

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

NO.: 7206

ISSUE DATE: 2/05/16

DEADLINE DATE: 3/08/16

DEADLINE TIME: 3:00 PM

REQUEST FOR BID
 REQUEST FOR PROPOSAL

PREBID CONFERENCE:

TIME AND DATE: 2/18/16 AT 10:00 AM

LOCATION: Town Hall- 101 Field Point Rd

1st Floor Gisborne Conf. Room
Greenwich, CT 06830

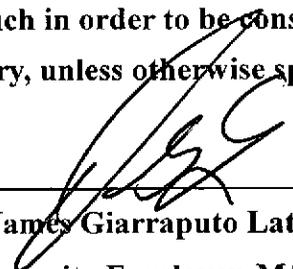
ITEM/CATEGORY BYRAM PARK POOL REPLACEMENT

LOCATION GREENWICH, CT

- BID BOND REQUIRED.
 PERFORMANCE, MAINTENANCE & PAYMENT BOND REQUIRED (SEE ATTACHED)
 GENERAL SPECIFICATIONS (ATTACHED)
 INSURANCE REQUIRED (SEE ATTACHED)
 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.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

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 Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at three o'clock p.m. (prevailing time) on March 8, 2016 for the following work:

TOWN OF GREENWICH, CT

REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM

BYRAM PARK POOL REPLACEMENT

Bid security in the amount of 5% of the lump sum bid price shall be submitted with the bid.

The completed Vendor Information Form Page 12(i) and 12(j) shall be submitted with the bid.

Bidders are required to hold and honor their bid pricing for one hundred and twenty (120) days.

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

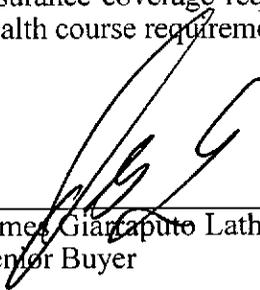
The right is expressly reserved to reject any or all bids, to waive any informalities in the bids, or to accept such bids as appear to be in the best interest of the Town.

It is the responsibility of the prospective bidder to check this website for any addenda issued up to 48 hours prior to the bid opening.

The RFB/General Specifications, Technical Specifications Book and the Drawings may be viewed and downloaded from the Town's website, www.greenwichct.org/bids at no cost. Full size hard copies of the drawings may be purchased from Greenwich Blueprinting, 255 Greenwich Avenue, Greenwich, CT (T:203-869-0305) for the non-refundable fee of **\$151.87 plus shipping**.

A Prebid Conference will be held at the Town of Greenwich, Town Hall, Gisborne Conference Room, 101 Field Point Road, Greenwich, CT on February 18, 2016 at 10:00 a.m. It is highly recommended that the property 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 Gianaputo Latham, CPPB
Senior Buyer

Date: February 05, 2016

SECTION 1
INFORMATION FOR BIDDERS

<u>TITLE</u>	<u>ARTICLE</u>
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LOCATION AND DESCRIPTION OF WORK TO BE DONE	1.2
CONTRACT DOCUMENTS	1.3
DEPOSIT ON DRAWINGS AND DOCUMENTS	1.4
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INFORMATION FOR BIDDERS

1.1 RECEIPT AND OPENING OF BIDS.

Scaled 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 Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at three o'clock p.m. (prevailing time) on March 8, 2016 for the following work:

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

1.2 LOCATION AND DESCRIPTION OF WORK TO BE DONE.

The work herein specified to be done consists of the **BYRAM PARK POOL REPLACEMENT** 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 on drawings which are listed as follows:

<u>Drawing #</u>	<u>Drawing Name</u>
Cover Sheet	
G1.00	Abbreviations, Notes, and Legend
G1.01	Additional Notes
C1.00	Existing Conditions Plan
C1.01	Demolition Plan
C2.00	Overall Site Plan
C2.01	Low Impact Development Plan
C3.00	Site Layout Plan-South
C3.01	Site Layout Plan-North
C3.02	Parking Lot Centerline Profile
C3.03	Parking Lot Baseline Geometry and Curb Radius Schedule
C4.00	Grading and Drainage Plan-South
C4.01	Grading and Drainage Plan-North
C4.01A	Maintenance Road Drainage Improvement Plan
C5.00	Erosion and Sedimentation Control Plan
C6.00	Utility Plan-South
C6.01	Utility Plan-North
C6.02	Utility Profile-North
D1.00	Erosion & Sediment Control Details
D1.01	Sanitary Details
D1.02	Water Details
D1.03	Drainage Details
D1.04	Drainage Details
D1.05	Parking Area Details
D1.06	Miscellaneous Details
D1.07	Miscellaneous Details

<u>Drawing #</u>	<u>Drawing Name</u>
L2.00	Landscape/Hardscape Plan-South
L2.01	Landscape/Hardscape Plan-North
L3.00	Hardscape & Amenities Plan-South
L4.00	Landscape & Hardscape Details
L4.01	Landscape & Hardscape Details 2
L4.02	Landscape & Hardscape Details 3
L4.03	Landscape & Hardscape Details 4
S0.00	General Notes
S0.01	Typical Details 1
S0.02	Typical Details 2
S1.00	Foundation Plan Main building
S1.01	Foundation Plan and Sections Filter Building and Entrance Building
S1.02	Foundation Sections and Details
S2.00	Slab Plan Main Building
S2.01	Slab Plan Filter Building and Entrance Building
S3.00	Roof Framing Plan Main Building
S3.01	Roof Plan Filter Building and Entrance Building
S3.02	Truss Elevations and Details
CS1.00	Structural Details
CS1.01	Structural Details
CS1.02	Structural Details
CS2.00	Structural Details
CS2.01	Structural Details
CS2.02	Entrance Wall Elevation, Section and Plan
CS2.03	Slab Plan
E1.00	Electrical Legend
E2.01	Electrical Site Plan
E2.02	Electrical Pool Bonding Plan
E3.00	Electrical Main Building Lighting Plan
E3.01	Electrical Main Building Power Plan
E3.02	Electrical Kitchen Power Plan
E3.03	Electrical Filter Building Plan
E4.00	Electrical One Line Diagram
E5.00	Electrical Schedules
E6.00	Electrical Details
M10.1	Process/Mechanical Schedules and Abbreviations
M10.2	Pumping Station Plan and Profile
M10.3	Mechanical Details
M10.4	Mechanical Details
H0.00	HVAC Legend
H1.01	HVAC Floor Plan
H2.01	HVAC Schedule
H3.01	HVAC Details
P0.00	Plumbing Legend & Schedule
P1.00	Plumbing Underslab Plan
P1.01	Plumbing Floor Plan
P2.01	Plumbing Details
P2.02	Plumbing Riser Diagrams

<u>Drawing #</u>	<u>Drawing Name</u>
A0.00	Abbreviations, Legends, Note & Wall Types
A0.01	Exterior & Interior Building Signage
A0.02	Code & Life Safety Plan
A1.00	Overall Floor Plan – Main Building
A1.01	Overall Floor Plans – Entry Gate & Filter Building
A1.02	Overall Reflected Ceiling Plan - Main Building
A1.03	Overall Reflected Ceiling Plans – Entry Gate & Filter Building
A1.04	Overall Roof Plan – Main Building
A1.05	Overall Roof Plans – Entry Gate & Filter Building
A2.00	Exterior Elevations – Main Building
A2.00A	Exterior Elevations – Main Building - Alternate
A2.01	Exterior Elevations – Main Building
A2.01A	Exterior Elevations – Main Building - Alternate
A2.02	Exterior Elevation – Entry Gate
A2.03	Exterior Elevations – Filter Building
A2.03A	Exterior Elevations – Filter Building – Alternate
A3.00	Building Section – Main Building
A3.01	Building Section – Entry Gate & Filter Building
A5.00	Millwork Details
A5.01	Details
A6.00	Room Finish & Door Schedule and Door Details
A6.01	Window Schedule & Details
A6.02A	Miscellaneous Details - Alternate
A6.03	Louver Schedule & Details
A7.00	Plumbing Schedule and Bathroom Interior Elevations
A7.01	Large Scale Bathroom Floor Plans
SP1.0	Site Plan and Notes
SP2.0	Activity Pool Plan
SP2.1	Activity Pool Section
SP2.2	Activity Pool Details
SP2.4	Activity Pool Piping Schematic
SP2.5	Activity Pool Site Piping
SP3.0	Wading Pool Plan and Section
SP3.1	Wading Pool Details
SP3.2	Wading Pool Piping Schematic
SP3.3	Wading Pool Site Piping
SP4.0	Spray Deck Plan
SP4.1	Spray Deck Details
SP4.2	Spray Deck Piping Schematic
SP4.3	Spray Deck Site Piping
SP5.0	Filter Building
SP5.1	Mechanical Details
SP5.2	Mechanical Details 2

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.

1.4 CHARGE FOR DRAWINGS.

The RFB/General Specifications, Technical Specifications Book and the Drawings may be viewed and downloaded from the Town's website, www.greenwichct.org/bids at no cost. Full size hard copies of the drawings may be purchased from Greenwich Blueprinting, 255 Greenwich Avenue, Greenwich, CT (T:203-869-0305) for the non-refundable fee of **\$151.87 plus shipping.**

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 before **February 26, 2016 at 11:00 AM.** 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. 45-46)** 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 28. 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 57 through 61. This document provides the full definition of "Nonresident Contractor" and describes the State of Connecticut's process for verification.

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 62 and 63, 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, BYRAM PARK POOL REPLACEMENT:

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, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 1

PRICING

The bidder shall provide complete bid prices below that are inclusive of all costs for the specified project:

1.	General Conditions	\$ _____
2.	Installation of Utilities (electric, water, natural gas)	\$ _____
3.	Installation of Sewer Lift Station & Street Connection	\$ _____
4.	Construction of Retaining Wall & Site Work @ Pool	\$ _____
5.	Construction of Pool/Filter/Entry Buildings	\$ _____
6.	Site/Pool Electric	\$ _____
7.	Site/Pool Building Plumbing (No Pool or Filter)	\$ _____
8.	Pool Building Exhaust & Ventilation	\$ _____
9.	Pool Building Interior Finishes – Cabinetry/Ceramic Tile	\$ _____
10.	Construction of Pools, Main/Kiddy/Splash Pad w/ Filter Equip	\$ _____
11.	Construction of Concrete Pool Deck & Finish	\$ _____
12.	Demolition of Beach Buildings, Restroom/Locker/Concession/Life Guard	\$ _____
13.	Removal of Rock Out Cropping	\$ _____
14.	Restoration of Beach	\$ _____
15.	Parking Lot Paving & Sidewalks	\$ _____
16.	Landscaping – Pools/Parking Lot/Beach	\$ _____
	Total Lump Sum Bid Price	\$ _____

LEAD TIME

The bidder shall indicate below the total approximate number of calendar days needed to complete the entire scope of work of this project:

_____ Days

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 2

SELF-PERFORMANCE

The Contractor shall be at least 30% self-performing in the labor portion of this project. The Contractor's employees shall execute at minimum 30% of the dollar amount of the labor required to perform this project. Subcontractors shall perform no more than 70% of the dollar amount of the labor.

<u>LABOR</u>	<u>\$ Amt Labor</u> Performed by Contractor	<u>\$ Amt Labor</u> Performed by Subcontractor
1. General Conditions	\$ <u>N/A</u>	\$ <u>N/A</u>
2. Installation of Utilities (Electric, Water, Natural Gas)	\$ _____	\$ _____
3. Installation of Sewer Lift Station & Street Connection	\$ _____	\$ _____
4. Construction of Retaining Wall & Site Work @ Pool	\$ _____	\$ _____
5. Construction of Pool, Filter, Entry Buildings	\$ _____	\$ _____
6. Site/Pool Electric	\$ _____	\$ _____
7. Site/Pool Building Plumbing (No Pool or Filter)	\$ _____	\$ _____
8. Pool Building Exhaust & Ventilation	\$ _____	\$ _____
9. Pool Building Interior Finishes Cabinetry/Ceramic Tile	\$ _____	\$ _____
10. Construction of Pools, Main/Kiddy/Splash Pad w/ Filter Equip	\$ <u>N/A</u>	\$ <u>N/A</u>
1. Construction of Concrete Pool Deck & Finish	\$ _____	\$ _____
12. Demolition of Beach Buildings, Restroom/Locker/Concession/Life Guard	\$ _____	\$ _____
13. Removal of Rock Out Cropping	\$ _____	\$ _____
14. Restoration of Beach	\$ _____	\$ _____
15. Parking Lot Paving & Sidewalks	\$ _____	\$ _____
16. Landscaping - Pools/Parking Lot/Beach	\$ _____	\$ _____
TOTAL (total sum of '1' thru '16')	\$ _____	\$ _____

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 3

POOL CONTRACTOR QUALIFICATIONS

The bidder shall provide all of the requested information below with the bid:

1. Name & Address of Pool Contractor _____

2. The bidder shall include with the bid a copy of the Pool Contractor's valid Connecticut license for installation of swimming pools, SP1.

3. Has the Pool Contractor been in business for at least the past 10 years?

YES _____ NO _____

4. Has the Pool Contractor been in business for the past 10 years under the current company name?

YES _____ NO _____

5. The bidder shall list below the location, size & contact information for five public/municipal pools recently constructed by the Pool Contractor:

Location	Size	Contact Name & Phone
1.		
2.		
3.		
4.		
5.		

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 4

POOL CONTRACTOR QUALIFICATIONS Continued

6. The bidder shall list below 15 commercial pools that have been recently constructed by the Pool Contractor:

Location	Size	Contact Name & Phone
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 5

POOL CONTRACTOR QUALIFICATIONS Continued

7. The bidder shall list below 5 Municipal/State Pools Constructed by the Pool Contractor, 2 of which have been completed in the last 4 years:

Location	Size	Contact Name & Phone
1.		
2.		
3.		
4.		
5.		

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 6

POOL CONTRACTOR QUALIFICATIONS Continued

8. The bidder shall list below 8 projects, completed within the past 4 years by the Pool Contractor; 3 of which can consist of current projects under construction:

Location	Size	Contact Name & Phone
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 7

Alternate Pricing

The Town is seeking alternate pricing for the individual items listed below that could directly replace the corresponding cost in the main bid (Reply Sheet Page 1). Use of these items is at the sole discretion of the Town and could be used to modify the total contract price of the project of the low bidder.

- A. Construction of Retaining Wall & Site Work @ Pool using Form Liner B on Drawing CS2.00. This value will be either added or deleted from the value of item 4 on Reply Sheet Page 1:

\$ _____

- B. Alternate Construction of Pool/Filter/Entry Buildings, Drawings A2.00A, A2.01A, A2.03A & A6.02A (Entry Building is not Changed). This value will replace the total value of item 5 on Reply Sheet Page 1:

\$ _____

- C. Use of Segmented Pool Gutters versus Smooth Curved Gutters
The Drawings and Specifications utilize welded segmented gutters around all pool perimeters. This alternate is requesting the contractor to provide Smooth radius curved gutters at all pool perimeters as an alternate. See Specification Section 15493, Part 2 Products 2.01 for Segmental and Section 15493, Part 2 Products 2.03 for Smooth Radius Alternate. This value will be either added or deleted from the value of item 10 on Reply Sheet Page 1:

\$ _____

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

Reply Sheet Page 8

OPTIONAL PRICING

The bidder shall provide complete, fixed, unit pricing for the removal and disposal of each optional item listed below:

Asbestos Floor Tile	_____	Per Square Foot
Asbestos Floor Tile & Mastic	_____	Per Square Foot
Asbestos Black Tar Paper	_____	Per Square Foot
Asbestos Transite Board	_____	Per Square Foot
Asbestos Boiler Insulation	_____	Per Square Foot
Arsenic Soil Removal	_____	Per Ton

Bidder's Company Name: _____

Authorized Signature: _____

Vendor Information & Signatory Form
For all Contracts Equal to or Greater than \$250,000

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)

a. 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?

b. YES NO

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

11. 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

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

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

Phone No.: _____ Email Address: _____

14. 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 #7206 BYRAM PARK POOL REPLACEMENT 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 the **BYRAM PARK POOL REPLACEMENT**.

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 **ONE HUNDRED AND TWENTY (120) 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)

*

*

*CORPORATE / LLC PRINCIPAL

*

*

*BUSINESS ADDRESS

*

*

*

*

*BY - (HEREUNTO DULY AUTHORIZED)

*

*

*TITLE

*

*

*CORPORATE SURETY

*

*

*

*

*

*

*

*

*BY - (HEREUNTO DULY AUTHORIZED)

*

*

*TITLE

ATTEST

AFFIX
CORPORATE
SEAL

WITNESS

AFFIX
CORPORATE
SEAL

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

<u>TITLE</u>	<u>ARTICLE</u>
DEFINITIONS	4.1
THE CONTRACT DOCUMENTS	4.2
OBLIGATIONS AND LIABILITY OF CONTRACT	4.3
AUTHORITY OF THE SUPERINTENDENT, B.C.& M.	4.4
SUPERVISION OF WORK	4.5
INSURANCE	4.6
PATENTS	4.7
COMPLIANCE WITH LAWS	4.8
PROVISIONS REQUIRED BY LAW DEEMED INSERTED	4.9
PERMITS	4.10
NOT TO SUBLET OR ASSIGN	4.11
TIME FOR COMMENCEMENT AND COMPLETION OF WORK	4.12
LIQUIDATED DAMAGES OR TIME CHARGE	4.13
NIGHT AND SUNDAY WORK	4.14
EMPLOY COMPETENT INDIVIDUALS	4.15
EMPLOY SUFFICIENT LABOR AND EQUIPMENT	4.16
INTOXICATING LIQUORS	4.17
ACCESS TO WORK	4.18
EXAMINATION OF WORK	4.19
DEFECTIVE WORK	4.20
PROTECTION AGAINST WATER AND STORM	4.21
MISTAKES OF CONTRACTOR	4.22
RIGHT TO MATERIALS	4.23

<u>TITLE</u>	<u>ARTICLE</u>
CHANGES	4.24
EXTRA WORK	4.25
CHANGES NOT TO AFFECT BONDS	4.26
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This agreement, herein referred to as the "Agreement", executed this _____ day of _____ in the year Two Thousand Sixteen, 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 of 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 26.

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 26.

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 26**, 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 27**. 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 28, 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

RFB #7206

BYRAM PARK POOL REPLACEMENT

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 Town of Greenwich will pre-file for the building permit and pay the fee. The permit will be transferred to the Contractor awarded this contract at no cost. The Contractor will coordinate with his subcontractors to obtain all other permits required by code such as plumbing, heating, electrical, etc. at no cost to the Contractor. The Contractor will be responsible for any filing and fees required by the Greenwich Sewer Department for the connection to the sanitary sewer and the Greenwich Highway Department for all road opening permits.

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's 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 be payable hereunder so much thereof as the Town may deem necessary to complete the work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder. 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:

GO 110

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 BYRAM PARK POOL REPLACEMENT
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 _____

NOTARY PUBLIC

(SIGNATURE OF PERSON
AUTHORIZED TO SIGN)

(TYPE OR PRINT NAME OF PERSON
AUTHORIZED TO SIGN)

GO 102

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 contract as such, shall have any interest herein or rights hereunder, no claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, 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 49-41a 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.

RFB #7206 BYRAM PARK POOL REPLACEMENT
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

<u>TITLE</u>	<u>ARTICLE</u>
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
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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 were 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 prisms 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 SN 2012(2) –(pp. 57-61)**
- 2. Form AU-964 – Surety Bond and Release (pp. 62-63)**



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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form AU-964 Surety Bond and Release

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

Part I: Nonresident Prime or General Contractor Information		
Name	Connecticut Tax Registration No.	
Address (Street or PO Box, City, State, and ZIP Code)		
Part II: Customer of Nonresident Prime or General Contractor (owner, lessee, or other person having authority to enter into a contract)		
Name	Address (Street or PO Box, City, State, and ZIP Code)	
Part III: Surety Company Information		
Name	Bond No.	Bond Amount, 5% of Total Contract Price
Address (Street or PO Box, City, State, and ZIP Code)		
Part IV: Project Information <input type="checkbox"/> Check if this bond is for a change order.		
Physical Location of Project (Street, City or Town)		Name of Project
Commencement Date	Completion Date	Total Contract Price not to be less than \$250,000
<p>Conditions of the obligation for the project detailed above:</p> <ul style="list-style-type: none"> • The nonresident prime or general contractor has entered into a contract related to real property at a Connecticut location for a contract price of \$250,000 or more. • The nonresident prime or general contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid. • If the nonresident prime or general contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise the obligation remains in full force. • This bond jointly and severally binds the nonresident prime or general contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation. 		
<p>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.</p>		
Print Name		Title
Authorized Signature		Date
<p>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.</p>		
Print Name		Title
Authorized Signature		Date
~~ For DRS Use Only ~~		
<p>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.</p>		
Print Name		Title
Authorized Signature		Date
Stamp:		

Instructions

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

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

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

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

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

SECTION 8

**STATE OF CONNECTICUT
MINIMUM PREVAILING WAGES
(pp. 65-98)**

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): _____

Project: Byram Park Pool Replacement

**Minimum Rates and Classifications
for Heavy/Highway Construction**

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

ID#: H 21640

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

Project Number:

Project Town: Greenwich

FAP Number:

State Number:

Project: Byram Park Pool Replacement

CLASSIFICATION

Hourly Rate

Benefits

01) 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 5 and 7**

1) Boilermaker

33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

32.50

28.34

2) Carpenters, Piledrivermen

31.45

23.54

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

2a) Diver Tenders	31.45	23.54
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3) Divers	39.91	23.54
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03a) Millwrights	31.84	23.99
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.95	19.35
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4a) Painters: Brush and Roller	31.52	19.35
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4b) Painters: Spray Only	34.52	19.35
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4c) Painters: Steel Only	33.02	18.55
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As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

4d) Painters: Blast and Spray	34.52	19.35
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4e) Painters: Tanks, Tower and Swing	33.52	19.35
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	34.50	28.78
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	31.09 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (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)	40.62	28.91
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---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	27.85	18.30
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As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.10	18.30
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10) Group 3: Pipelayers	28.35	18.30
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	28.35	18.30
<hr/>		
12) Group 5: Toxic waste removal (non-mechanical systems)	29.85	18.30
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13) Group 6: Blasters	29.60	18.30
<hr/>		
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	28.85	18.30
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Group 8: Traffic control signalmen	16.00	18.30
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As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

Group 9: Hydraulic Drills 28.60 18.30

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men,
Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable
Tenders 32.22 18.30 + a

13b) Brakemen, Trackmen 31.28 18.30 + a

---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers 31.28 18.30 + a

15) Form Erectors 31.60 18.30 + a

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.30 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	18.30 + a
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18) Miners	32.22	18.30 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	18.30 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.30 + a
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As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 36.41 18.30 + a

21) Mucking Machine Operator 39.11 18.30 + a

---TRUCK DRIVERS---(*see note below)

Two axle trucks 28.58 20.24 + a

Three axle trucks; two axle ready mix 28.68 20.24 + a

Three axle ready mix 28.73 20.24 + a

Four axle trucks, heavy duty trailer (up to 40 tons) 28.78 20.24 + a

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

Four axle ready-mix	28.83	20.24 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.03	20.24 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.83	20.24 + a
<hr/>		
----POWER EQUIPMENT OPERATORS----		
<hr/>		
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. & Over, Tunnel Boring Machines. (Trade License Required)	37.55	23.05 + a
<hr/>		
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	37.23	23.05 + a
<hr/>		
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; 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)	36.49	23.05 + a
<hr/>		

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 36.10 23.05 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; 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) 35.51 23.05 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 35.51 23.05 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 35.20 23.05 + 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 Mandrel). 34.86 23.05 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 34.46 23.05 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 34.03 23.05 + a

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.99 23.05 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 31.99 23.05 + a

Group 12: Wellpoint Operator. 31.93 23.05 + a

Group 13: Compressor Battery Operator. 31.35 23.05 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 30.21 23.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.80 23.05 + a

Group 16: Maintenance Engineer/Oiler 29.15 23.05 + a

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	31.04	23.05 + a
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**NOTE: SEE BELOW

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
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21) Heavy Equipment Operator	40.89	6.25%+17.18
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
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As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

23) Driver Groundmen 24.99 6.25%+10.87

23a) Truck Driver 34.07 6.25%+15.41

---LINE CONSTRUCTION---

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men 41.22 6.5% + 12.20

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$2.00 premium in addition to the hourly wage rate and benefit contributions:

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

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

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~

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.

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

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

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

As of: Tuesday, February 02, 2016

Project: Byram Park Pool Replacement

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

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

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

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

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

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

As of: Tuesday, February 02, 2016

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 ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

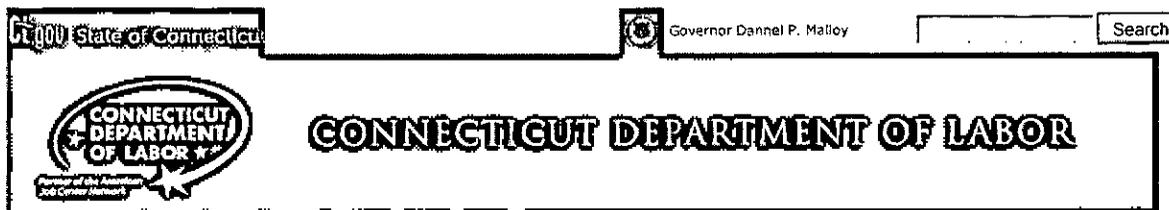
To: All State and Political Subdivisions, Their Agents, and Contractors

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

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

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

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



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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, RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

- **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc. of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

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

- Truck drivers are covered for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

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

- Truck Drivers are not covered in the following instances:

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

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

For example:

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

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

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.

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

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

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12/9/2013
WWS-CPI

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER ____ OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____.

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

Section A:

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such 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.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109												
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL												
CONTRACTOR NAME AND ADDRESS: London Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09												
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
		PERSON/WORKER ADDRESS and SECTION	APPR RATE %	MALIB FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE									Total D/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	Per Hour 1 through 6 (see back)			FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER
1	9/26/09	DOT 105-296, Route 82																					
				Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							Total D/T Hours	S-TIME 40 Base Rate	O-TIME Cash Fringe	GROSS PAY	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
S	M	T	W		TH	F	S	20	21	22	23											24	25
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8			8	40	\$ 30.75	\$ 8.82	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	85%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8	8			8	40	\$ 19.99	\$ 16.63	\$1,464.80	xxx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION 8		M/H	Project Manager			8							8	8	\$	\$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xxx	\$1,500.00	#125 xxx.xx

SAMPLE

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OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

SAMPLE

*FRINGE BENEFITS EXPLANATION (F):

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)

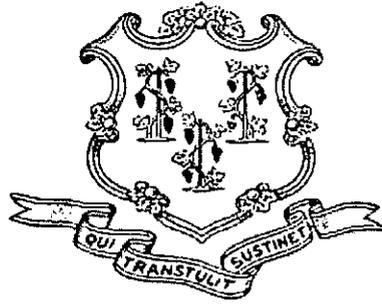
Section B: Applies to CONNDOT Projects ONLY

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-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

SECTION 9

GENERAL SPECIFICATIONS

TOWN OF GREENWICH, CT
REQUEST FOR BID #7206 DEADLINE: 3/08/16 AT 3:00 PM
BYRAM PARK POOL REPLACEMENT

GENERAL SPECIFICATIONS

The Town of Greenwich, CT is contracting for the construction of a public swimming pool complex in Byram Park located at 1 Ritch Avenue, Greenwich, CT.

This project will be “turnkey”, with the Contractor assuming all responsibilities for the installation of three (3) new pools and filtering equipment, pool building, filter building, entrance building, retaining wall, landscaping, parking lot expansion and demolition of existing structures. The detailed work scope is defined by this outline and the attached Technical Specifications and the following drawings listed as prepared by Weston & Sampson.

The term Contractor and or General Contractor is the same. The term Contractor covers all related work including that of sub-contractors hired by the Contractor to perform work. The Pool Contractor is a sub-contractor to the Contractor hired specifically take responsibility of the pool and filter construction and installation.

Scope of Work

The contractor shall provide all of the labor, equipment, materials, and expertise to successfully perform the entire scope of work. The scope of work is specified within the RFB and General Specifications section; the Technical Specification Book; and the Drawings that are listed below. Future addenda may also modify or add to the definition of the scope of work.

<u>Drawing #</u>	<u>Drawing Name</u>
Cover Sheet	
G1.00	Abbreviations, Notes, and Legend
G1.01	Additional Notes
C1.00	Existing Conditions Plan
C1.01	Demolition Plan
C2.00	Overall Site Plan
C2.01	Low Impact Development Plan
C3.00	Site Layout Plan-South
C3.01	Site Layout Plan-North
C3.02	Parking Lot Centerline Profile
C3.03	Parking Lot Baseline Geometry and Curb Radius Schedule
C4.00	Grading and Drainage Plan-South
C4.01	Grading and Drainage Plan-North
C4.01A	Maintenance Road Drainage Improvement Plan
C5.00	Erosion and Sedimentation Control Plan
C6.00	Utility Plan-South
C6.01	Utility Plan-North
C6.02	Utility Profile-North

D1.00	Erosion & Sediment Control Details
D1.01	Sanitary Details
D1.02	Water Details
D1.03	Drainage Details
D1.04	Drainage Details
D1.05	Parking Area Details
D1.06	Miscellaneous Details
D1.07	Miscellaneous Details
L2.00	Landscape/Hardscape Plan-South
L2.01	Landscape/Hardscape Plan-North
L3.00	Hardscape & Amenities Plan-South
L4.00	Landscape & Hardscape Details
L4.01	Landscape & Hardscape Details 2
L4.02	Landscape & Hardscape Details 3
L4.03	Landscape & Hardscape Details 4
S0.00	General Notes
S0.01	Typical Details 1
S0.02	Typical Details 2
S1.00	Foundation Plan Main building
S1.01	Foundation Plan and Sections Filter Building and Entrance Building
S1.02	Foundation Sections and Details
S2.00	Slab Plan Main Building
S2.01	Slab Plan Filter Building and Entrance Building
S3.00	Roof Framing Plan Main Building
S3.01	Roof Plan Filter Building and Entrance Building
S3.02	Truss Elevations and Details
CS1.00	Structural Details
CS1.01	Structural Details
CS1.02	Structural Details
CS2.00	Structural Details
CS2.01	Structural Details
CS2.02	Entrance Wall Elevation, Section and Plan
CS2.03	Slab Plan
E1.00	Electrical Legend
E2.01	Electrical Site Plan
E2.02	Electrical Pool Bonding Plan
E3.00	Electrical Main Building Lighting Plan
E3.01	Electrical Main Building Power Plan
E3.02	Electrical Kitchen Power Plan
E3.03	Electrical Filter Building Plan
E4.00	Electrical One Line Diagram
E5.00	Electrical Schedules
E6.00	Electrical Details

M10.1	Process/Mechanical Schedules and Abbreviations
M10.2	Pumping Station Plan and Profile
M10.3	Mechanical Details
M10.4	Mechanical Details
H0.00	HVAC Legend
H1.01	HVAC Floor Plan
H2.01	HVAC Schedule
H3.01	HVAC Details
P0.00	Plumbing Legend & Schedule
P1.00	Plumbing Underslab Plan
P1.01	Plumbing Floor Plan
P2.01	Plumbing Details
P2.02	Plumbing Riser Diagrams
A0.00	Abbreviations, Legends, Note & Wall Types
A0.01	Exterior & Interior Building Signage
A0.02	Code & Life Safety Plan
A1.00	Overall Floor Plan – Main Building
A1.01	Overall Floor Plans – Entry Gate & Filter Building
A1.02	Overall Reflected Ceiling Plan - Main Building
A1.03	Overall Reflected Ceiling Plans – Entry Gate & Filter Building
A1.04	Overall Roof Plan – Main Building
A1.05	Overall Roof Plans – Entry Gate & Filter Building
A2.00	Exterior Elevations – Main Building
A2.00A	Exterior Elevations – Main Building - Alternate
A2.01	Exterior Elevations – Main Building
A2.01A	Exterior Elevations – Main Building - Alternate
A2.02	Exterior Elevation – Entry Gate
A2.03	Exterior Elevations – Filter Building
A2.03A	Exterior Elevations – Filter Building – Alternate
A3.00	Building Section – Main Building
A3.01	Building Section – Entry Gate & Filter Building
A5.00	Millwork Details
A5.01	Details
A6.00	Room Finish & Door Schedule and Door Details
A6.01	Window Schedule & Details
A6.02A	Miscellaneous Details - Alternate
A6.03	Louver Schedule & Details
A7.00	Plumbing Schedule and Bathroom Interior Elevations
A7.01	Large Scale Bathroom Floor Plans

SP1.0	Site Plan and Notes
SP2.0	Activity Pool Plan
SP2.1	Activity Pool Section
SP2.2	Activity Pool Details
SP2.4	Activity Pool Piping Schematic
SP2.5	Activity Pool Site Piping
SP3.0	Wading Pool Plan and Section
SP3.1	Wading Pool Details
SP3.2	Wading Pool Piping Schematic
SP3.3	Wading Pool Site Piping
SP4.0	Spray Deck Plan
SP4.1	Spray Deck Details
SP4.2	Spray Deck Piping Schematic
SP4.3	Spray Deck Site Piping
SP5.0	Filter Building
SP5.1	Mechanical Details
SP5.2	Mechanical Details 2

Drawing Package Adjustments

Since completing the drawings, the following adjustments have been made and the bidders are to take into account these requirements in their bid response.

1. Drawing M10.2 - The Contractor to include a removable gravity hoist and hoist mounting sleeve adjacent to 36"x 54" hatch to lift out pumps.
2. Drawing P2.01 - The Contractor is to replace the grease interceptor detail on drawing with a surface mounted "Big Dipper" type interceptor sized for the 3 bay sink. Contractor to perform all necessary plumbing and electrical connections for this unit.
3. Water Service –
 - a. The Contractor will include in the bid the requirement to construct a subterranean meter pit as required by Aquarion Water Company.
 - b. The contractor will include in the bid the cost to purchase and install a backflow preventor of the proper size for the pool building.
 - c. The contractor will provide in his bid individual curb box values for the cottage, filter building, pool building and irrigation system water lines.
4. Drawing C4.01A supersedes drainage and pavement design shown on drawing C4.01.

GENERAL CONDITIONS

8. The completed project will conform to all local and state building, health and fire codes.
9. The Town of Greenwich will pre-file for the building permit and pay the fee. The permit will be transferred to the Contractor awarded this contract at no cost. The Contractor will coordinate with his subcontractors to obtain all other permits required by code such as plumbing, heating, electrical, etc. at no cost to the Contractor. The Contractor will be responsible for any filing and fees required by the Greenwich Sewer Department for the connection to the sanitary sewer and the Greenwich Highway Department for all road opening permits.
10. The Contractor shall gain approval of Town Project Engineer for all purchased equipment specified through submittal process.
11. The Contractor shall submit (2) copies of all manufacturers' operational manuals for equipment used on this project's as built drawings.
12. The Contractor is responsible for site security, properly posting the construction site and maintaining the necessary barricades around open excavations and dangerous conditions.
13. All excavated material that is not to be immediately reused shall be surrounded by silt fencing and covered by the Contractor. The Contractor shall maintain a clean site by not allowing debris to accumulate on site. See Special Note concerning soil conditions.
14. All work performed by the Contractor shall be completed in a workmanship like manner.
15. It is the Contractor's responsibility to verify site conditions and to perform all work in accordance with all applicable local and state codes and normal building practices. The Contractor is to perform all "Call Before You Dig" requirements before undertaking any work on this site.
16. It is the responsibility of the bidder to advise the Town of any item of concern in the construction of this building and any errors or omissions in the drawings or technical specifications prior to the bidding deadline.
17. The Contractor is responsible for coordinating the installation and placement of all building services and equipment with his subcontractors. This includes but not limited to electrical, plumbing, HVAC, etc.

POOL CONSTRUCTION, FILTER & EQUIPMENT INSTALLATION

As part of the requirements for this project, the General Contractor shall partner with a pool construction company that has experience in the construction of commercial and public swimming pools greater than 3,000 square feet.

The Pool Contractor will be responsible for the installation of the main pool, kiddy pool and splash pad along with all filtering equipment and devices as shown in the referenced drawings. Further all pool accessories necessary for operation and those others identified will be included.

The Pool Contractor must meet the following qualifications to be accepted:

1. Possess a valid Connecticut license for installation of swimming pools, SP1
2. Have at least 10 years of experience installing pools
3. Must have been in business during the past 10 years under the current company name
4. Must have recently constructed a minimum of 15 commercial pools
5. Must have constructed a minimum of 5 municipal/state pools; 2 of which must have been completed in the last 4 years

Installation of Pool System and Equipment: Pool equipment and system shall be installed by specialists experienced in swimming pool work and licensed or approved by manufacturer to ensure installation and performance in accordance with manufacturer's warranties and guarantees and the State of Connecticut.

IMPORTANT NOTES

Work Hours

The General Contractor and his sub-contractors will be subject to follow the Town Noise Ordinance which allows work to begin at 7 am weekdays and concludes by 5 pm. Saturday's the work day starts at 8pm and is to be concluded by 4 pm. Work on Sundays and holidays is prohibited.

Soil Conditions

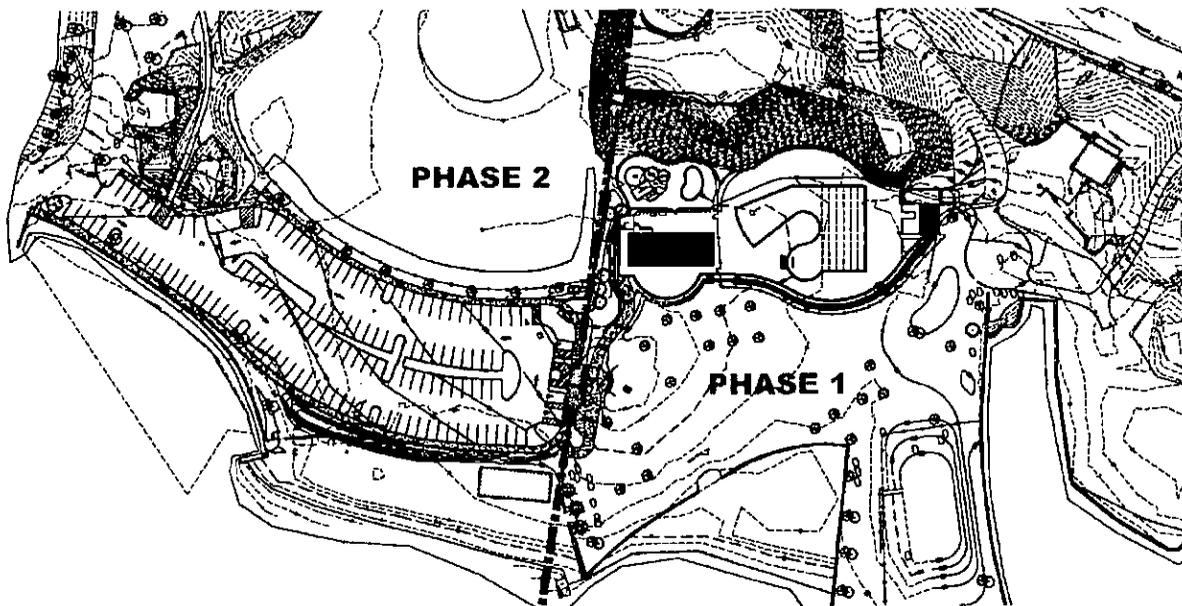
The area of the park that has been identified for construction of the new pool was found to contain arsenic levels above the residential standard. The Town has since remediated this area to an acceptable standard and the Contractor awarded this project can freely excavate as required. However, unit pricing for removal and disposal of additional arsenic contaminated soil has been included as a precaution in the event it is encountered. *See Heading on Replacement Soils*

Project Phasing

The Town intends to keep the beach and concession stand open during the summer of 2016. This will require the Contractor to initially phase the project and keep the parking lot open to the public during this period.

The first phase will require the Contractor to begin construction of the pool and major building portion of the project. (West of the stone wall.)

The second phase of the project primarily involves the construction of the parking lot, demolition of existing beach buildings, and elimination of the rock outcrop. (East of the stone wall.) The work to demolish the existing buildings and removal of the rock outcrop cannot begin until September 15, 2016. The Contractor can close the parking lot to perform the remainder of the work scope on October 20, 2016. (The parking lot must remain open for use by the Town through 10/20/2016.)



Protection of Existing Utilities

In conjunction with the above phasing plan, the General Contractor executing this project will also have to protect a number of the utilities that cut through the construction site. Many of the utility services that supply both the Foreman's Cottage and the beach buildings have service connections at the cottage entrance of Byram Park.

Water – The water line that supports the beach and concession is fed from the Cottage Entrance to the park and cuts across phase 1. This line cannot be severed until after September 15, 2016, when the beach area is closed for demolition. **IMPORTANT:** While the water connections for the Beach Restrooms and Concession can be cut after September 15, 2016, the water main also supplies the Foreman's Cottage and must continue to be protected. The General Contractor is required to maintain water service to the cottage until a cut over to the new service line can be arranged.

Sewer – The forced sewer main for the Park Foreman’s Cottage, Beach Restrooms and Concession also lies across the phase 1 work area. **IMPORTANT:** While the sewer connections for the Beach Restrooms and Concession can be cut after September 15, 2016, the force main that connects the Foreman’s Cottage must continue to be protected. To eliminate this requirement, it is required that the contractor immediately focus on the construction of the new sewer lift station. Once operational, the Foreman’s Cottage will then be rerouted by the General Contractor to discharge through this new station. This will allow the existing force main to be removed with the demolition of the beach buildings after 9/15/2016. The General Contractor is to remove the existing E-1 pump station and all associated electronics and turn over to the Town.

Natural Gas – A new natural gas service line will be part of the construction work scope but the Foreman’s Cottage is connected to the existing line to provide heat. The Contractor is required to maintain gas service to the cottage until a cut over to the new service line can be arranged by the Contractor.

Park Foreman Cottage

The Park Foreman’s Cottage will be occupied during this construction by a Town employee. The General Contractor awarded this contract must maintain all utility services to the cottage during construction.

To facilitate this requirement, the Town will be opening an alternate exit for the Foreman to access the cottage. This will allow the General Contractor to perform the necessary utility work and excavation without impeding the Foreman’s access to the cottage.

Contractor Access to the Work Site

The General Contractor and his sub-contractors will be permitted to use the main park gate on Ritch Avenue and access the work site through the beach parking lot and through the stone wall into the phase 1 work area.

The General Contractor is to be aware that he will be sharing that access with public parking for the summer of 2016. The Contractor will maintain a traction pad initially at the opening into phase 1 and will install an additional traction when the parking lot closes in October 2016.

The General Contractor will have full access through the current Cottage entrance off Ritch Ave.

Site Security

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

Building Demolition / Asbestos Abatement

As part of this work scope, the General Contractor will be demolishing the existing stone restroom, concession, locker and lifeguard building.

- a. The Contractor will be responsible for the removal and disposal of all remaining contents in all buildings.
- b. 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.
- c. All the buildings will be completely removed including all foundations.
- d. The Town of Greenwich has pre-tested the existing buildings for the presence of Asbestos. The tests results found **NO** presence of asbestos containing materials.
- e. 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 is required to proceed with the demolition.

Utility Service Notes for Demolition:

Sewer: The buildings being demolished are connected to the force main that is to be protected in phase 1. With the beach now closed and the Caretaker's Cottage discharging through the new sewer lift station, the force main can be abandoned. After September 15, 2016, the need for sewer is eliminated. (As long as the new lift station for the Caretaker's House is operational.)

With this abandonment the existing lift station on the beach is to be removed. The General Contractor is to remove the existing pump station and all associated electronics and turn over to the Town.

Also at this time, the force main pipe where it discharges into the gravity manhole is to be properly cut and capped. The General Contractor will need to file and receive an approved Sewer Disconnect Permit prior to performing work.

Water: The water service for the above buildings is connected to the water feed protected in phase 1. With the beach now closed, the existing line can be shut off and abandoned. After September 15, 2016, the need for water is eliminated.

Reference: Section titled **Protection of Existing Utilities above.**

Natural Gas: There is no natural gas service to these buildings.

Propane: There is a propane tank and underground piping that serves the concession stand. The General Contractor will coordinate the removal of this tank with the Town Project Engineer. He will further properly vent the piping prior to removing. After the concession is closed on September 15, 2016, the need for propane is eliminated.

Electric: There are two separate metered services to these buildings. Both are fed from pedestal mounted meters by a ground mounted transformer by the main park entrance road. The conduit runs along the outfield warning track of the ball field and cuts across the parking lot in front of the stone restroom. FEED A: Enters the restroom and then is fed to the lifeguard and locker building through the concession building. FEED B: Bypasses the restroom building and terminates in the concession building. After October 20, 2016, the need for electric is eliminated.

Telephone/Internet: A single underground conduit feeds the telephone and internet wire to the beach lifeguard building from the main park gate. This conduit cuts across the parking lot from the ball field fence at center field and enters the Concession building. After September 15, 2016, the need for this service is eliminated.

Rock Outcrop Removal/Beach Restoration

As identified on the referenced drawings, the General Contractor is to remove the rock outcropping to expand the parking lot. This work can begin after September 15, 2016. Rock material can be crushed on site and used for this project only.

Also as identified on the referenced drawings, the General Contractor is responsible for the restoration of the sand beach and installation of a new sand dune with plantings and fencing.

Replacement Soils

The general contractor is to use the following specification for replacing excavated soils or for backfill requirements.

Backfill, Free Draining and Loam Soil Standards

All the above identified soils that are to be used on the project shall meet the standards set forth in the CT Department of Energy & Environmental Protection Remediation Standards Regulations for soils to be used in Residential settings. Soils proposed for use shall be analyzed by a Connecticut Certified Laboratory at a rate of one sample per 1,000 cubic yards of material for EPA Method 8081B chlorinated pesticides, EPA Method 8082 PCBs, EPA Method 8270C SVOCs, EPA Method 8260C VOCs, EPA Method 6010 RCRA 8 metals, EPA Method 418.1 ETPH, grain size analysis, and total solids and results submitted prior to delivery of soils to the site. The Owner shall be provided access to source materials and shall be allowed to obtain independent samples to verify the nature of the soils to be provided. The Owner shall also randomly sample soils placed at the site, and if any soils do not meet the requirements set forth herein, the Contractor shall promptly remove the materials at their expense.

Grass Lawn

In areas where the grass lawn is to be reconstructed, the General Contractor will install 12" of new free draining material followed by 6" of new loam graded to meet the finish elevations. The 12" of free draining material is to be compacted by using a 5 ton roller over the surface. The 6" loam is to be compacted by use of a 250 pound hand roller. Completed landscaping shall be hydroseeded as soon as practicable, but shall not be left exposed for a period greater than 14 days. The Contractor shall grade to eliminate uneven areas and low spots and shall remove debris, roots, branches, and stones, in excess of 1/2 inch in size.

1. Free Draining Soil and Loam Specifications and Preparation

1. Free-Draining Materials: Free-draining material shall consist of sand, gravel, rock fragments, quarry run stone, or broken stone. This material, or the material from any one source of a mixture, shall not have more than 70 percent, by mass, passing the 425 µm mesh sieve and not more than 10 percent, by mass, passing the 75 µm mesh sieve. This material shall not contain reclaimed miscellaneous aggregate including asphalt cement concrete, brick, or other construction related materials.

2. Loam shall consist of the following:

	Minimum	Maximum
Material Passing 2.0 mm (#10) Sieve	95%	--
Clay	10%	25%
Silt	25%	60%
Sand & Gravel	25%	60%
Organic Matter	5%	15%
pH	6.0	7.1
Soluble Salts	--	0.15 siemens/m

1. Hydroseeding

Hydroseeding is to be accomplished within 14 days of the Contractor's stripping of a cell area. Dumping of oil, chemicals or other deleterious materials on the ground is forbidden. Maintenance of equipment at the site is prohibited. The Contractor may have to perform hydroseeding more than one time to meet the schedule of cell stripping and soil replacement. The Contractor is responsible for maintenance of newly landscaped areas to include repair of wash out and daily watering. The Contractor will be allowed to use the Town's water to perform this requirement at no charge.

- a. Hydroseeding equipment shall have a built in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing not less than 45 lbs. of organic mulching amendment plus fertilizer, chemical additives and solids for each 100 gallons of water.
- b. Cellulose Fiber Mulch shall be applied at a minimum rate of 1000 lbs. /acre.
- c. Fertilizers shall be 6-20-20 or 15-15-15 or approved equal applied at rate appropriate for product.
- d. Organic tackifier shall be applied at rate of 70 lbs. /acre.

- e. Hydroseed seed mix will include 60% rye and 40% Kentucky blue grass improved variation which shall be applied at lbs. /1000 sq. ft.
- f. Water all hydroseeding areas thoroughly to saturate upper layers of soil prior to the hydroseeding operation.
- g. Allow the planting area soil surface to dry out for one day only prior to the hydroseeding application. Exercise care not to allow the soil surface to be overly saturated with water prior to the hydroseeding installation. At the same time the soil surface should not become too dry during this period. There should be some residual moisture within the first 1/4 inch of the soil surface.
- h. Prior to starting the hydroseeding operation notify the Owner forty eight hours in advance to be present at start of hydroseeding.
- i. Apply the hydroseeding in the form of a slurry. When hydraulically sprayed onto the soil, the mulch shall form a blotter-like material. Direct the spray operation so that this procedure will drill and mix the slurry components into the soil, the slurry spray will also penetrate the soil surface, thus ensuring maximum impregnation and coverage.
- j. Do not contain the hydroseeding slurry components in the hydroseeding machine for more than two hours because of possible seed destruction. If slurry components are left for more than two hours in the machine, add 50% more of the originally specified seed mix to any slurry mixture which has not been applied within the two hours after mixing. Add 75% more of the original seed mix to any slurry mixture which has not been applied eight hours after mixing. All mixtures more than eight hours old must be disposed, off-site, at the Contractor's expense.
- k. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at once.
- l. The Contractor shall save all seed and fertilizer tags and fiber mulch bags for the Engineer to verify compliance with the drawings and specifications.
- m. Upon acceptance of hydroseeding operations, maintain all hydroseeding areas for a period of 90 calendar days as follows:
 - 1. Germination stage irrigation: Approximately 25 hours after hydroseeding the planting areas, initiate the watering sequence. Leave the water on long enough to moisten the soil thoroughly to the depth of the slurry mulch taking care not to supersaturate or wash away the slurry and seed. Perform frequent, light irrigation until the seed has germinated. Repair all seed washings and erosion.
 - 2. Establishment stage irrigation: After germination, reduce each watering. The specific watering program shall be approved by the Owner.
- n. Fertilization: Fertilize all hydroseed areas with an approved commercial fertilizer, 30 calendar days from the start of the maintenance period and continuing once every 60 calendar days until the completion of the 90 calendar day maintenance period.
- o. Weeding: All concentrated developments of weed growth appearing in the seed mix planting areas during the maintenance period shall be removed at two week intervals. The Contractor may elect to remove such concentrations of weeds manually but no herbicides will be allowed.

- p. Final acceptance may be given at the end of the 90 calendar day maintenance period if an acceptable germination of turf and adequate plant establishment has been obtained, as determined by the Owner. Final approval and acceptance will be given in writing by the Owner following a final acceptance inspection. The Owner reserves the option to extend the maintenance period to achieve complete germination of all turf or other plant materials with a uniform height, color and density throughout all hydroseeded areas.

Removal of Additional Arsenic Contaminated Soils

In the event that additional excavated soils contain arsenic levels higher than 22.5 mg/kg, the General Contractor will have to dispose of those soils at a regulated landfill that will accept this type of soil. Town will have its Environmental Consultant on-site to take samples when required.

The General Contractor will be responsible for all costs associated with on-site storage, loading, transportation, and disposal of all materials to be removed. The Contractor shall notify the Owner of the disposal location and provide documentation demonstrating that the receiving facility is permitted to receive these materials. Manifests and weigh tickets for all loads shall be provided to the Town's Environmental Consultant prior to final payment under this Contract.

The unit cost per ton will include all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to undertake the removal.

Waste Manifests and Shipping Documents

The General Contractor will be responsible for completing the waste manifests generated by this project and provide all necessary copies of disposal records to the Town's Environmental Consultant.

Waste Characteristics

The soil to be removed has been tested for the following items RCRA8 metals, VOCs, PCBs, PNAs and pesticides. Only arsenic contamination was found. The Town Environmental Consultant will provide the Contractor with waste characterization of soil when required.