

Project: Demolition Of Town Building

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: **Monday, March 24, 2014**

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	28.49 + a
3b) Tile Setter	33.05	23.28
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	25.95	19.82
3e) Plasterer	32.50	27.46

------LABORERS------

As of: **Monday, March 24, 2014**

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, fireproofer/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: **Monday, March 24, 2014**

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: **Monday, March 24, 2014**

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)	50.75	39.65
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.15	26.785+a+b
-----LINE CONSTRUCTION----		
Groundman	24.37	6.5%+10.04
Linemen/Cable Splicer	44.30	6.5%+17.70
8) Glazier (Trade License required: FG-1,2)	34.18	17.75

As of: **Monday, March 24, 2014**

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98

----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
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
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
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a

As of: **Monday, March 24, 2014**

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

Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
------PAINTERS (Including Drywall Finishing)------		
10a) Brush and Roller	30.62	17.75
10b) Taping Only/Drywall Finishing	31.37	17.75

As of: **Monday, March 24, 2014**

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
Roofer: Cole Tar Pitch	38.00	13.25+a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	36.50	13.25+a

As of: **Monday, March 24, 2014**

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

As of: **Monday, March 24, 2014**

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)	39.76	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

As of: **Monday, March 24, 2014**

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 journeyperson 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: **Monday, March 24, 2014**

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: **Monday, March 24, 2014**

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(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 ULTMATELY ARISE CONCERNIG 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.

Employee Complaint Forms
Employer Forms
Laws/Legislation
Manuals and Publications
Compliance Assistance
Prevailing Wages
Standard Wage Rates
Workplace Standards
Employment of Minors
FMLA
Joint Enforcement Commission For Worker Misclassification (JEC)
Stop Work Orders
Reports of Activities
FAQs
Contact Us

OCCUPATIONAL CLASSIFICATION BULLETIN

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 hanging+ 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**
  - ates 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, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, 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 contact 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

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
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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.

CERTIFIED PAYROLL FORM WWS - CPI

Employee Complaint Forms
Employer Forms
Laws/Legislation
Manuals and Publications
Compliance Assistance
Prevailing Wages
Standard Wage Rates
Workplace Standards
Employment of Minors
FMLA
Joint Enforcement Commission For Worker Misclassification (JEC)
Stop Work Orders
Reports of Activities
FAQs
Contact Us

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- Certified Payroll Form WWS-CPI (PDF, 727KB)
- Sample Completed Form (PDF, 101KB)

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Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:

Contractor or Subcontractor Business Name:

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S M T W TH F S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA / FEDERAL WITH-HOLDING / STATE WITH-HOLDING / LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				
						$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $				

*IF REQUIRED

12/9/2013
WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER _____ OF

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

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

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____. (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

_____ _____ _____

(Signature) (Title) Submitted on (Date)

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

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

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

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

POLICY #

EFFECTIVE DATE:
EXPIRATION DATE:

PAYROLL NUMBER | Week-Ending Date | PROJECT NAME & ADDRESS

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	Total ST Hours Total O/T Hours HOURS WORKED EACH DAY	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate	1. $ 2. $ 3. $								
												$ Cash Fringe	4. $ 5. $ 6. $								
												$ Base Rate	1. $ 2. $ 3. $								
												$ Cash Fringe	4. $ 5. $ 6. $								
												$ Base Rate	1. $ 2. $ 3. $								
												$ Cash Fringe	4. $ 5. $ 6. $								
												$ Base Rate	1. $ 2. $ 3. $								
												$ Cash Fringe	4. $ 5. $ 6. $								

12/9/2013
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER _____OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

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

CONTRACTOR NAME AND ADDRESS
Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472

SUBCONTRACTOR NAME & ADDRESS
XYZ Corporation
2 Main Street
Yantic, CT 06389

WORKERS COMPENSATION INSURANCE CARRIER
Travelers Insurance Company
POLICY # #BAC8888929
EFFECTIVE DATE 1/1/09
EXPIRATION DATE 12/31/09

PAYROLL NUMBER: 1
Week-Ending Date: 9/26/09
PROJECT NAME & ADDRESS: DOT 105-296, Route 82

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION / Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE: S 20	M 21	T 22	W 23	TH 24	F 25	S 26	Total ST Hours / Total O/T Hours	BASE HOURLY RATE / TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS: FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY																
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	$ 30.75 Base Rate	1. $ 5.80 2. $ 3. $ 2.01	$1,582.80				P-xxxx	$1,582.80	#123 $ xxx.xx
											O-TIME	$ 8.82 Cash Fringe	4. $ 5. $ 6. $							
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	$ 19.99 Base Rate	1. $ 2. $ 3. $	$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	$1,464.80	#124 $xxx.xx
											O-TIME	$ 16.63 Cash Fringe	4. $ 5. $ 6. $							
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION 8		M/H	Project Manager			8					S-TIME 8	$ Base Rate	1. $ 2. $ 3. $	$1,500.00	xx.xx	xx.xx	xx.xx	M-xxx		#125 xxx.xx
											O-TIME	$ Cash Fringe	4. $ 5. $ 6. $							
											S-TIME	$ Base Rate	1. $ 2. $ 3. $							
											O-TIME	$ Cash Fringe	4. $ 5. $ 6. $							

7/13/2009
WWS-CPI

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 –ATTACH CARD TO 1ST CERTIFIED PAYROLL

-99-

SAMPLE

S A M P L E

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

Section B: Applies to CONNDOT Projects ONLY

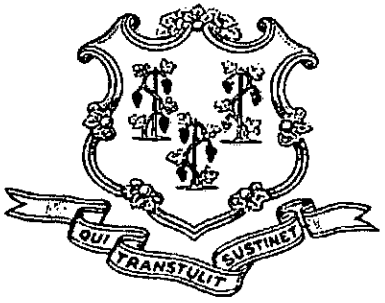
That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft (Signature) owner (Title) 10/2/09 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



Opportunity * Guidance * Support

CONNECTICUT DEPARTMENT OF LABOR

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.

TECHNICAL SPECIFICATIONS

(pp. 103-127)

TOWN OF GREENWICH

REQUEST FOR BID #7066 DEADLINE: 05/01/14 AT 3:00 P.M.

DEMOLITION of TOWN BUILDINGS

SPECIFICATIONS

Background

The Town of Greenwich is seeking bids for the demolition of two (2) Town buildings. **Building 1** is a residential house at 130 Bible Street* and **Building 2** is a rest room storage structure in the field behind the Eastern Greenwich Civic Center at 90 Harding Road. (* The house is located on Bible Street north of the entrance to Montgomery Pinetum Park. All buildings in this park have an address of 130 Bible Street.)

It is the bidder's responsibility to advise the Town of any item of concern related to the execution of this project. It is the bidder's responsibility to advise the Town of all errors or omissions related to the specifications and drawings by **April 22, 2014 at 3:00 P.M.**

The contractor shall file all documentation required to obtain a demolition permit from the Town Building Department for each structure. The contractor shall also pay all associated permit fees.

The contractor cannot block any Town right of way without the proper permission, permits and police traffic control.

The contractor is responsible for all disposal costs of demolition materials.

GENERAL CONDITIONS

1. The contractor is responsible for site security, properly posting the construction site, and maintaining the necessary barricades around open excavations or dangerous conditions.

2. All excavated material that is not to be immediately reused is to be surrounded by silt fencing and covered. The contractor shall maintain a clean site by not allowing debris to accumulate on site.

3. All work to be completed in a workmanship like manner.

4. It is the contractor's responsibility to verify site conditions and to perform all work in accordance with all applicable local and states codes and normal building practices.

5. The buildings have been pre-tested for asbestos and were found to contain this material. A copy of the asbestos survey report for each building is attached to this RFB as pages 108-116. See item "e" of General Construction portion of this specification for further information.

6. The contractor is to perform all "Call-Before-You-Dig" requirements before undertaking any work on this site.

GENERAL CONSTRUCTION

a. The contractor is responsible for the complete demolition of both the existing residential house at 130 Bible Street and the restroom building at the rear of 90 Harding Road. The work scope includes the total removal of both buildings' concrete/stone/masonry foundation, patio, walkways, stairs, etc.

b. The contractor will be responsible for the removal and disposal of all remaining contents in both buildings.

c. The contractor will be responsible for all aspects of the demolition debris as part of this contract. No dump fees will be waived at the Town's Transfer Station.

d. The contractor will be responsible for the disconnection of all utility services, i.e.; electric, propane, telephone, water, and septic, prior to demolition. Documentation from the utility companies for disconnection of services is the responsibility of the contractor to obtain and are required to proceed with the demolition.

   Note: Each address will be treated as a separate project. Separate documentation for each address must be obtained from the utility companies.

e. The Town of Greenwich has pre-tested the existing buildings for the presence of Asbestos. The tests confirm the presence of asbestos and the contractor will be required as part of the work scope to properly abate the buildings using a Connecticut licensed Asbestos Abatement Contractor for removal and disposal. Both the Demolition Contractor and the Abatement Contractor will follow all DEP, EPA and State Health regulations as it pertains to the removal asbestos. All ACM (asbestos containing materials) are to be properly bagged and disposed at an accredited landfill. The contractor is to include the safe and proper manifested disposal of debris.

   Appendix A includes the ACM Sampling Survey and floor plan drawings identifying the asbestos locations in both buildings. Also in Appendix A is the Town specification for contractors removing asbestos. Bulk sample analysis is available upon request to the Town of Greenwich.

f. After removing the house foundations, the contractor is to backfill the excavation with clean compacted soil, topped with 10" of screened loam. Landscape to match surrounding elevation, seed and top with hay.

g. As part of the demolition of the restrooms at 90 Harding Road, the contractor will remove the existing lift station that connects the restroom to the sewer main in Harding Road. The lift station is located at the front of the Civic Center in grass island between Harding Road and the Civic drop off.

   1. Excavate the existing sewer pipe on the west of the stream approximately 75' from the restroom building and cap off in both directions.
   2. Open the lift station manhole in the front lawn and remove the pump and remove any debris and liquid form the sump. Properly disconnect any electrical connection to the lift station.

3. Cap the lift stations discharge pipe into the adjacent sewer manhole that connects the Civic Center.
4. Remove the lift station vent line and manhole.
5. Backfill sump excavation with clean compacted soil, topped with 10" of screened loam. Landscape to match surrounding elevation, seed and top with hay.
6. In the adjacent sewer manhole, cement lift station pipe opening and discharge through in man hole base.

APPENDIX A

ASBESTOS ABATEMENT SPECIFICATION

DEMOLITION of TOWN BUILDINGS

EASTERN CIVIC CENTER LAVATORY & HOUSE AT 130 BIBLE STREET

ASBESTOS ABATEMENT

As part of the general contractor's work scope to demolish the two Town owned buildings, they are responsible for the complete abatement of asbestos containing materials in them prior to start of work. The Town has pre-tested the buildings and has found some of the materials to contain asbestos.

The contractor and his employees shall have the proper licenses issued by the State of Connecticut Department of Health for the abatement of asbestos. The contractor will be responsible for all provisions related to OSHA, EPA, and DPH requirements for worker health, safety, and decontamination procedures. No salvage will be allowed unless specifically authorized by the Owner in writing.

APPENDIX A

OSPREY BIBLE STREET LETTER

BIBLE STREET SURVEY RESULTS

BIBLE STREET DRAWING A1 – A4

OSPREY EGCC LAV LETTER

EGCC LAV SURVEY RESULTS

EGCC LAV DRAWING A1

OSPREY ENVIRONMENTAL ENGINEERING, LLC
146 East Main Street. Clinton, CT 06413
Phone: 860.669.8651 Fax: 860.664.3751

Mr. Alan Monelli
Superintendent of Building Construction and Maintenance Division
Town Hall
Greenwich, CT 06836-2540

26 December 2013

Re: Asbestos and Lead Inspection, Kinghorn House, 120 Bible Street, Greenwich, CT

Robert Grabarek of Osprey, a Connecticut Licensed Asbestos Inspector, conducted a predemolition asbestos survey for the roof at the above referenced facility on 28 October 2013. The survey was conducted to identify all asbestos containing materials prior to renovation of the roof. The asbestos survey included the collection of samples of all suspect asbestos containing materials in accordance with State and Federal sampling requirements. Samples were submitted to EMSL, Inc., an NVLAP/AIHA accredited laboratory and were analyzed by polarized light microscopy to determine whether the materials met the definition of asbestos containing materials (>1% asbestos). A summary table of findings and plans indicating sampling locations and asbestos containing materials (ACMs) are appended.

A minimum of three samples was taken for each of 18 suspected asbestos containing materials. Of these, the following were asbestos containing materials (>1% asbestos):

Location	*Asbestos Containing Material*	*Quantity*
Roof	Chimney flashing caulk - red	3 s.f.
First & second floors	Plaster	3400 s.f.
First & second floors	Floor tile 9 & 12"	860 s.f.
Basement	Transite board	5 s.f.

In addition a composite sample of building demolition debris was collected to determine whether waste materials might meet the EPA characteristic of hazardous waste for TCLP lead (5 mg/l). The sample had a lead concentration of 0.21 mg/l. The demolition debris would therefore not be classified as a hazardous waste.

Should you have any questions regarding the above, please contact me.

Sincerely,
Osprey Environmental Engineering, LLC

Robert Grabarek, P.E., L.S., LEP
President

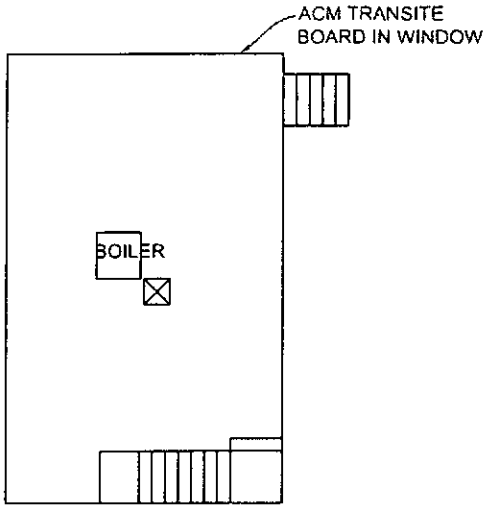
OSPREY ENVIRONMENTAL ENGINEERING 146 EAST MAIN STREET, CLINTON CT 06413 860 669 8651

ACM Survey, Kinghorn Residence, 120 Bible Street, Greenwich, CT 10/28/2013

NOTES:	STOP POSITIVE - test various layers separately where possible

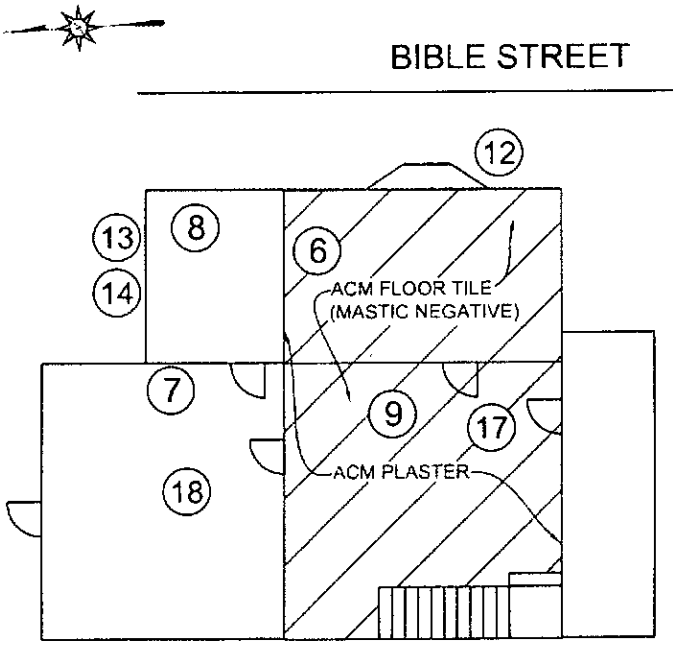
SAMPLE ID		DESCRIPTION	SAMPLE LOCATION	NOTES	% ACM	TYPE
1	A-C	Roof shingle black	Roof upper layer		ND	
2	A-C	Roof shingle green/red	Roof middle layer		ND	
3	A-C	Roof shingle green	Roof lower layer		ND	
4	A-C	Tar paper black	Siding under clapboard		ND	
5	A-C	Chimney flashing cement red	Chimney		20	CHR
6	A-C	Plaster	Interior walls		2	CHR
7	A-C	Sheetrock/joint compound	Interior walls		ND	
8	A-C	Ceramic tile grout grey	Bathroom walls/floor		ND	
9	A-C	Floor tile 9" grey, mastic black	2nd floor rooms	MASTIC NEGATIVE	10	CHR
10	A-C	Floor tile 12" white, mastic yellow	2nd floor rooms	MASTIC NEGATIVE	5	CHR
11	A-C	Tar paper black	2nd floor under tiles		ND	
12	A-C	Window caulk grey	Window exteriors		ND	
13	A-C	Stucco white/grey	House exterior		ND	
14	A-C	stucco base paper	Under #13		ND	
15	A-C	Insulation black electrical outer	2nd floor elect. System		ND	
16	A-C	Insulation black electrical wire	2nd floor elect. System		ND	
17	A-C	Ceiling tile 12" white w/ popcorn finish	1st floor ceiling		ND	
18	A-C	Block floor tile mastic black	1st floor kitchen		ND	

BIBLE STREET



SAMPLES
(28) ASBESTOS SAMPLE LOCATIONS

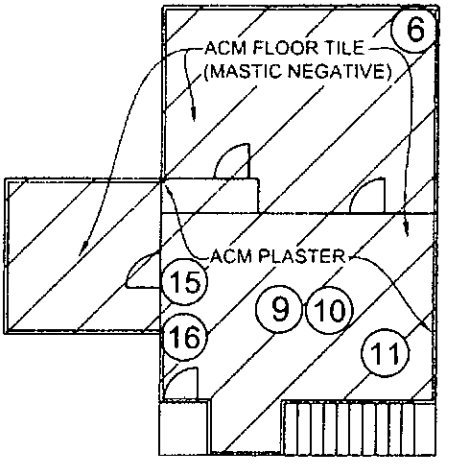
A-1	ASBESTOS SURVEY – BASEMENT PLAN THE KINGHORN HOUSE 120 BIBLE STREET, GREENWICH, CT	OSPREY ENVIRONMENTAL ENGINEERING, LLC 146 East Main Street Clinton, CT 06413 Phone (860) 669-8651 Fax (860) 664-3751	DRAWN BY: RJC SCALE: 1"=10' DATE: 12.24.13 REVISIONS:



SAMPLES
(28) ASBESTOS SAMPLE LOCATIONS

A-2	ASBESTOS SURVEY - FIRST FLOOR PLAN THE KINGHORN HOUSE 120 BIBLE STREET, GREENWICH, CT	OSPREY ENVIRONMENTAL ENGINEERING, LLC 146 East Main Street Clinton, CT 06413 Phone (860) 669-8651 Fax (860) 664-3751	DRAWN BY: RJC SCALE: 1"=10' DATE: 12.24.13 REVISIONS:

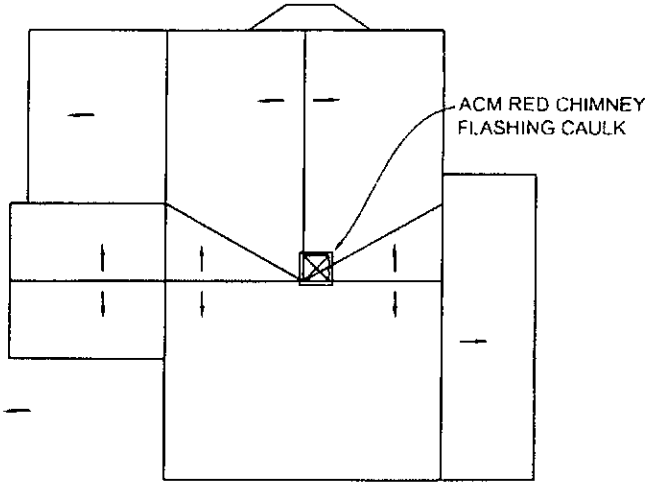
BIBLE STREET



SAMPLES
(28) ASBESTOS SAMPLE LOCATIONS

A-3	ASBESTOS SURVEY – SECOND FLOOR PLAN THE KINGHORN HOUSE 120 BIBLE STREET, GREENWICH, CT	OSPREY ENVIRONMENTAL ENGINEERING, LLC 146 East Main Street Clinton, CT 06413 Phone (860) 669-8651 Fax (860) 664-3751	DRAWN BY: RJC SCALE: 1"=10' DATE: 12.24.13 REVISIONS:

BIBLE STREET



SAMPLES
28 ASBESTOS SAMPLE LOCATIONS

A-4	ASBESTOS SURVEY – ROOF PLAN THE KINGHORN HOUSE 120 BIBLE STREET, GREENWICH, CT	OSPREY ENVIRONMENTAL ENGINEERING, LLC 146 East Main Street Clinton, CT 06413 Phone (860) 669-8651 Fax (860) 664-3751	DRAWN BY: RJC SCALE: 1"=10' DATE: 12.24.13 REVISIONS:

OSPREY ENVIRONMENTAL ENGINEERING, LLC
146 East Main Street. Clinton, CT 06413
Phone: 860.669.8651 Fax: 860.664.3751

26 December 2013

Mr. Alan Monelli
Superintendent of Building Construction and Maintenance Division
Town Hall
Greenwich, CT 06836-2540

Re: Asbestos and Lead Inspection, Eastern Greenwich Civic Center Storage Building, 90 Harding Street, Greenwich, CT

Robert Grabarek of Osprey, a Connecticut Licensed Asbestos Inspector, conducted a predemolition asbestos survey for the roof at the above referenced facility on 30 October 2013. The survey was conducted to identify all asbestos containing materials prior to renovation of the roof. The asbestos survey included the collection of samples of all suspect asbestos containing materials in accordance with State and Federal sampling requirements. Samples were submitted to EMSL, Inc., an NVLAP/AIHA accredited laboratory and were analyzed by polarized light microscopy to determine whether the materials met the definition of asbestos containing materials (>1% asbestos). A summary table of findings and plans indicating sampling locations and asbestos containing materials (ACMs) are appended.

A minimum of three samples was taken for each of 3 suspected asbestos containing materials. Of these, the following were asbestos containing materials (>1% asbestos):

Location	*Asbestos Containing Material*	*Quantity*
Windows	Window caulk	36 s.f.
Block wall interior	Pipe insulation	70 l.f.

In addition paint chips were collected to determine whether waste materials might meet the EPA characteristic of hazardous waste for lead. The samples had lead concentrations of 0.022 and 0.035% lead by weight. The demolition debris would therefore not have high lead concentrations.

Should you have any questions regarding the above, please contact me.

Sincerely,
Osprey Environmental Engineering, LLC

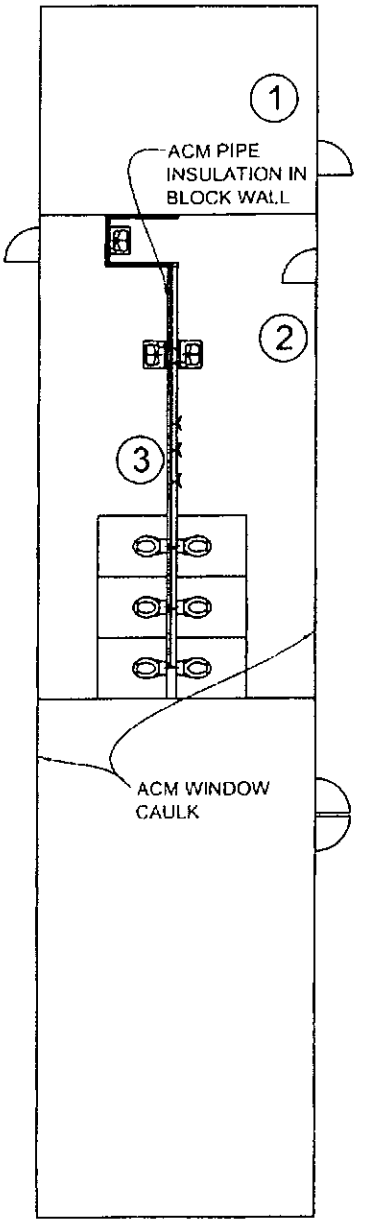
Robert Grabarek, P.E., L.S., LEP
President

OSPREY ENVIRONMENTAL ENGINEERING 146 EAST MAIN STREET, CLINTON CT 06413 860 669 8651

ACM Survey, EGCC Lavatory, 90 Harding Road, Greenwich, CT 10/30/2013

NOTES:	STOP POSITIVE - test various layers separately where possible

SAMPLE ID		DESCRIPTION	SAMPLE LOCATION	NOTES	% ACM	TYPE
1	A-C	Roof shingle composite	Roof		ND	
2	A-C	Window caulk grey	Windows		2%	CHR
3	A-C	Aircell	Pipe insulation in walls		50%	CHR



SAMPLES
(1) ASBESTOS SAMPLE LOCATIONS

A-1	ASBESTOS SURVEY – FIRST FLOOR PLAN EASTERN GREENWICH CIVIC CENTER STORAGE BUILDING 90 HARDING ROAD, GREENWICH, CT	OSPREY ENVIRONMENTAL ENGINEERING, LLC 146 East Main Street Clinton, CT 06413 Phone (860) 669-8651 Fax (860) 664-3751	DRAWN BY: RJC SCALE: 1"=10' DATE: 12.24.13 REVISIONS:

APPENDIX A
Asbestos Abatement Specification

SCOPE OF WORK- Asbestos Abatement

Site Considerations

Building 1 at 130 Bible is currently served by utility electric & well water and is connected to a septic system. Building 2 at 90 Harding Road is not connected to utility electric and water, nor is it connected to the public sewer. It is the contractor's responsibility to provide all utilities required to perform the abatement.

General Conditions

1. The contractor shall furnish all labor, services, materials, equipment, machinery, apparatus, appliances, tools, supplies, power, water, sewer connections, permits and all other things necessary to complete all work required under the terms of this Agreement (including Technical Specifications, Drawings, Exhibits, Schedules, Appendices, and all other documents referenced in or appended hereto), and as herein specified to the satisfaction of the Owner. The contractor shall perform all work, which shall include, but not be limited to, the following specification.

2. Permits to be obtained by the contractor shall include project notification forms and alternate work practice forms and their submittal by the Abatement Contractor to the Connecticut Department of Health (DOH) In Door Air Quality Division prior to performing work. Fees for all permits shall be borne by the contractor.

3. The contractor shall submit a Health and Safety Plan to the Town's Environmental Consultant that will include a Site Security Plan.

4. The contractor shall implement a safety program that includes the minimum requirements outlined in this specification. The contractor must adhere strictly to the safety program. The safety program shall be made available for the contractor, subcontractors, and the Town of Greenwich and their representatives.

5. The contractor shall provide a site security plan and install site security measures, including barriers, gates, lighting, signage and other measures deemed appropriate by The Town of Greenwich. The site security plan shall discuss security provisions to be taken by the contractor to prevent unauthorized access, restriction of access to asbestos abatement work areas during nights and weekends. The security measures shall remain in full effect until the contractor is released from this obligation in writing by the Owner.

6. Work shall only be conducted at the site between the hours of 7:30 a.m. and 5:30 p.m. Monday through Friday. No work shall be conducted during local, Federal and State public holidays. Requests for exceptions to these work hours shall be presented in writing through the General Contractor to the Town Project Engineer, and no work shall commence until authorization is received from the Owner. The Owner makes no commitment to grant such requests.

7. Authorized representatives and agents of the Owner, the Connecticut Department of Health, and the Connecticut Department of Environmental Protection shall be permitted access to the site at all time to inspect all work, materials, and other relevant data and records.

8. The contractor shall complete the asbestos abatement, the transportation/disposal of asbestos containing materials and debris from the site in accordance with all applicable federal, state and local regulations. All final air clearance tests will be provided for by the contractor using a licensed State of Connecticut laboratory.

9. The contractor shall note that the ACM material has only been identified and no quantities or amounts have been estimated. It is the contractor's responsibility to remove all ACM materials identified regardless of the quantity. The contractor may submit change notices for ACM material not identified in the attached documents. To this end the Town has requested the contractor to provide unit cost of items that could be encountered in addition to those identified.

10. The contractor shall submit all required documentation to the Owner, including waste manifests, work records, clearance tests, and all other pertinent records required for retention under Connecticut and Federal regulations. Final payment for the asbestos abatement portion of the project will not be paid until all appropriate documentation, including personal monitoring and final clearance test data, work records and disposal manifests have been received by the Town of Greenwich.

11. The contractor shall be responsible for site clean-up and demobilization, including removal of all equipment, trailers, barriers, etc. to the satisfaction of The Owner.

Technical Specifications

1. PRINCIPAL REGULATIONS:

The Asbestos Abatement Contractor and the contractor, will conform to all applicable Federal, State and Local Regulations. The principal applicable regulations are:

A. AHERA (Asbestos Hazard Emergency Response Act): EPA Asbestos in Schools Regulation, 40 CFR Part 763 Subpart E.

B. OSHA 29 CFR 1926.1101 (Construction Industry Asbestos Standard).

C. OSHA 29 CFR 1910.1001 (General Industry Asbestos Standard).

D. NESHAP (National Emissions Standards for Hazardous Air Pollutants) 40 CFR Part 61 Subparts A and M.

E. Connecticut General Statutes Sections 20-441-1 through 20-441-9, inclusive and Section 20-441 of the Regulations of Connecticut State Agencies.

F. Worker Protection Rule 40 CFR 763 Subpart G (Applies to School Workers).

G. OSHA 29 CFR 145 (Applies to Accident Prevention).

H. OSHA 29 CFR 1910.134 (Applies to Respirator Use).

I. OSHA 29 CFR 1910.38; 1926.24 and 1926.150-155 (Fire Safety).

J. OSHA 29 CFR 1926.401 and 1926.416-.417 (Electrical Safety).

K. OSHA 29 CFR 1926.450 (Ladder Safety).

L. OSHA 29 CFR 1926.451 (Scaffold Safety).

M. OSHA 29 CFR 1910.141 (Shower and Sanitation requirements).

N. State, County, and City or Municipal codes and ordinances, as applicable.

O. United States Patent Laws and Regulations.

P. CFR 49 parts 171-173 US Department of Transportation.

Q. New pending applicable regulations if promulgated during the project.

R. Connecticut General Statutes Sec 22a-209-8 (i) (DEP Applies to Waste Disposal in Connecticut).

S. Public Act 91-260, effective 12/1/92.

2. AIR MONITORING

A. Provided by: The Asbestos Abatement Contractor will provide the following air sampling:

1. Air Sampling Program:

a. Pre-Abatement Air Sampling:

Pre-Abatement air samples will be collected at strategic locations inside and outside the planned Work Area to establish prevalent ambient air concentrations under normal building activity before the Abatement Work begins.

b. During Abatement Area Monitoring:

Daily samples will be collected which are representative of the air outside each Decontamination Enclosure System (Decon), and in each Negative Air Unit exhaust. Sampling will also be done where feasible, in the closest approach corridor(s) or other spaces outside the work area as determined by the Owner.

c. Post Abatement Testing:

The contractor is to conduct all sampling and testing at his expense using a licensed State of Connecticut laboratory.

B. Contractor's Personal Air Samples: Personal air sampling shall be conducted by the contractor according to CFR 29 1926.58 to ensure workers are using proper respiratory protection. Samples will include daily, 30-minute excursion limit (EL) samples and 8 hour, time-weighted average concentration (PEL) samples. PEL samples must cover each type of work operation for each shift in each Work Area, and, at least 25% of the work force must be sampled. For each shift, at least one EL sample must be taken at the time of expected peak exposure during the shift in each Work Area. All personal air sampling results must be recorded at the work site within 24 hours and be available for review until the job is complete. These results must be included with the contractor's submittals at the conclusion of the project. Each sample report must have the worker's name, Social Security Number, time of collection, properly calibrated flow rate at the start and end of sampling, the date, the nature of the work done, the type of respirator used, and the name of the Work Area. Each set of air samples must be accompanied by two field blanks.

C. Qualifications of Persons Collecting Air Samples: All persons collecting area air samples or supervising personal air sampling must be a Connecticut Licensed Project Monitor.

3. NOTIFICATIONS

A. Copies of the notifications must be sent to the Owner.

B. The Contractor shall prepare and submit 10-day notification forms (latest issue 02/25/97) as required by the State of Connecticut Department of Public Health (CTDPH). The contractor shall pay the fee required to be submitted with the form. Notifications shall be mailed at least 10 calendar days before the commencement of work to:

Connecticut Department of Public Health
Division of Environmental Health
Indoor Air Program
410 Capitol Avenue - MS# 51-AIR
P.O. Box 340308
Hartford, CT 06134-0308
(860) 509-7367

C. Notification of Demolition to the EPA is not required pursuant to 40 CFR Subsection 61.145 (b), as long as such notices are delivered to the CTDPH. The EPA views notification to the CTDPH as having satisfied the federal notification requirements and conversely, will consider non-notifiers to the CTDPH as being in violation of the federal notification requirement as well.

D. Any disposal of asbestos in the State of Connecticut must be authorized by the Office of Solid Waste Management Bureau. To request a disposal permit, the contractor is to contact the Solid Waste Management Unit at (860) 424-3372.

The contractor shall prepare and submit 25-day notification to the following address:

State of Connecticut
Dept. of Environmental Protection
Solid Waste Management Unit
79 Elm Street
Hartford, CT 06106

4. ALTERNATE WORK PRACTICES

The contractor shall promptly forward copies of any correspondence related to Alternate Work Practice Requests and Approvals, if any are applicable, to the Owners Environmental Consultant.

5. COMPLIANCE WITH SAFETY REQUIREMENTS AND REGULATIONS VERSUS SPECIFICATIONS

No requirement in these Specifications shall be construed as forcing the contractor or his employees or agents to commit an unsafe act or to violate any code or regulation. Where there is a conflict between the specifications and the regulations, the most stringent condition shall apply. In any case where the contractor determines that compliance with any condition of this Specification is not feasible for safety reasons and supports this determination with engineering and/or other appropriate data in writing together with an acceptable alternate method, which is consistent with the regulations, the alternate method will be duly considered. Any proposed changes are subject to approval by the Owner.

6. PERSONNEL PROTECTION

A. The contractor's workers shall be instructed on fire, electrical, and other hazards peculiar to this job site. Instructions will include spill response, power failure and emergency evacuation procedures. The workers will receive the required OSHA Hazard Communication information required by 29 CFR 1926.59 and training for any hazardous chemicals brought to this site.

B. Respiratory protection shall meet the requirements of OSHA as described in 29 CFR 1910.134 and 1926.1101 for asbestos. The contractor will provide appropriate respirators, disposable suits, and other safety equipment for asbestos, at no cost to his employees, and as needed for other physical and health hazards at the work site.

C. Any feasible combination of engineering controls, work practices, and personal protective equipment may be used to reduce personnel exposure to asbestos and other hazards.

D. All persons entering the work area shall wear prescribed protective clothing and respirators until the Final Clearance Tests are successfully completed for the work area. The contractor has responsibility to establish and maintain at the work site daily logs of activities and the names, social security numbers, and job titles of all persons entering the site.

E. The contractor shall have his supervisor present on-site at all times during abatement activities. Duties of the Supervisor shall include:

1. Posting signs to comply with OSHA 1926.1101 and NESHAP certificates.
2. Maintaining copies of Regulations including 29 CFR 1926.1101 and 40 CFR Part 61 Subparts A & M, and a copy of these specifications on site.
3. Guarding the work area against unauthorized intrusion and ensuring all persons entering the work area are properly certified, trained, and equipped. Maintaining the job narrative including proof of control of the work area and that each entry into the work area is recorded in the site log.
4. Providing workers with safety equipment, except each person will have their own personal, fitted respirator provided by the contractor.
5. Ensuring proper decontamination procedures such as the proper use of suits and showers, are followed without exception and that the shower and other safety equipment are properly functioning.
6. Ensuring that all records of the abatement are kept including:
   a. A copy of the notifications,
   b. The methodology and results of all air sampling conducted during the abatement.
   c. A complete list of the names and social security numbers of all abatement workers and supervisors and other contractor employees involved in the abatement process on this project and all other individuals entering the work area,
   d. A log of control of access to the work area,
   e. All records of compliance with OSHA, DEP and EPA regulations,
   f. Connecticut OSHA regulations, as applicable, and documentation to demonstrate compliance with post abatement re-occupancy criteria.

F. Before leaving the work area each person shall: vacuum gross contamination from protective clothing, proceed to the Equipment Room and remove all clothing except respirator, and, still wearing the respirator, proceed naked to the shower. Clean the respirator and self-using liquid soap and water and rinse self in the shower. Dispose of the wet respirator cartridges in a receptacle for asbestos waste.

G. Following showering and drying off, each person shall proceed directly to the Clean (change) Room and dress in street clothes at the end of each day's work or before eating or taking a break. Otherwise one may don disposable clothing of a different color, or otherwise distinctively different, for use outside the work area.

H. Persons will not smoke, drink, eat, or chew gum or tobacco in the work area.

I. The prescribed protective clothing, respirator use and decontamination measures in the work area, including all those described in this Specification and prescribed in the Regulations, will remain in effect from the moment Asbestos disturbance begins until final clearance of the area.

7. WORK SEQUENCE

A. Precleaning and critical barrier installation.

B. Containment construction, decon and negative air setup.

C. Removal and cleanup.

D. Inspection and Final Clearance Testing.

E. Shut down of Negative Air Units and the removal of Critical Barriers and Negative Air Units.

8. MATERIALS

A. The contractor shall deliver all materials in original containers with original manufacturer's labels.

B. Damaged or deteriorated materials shall not be used and shall be removed from the premises.

C. The contractor shall use 2 layers polyethylene sheets of 4-mil thickness for walls, unless otherwise specified, and 2 layers 6-mm thickness for floors. Use sizes, which minimize the number of seams.

D. The contractor shall use 1 layer polyethylene sheets of 6-mil thickness for critical barriers (consisting of wall openings or penetrations including but not limited to windows, doorways, elevator openings, corridor openings, drains, ducts, grills, diffusers and skylights.

E. Polyethylene bags shall be 6-mm and of sufficient size for the application.

F. When tie wraps of plastic are used to secure waste bags, they must be at least five inches long, pointed, and looped.

G. Tape used must be capable of sealing joints in adjacent polyethylene sheets, attaching polyethylene sheets to finished or unfinished surfaces of dissimilar materials, and adhering under the anticipated load and amended water usage.

H. Surfactant (wetting agent) shall consist of 50% polyoxethylene ether and 50% polyoxyethylene ester at a concentration of one ounce to 5 gallons of water or as directed by the manufacturer.

I. Signs to be posted at the work area shall be in sufficient quantity to post at all entries to work areas. Signs will comply with OSHA 29 CFR 1926.1101.

J. Chemicals to be used shall not leave objectionable odor or residues or create any hazardous condition.

K. Asbestos-free replacement materials are to be used according to applicable fire or building codes. Replacement materials must provide equivalent or better performance than the original asbestos materials.

9. TOOLS AND EQUIPMENT

A. The contractor will have available spray equipment capable of mixing the wetting agent with water, generating sufficient pressure and volume, and having sufficient hose length to reach all areas with asbestos.

B. Impermeable containers are to be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. Containers shall be labeled in accordance with OSHA 1926.58 and shall be both water and airtight.

C. The contractor shall have sufficient personal air monitoring equipment to monitor each type of activity in each work area.

D. The contractor shall provide suitable tools for asbestos removal.

E. The contractor shall have sufficient quantity of equipment and materials necessary for the job including protective clothing, filter cartridges, respirators fitted for each worker, plastic sheeting, duct tape, air filters, air sample cassettes, signs, grounded power cables, GFCI units, HEPA vacuums, negative air units and spare filters, ladders, sufficient negative air exhaust duct to discharge filtered air outside, shower units, decontamination enclosures, water filtration units and all other equipment required by regulations and by this specification.

F. The contractor will provide all construction materials, which may be required to construct and dismantle barriers, decons, staging, scaffolds, critical barriers, or otherwise needed for the work.

G. Negative air units shall be provided by the contractor to meet HEPA requirements and be of sufficient capacity to cause at least four-air changes/hour in each work area and maintain a negative air pressure in the enclosure. Airflow shall be

sufficient through the decon areas so that fibers are not able to escape outside the containment. Units shall be equipped with warning lights, alarms, or other devices which sense pressure drop variation and prevent operation when filters are overloaded or ruptured.

10. PREPARATION OF THE WORK AREAS

A. Where necessary, the contractor shall shut down the electric power including receptacles and lighting fixtures. Under no circumstances during the decontamination procedures, will lighting fixtures be permitted to be operated when spraying of water-based materials may contact the fixtures.

B. The contractor shall provide temporary and emergency power and lighting and ensure safe installation of temporary power sources and equipment per applicable code requirements. Provide ground fault interrupter circuits (GFCI) for all power cords and electrical equipment. Only 3-prong grounded cords will be permitted in the work area.

C. The contractor will coordinate locations of decons and negative air unit locations with the Owner.

D. The contractor shall shut down and isolate heating, cooling and ventilating and air conditioning (HVAC) systems to prevent contamination and fiber dispersal to other areas of the facility where applicable. The contractor shall seal any vents within the work area. Isolation will be accomplished by sealing the work area airtight using plastic and tape if appropriate or other means dictated by safety and mechanical considerations. For example, high temperature equipment cannot be safely contacted with plastic since the plastic may melt or burn, hence, fire resistant materials must be used.

E. The contractor shall establish critical barriers and negative air HEPA filtered airflow at the first opportunity. The contractor shall seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, diffusers, and any other penetrations into the work area, with plastic sheeting at least 4-mil thick. The contractor shall not seal off sprinkler heads, smoke/heat detectors or other such safety equipment. The contractor shall consult the Owner, Owner or other City designee for advice or instructions on such items. Doorways and corridors, which will not be used for passage during work, must be sealed with barriers. Barriers will be constructed with floor and wall plastic overlapping so that no water will escape from the work area to the contiguous area.

F. The contractor shall pre-clean movable objects within the proposed work area using HEPA vacuums and/or wet cleaning methods as appropriate and remove such objects from work areas to a temporary location after condition has been verified by Owner.

G. The contractor shall pre-clean fixed objects within the work areas using HEPA vacuums and/or wet cleaning methods as appropriate and enclose with a minimum of 6-mil plastic sheeting and tape. Carpeting or flooring which is scheduled to remain must be thoroughly HEPA vacuumed and accepted by the Owner before covering with plastic sheeting.

H. The contractor shall clean the work area surfaces using HEPA vacuums and/or wet cleaning methods as appropriate.

I. The contractor shall cover flooring where the flooring is not to be removed and cover wall surfaces with polyethylene sheeting sealed with tape. Use a minimum of two layers of 4-mil polyethylene on walls and two layers of 6-mil polyethylene on floors. Cover floors first so that polyethylene extends at least twelve inches up on walls. Next, cover walls with polyethylene sheeting to the floor thus overlapping the first layer by at least 12 inches. Stagger seams of the polyethylene. The containment must be air and watertight.

J. The contractor shall provide airlocks at entrances to and exits from the work areas. Provide clear plastic vision ports where appropriate for inspection.

K. The contractor shall maintain emergency exits. Fire exits must be satisfactory to fire code. Exits must be clear of equipment and extraneous materials at all times to permit emergency exit without interference.

L. Any ceiling protrusions, porous surfaces, or irregularities which may become contaminated, interfere with the work, or permit contamination beyond the confines of the work area, must be managed to prevent contamination or release of fibers. Clean and remove or clean and seal off objects that interfere with asbestos abatement.

M. Any constructed barriers and structural members of decon units using framing must conform to applicable building codes. This construction must be sufficiently sturdy to resist breaching or collapsing under active work conditions. Portable or prefabricated structures with comparable strength and effectiveness may be used (descriptions/drawings are to be included with submittals).

N. In all cases, access between contaminated and uncontaminated areas must be through an airlock.

O. At all stages of the work keep the surrounding area, outside the asbestos work area, clean and regularly policed for trash or debris.

11. MAINTENANCE OF CONTAINMENT SYSTEMS

The contractor is responsible for preparing and maintaining the containment in proper condition to serve the intended purpose and meet the requirements of the Regulations and these Specifications as verified by the Owner. The contractor will inspect the enclosure initially and daily. Inspections will require:

A. Visual inspection for conformity.

12. FINAL CLEARANCE TESTING

A. The contractor will perform the final air clearance test at his expense utilized a licensed CT sampling laboratory. Upon receipt of the results, the contractor will forward them to the Town's Environmental Consultant who will then authorize, if applicable, for the contractor and the abatement subcontractor to proceed with the removal of containment and continuation of the restoration.

13. DISPOSAL

A. Wastes will be removed at appropriate times during the work sequence. The contractor will dispose of asbestos wastes in accordance to applicable regulations.

B. Impermeable double containers are to be used to receive and retain any asbestos-containing or contaminated materials until disposal at an acceptable disposal site. Containers shall be labeled in accordance with OSHA 1926.1101 and shall be both water and airtight. When tie wraps of plastic are used to secure waste bags, they must be at least 5 inches long, pointed, and looped. Plastic bags must be 6-mil or greater thickness.

C. EPA regulation 40 CFR Part 61, amended, known as the NESHAP regulations, shall be complied with. These include:

1. Each bag of waste will be labeled with the name of the asbestos Contractor and the name of the work site before it leaves the premises.
2. Manifests are required. A copy is in the text of the NESHAP amendment. The contractor will maintain copies of each waste manifest for transmittal to the Owner and to the Owner.

D. The asbestos waste container will remain locked after it is deployed, unless in immediate use. The job foreman or supervisor will maintain control of the key.

E. The contractor shall seal the containers filled with the wet asbestos waste in the work area. The contractor shall wet clean the outside of the sealed container and move to the Holding Area (bagout) for "double bagging" by workers who have entered from uncontaminated areas dressed in clean disposable suits. Only the double sealed containers and other cleaned materials will exit via the "bagout" (equipment decontamination unit). Persons will leave only via the worker decontamination- shower route.

F. The asbestos materials must be packaged in impermeable dust tight containers (i.e., heavy-duty 6-mil polyethylene bags or sealed fiber pack drums).

G. All containers must be labeled in large legible letters:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

H. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

I. Each waste container shall be tagged or labeled clearly with the name of the generator (i.e. the contractor and the name of the work site).

J. Each asbestos waste pickup will be signed for using chain-of-custody forms provided in EPA regulations CFR 40 Part 61.

K. The contractor will turn over to the Owner a copy of the asbestos waste custody document within 24 hours after the material has left the site and forward the complete disposal documentation within 45 days.

14. UNIT COST PRICING FOR ADDITIONAL ABATEMENT

The bidder shall submit alternate pricing for the removal of unidentified ACM material in the bid reply sheet.

ITEM	UNITS
Floor Tile	Square Foot
Floor Tile & Mastic	Square Foot
Black Tar Paper	Square Foot
Transite Board	Square Foot
Boiler Insulation	Square Foot