



# TOWN OF HAMDEN

## CONNECTICUT

**TOWN OF HAMDEN  
INVITATION TO BID  
BID #2804  
RECREATIONAL IMPROVEMENTS  
RIDGE HILL ELEMENTARY SCHOOL  
HAMDEN, CT**

The Town of Hamden and Hamden Public Schools are soliciting competitive bids for improvements to the hardscape play areas at Ridge Hill Elementary School, 120 Carew Road, Hamden, CT 06517. The bidder shall follow the specifications for full compliance and accuracy.

Sealed proposals will be received at the Office of the Director of Finance until 11:00 A.M. on **June 7, 2016** at which time they will be publicly opened and read aloud. Bids received after the time set will be considered informal and will be rejected.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time.

The project is subject to prevailing wages provided in the specifications and all State of Connecticut labor laws. The project is also subject to applicable equal opportunity laws.

Specifications and forms on which bids must be submitted, may be obtained by downloading from [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=1](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1) or picked up from the Purchasing Office, 2750 Dixwell Avenue, Hamden, CT., between the hours of 8:30 A.M. and 4:30 P.M., Tel (203) 287-7110. **A non-refundable fee of \$10.00 is required to pick up the specifications and Bid Documents from the Purchasing Office.**

The Town of Hamden reserves the right to accept or reject any or all options, bids, or proposals, to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE SITE,  
RIDGE HILL ELEMENTARY SCHOOL, 120 CAREW ROAD HAMDEN, CT AT 10:00 A.M. on  
May 24, 2016**

**Minority and Women-Owned firms are encouraged to submit bids.**

Philip W. Goodwin  
Purchasing Agent

# Ridge Hill Elementary School



## Recreational Improvements

### PROJECT MANUAL

MAY 2016

**Bid No. 2804**

Honorable Curt Balzano Leng, Mayor  
Jody Ian Goeler, Superintendent of Schools  
Mark W. Albanese, Director of Facilities

**BID No. 2804**

**RECREATIONAL IMPROVEMENTS  
RIDGE HILL ELEMENTARY  
120 Carew Road  
Hamden, CT 06517**

**TABLE OF CONTENTS**

1. Invitation to Bid
2. Special Conditions
3. Technical Specifications
4. Bid Forms
5. General Bid Specifications A & B
6. Prevailing Wages

**INDEX  
TECHNICAL SPECIFICATIONS**

<u>SECTION</u>	<u>ITEM</u>
20.00	Saw Cutting
20.08	Site Preparation & Demolition
22.71	Silt Fence
32.96	Transplanting Trees
40.07	Concrete Sidewalk
50.05	Fine Grade, Topsoil, Fertilize & Seed
50.07	Wood Fiber Safety Surface
50.15	Bituminous Concrete Surface
65.00	Rubber Curb
70.04	Ornamental fence
70.15	Exterior Bench



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**Phillip Goodwin, Purchasing Department**

## **SPECIAL CONDITIONS**

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**BID No.2804**

**RECREATIONAL IMPROVEMENTS  
RIDGE HILL ELEMENTARY  
120 Carew Road  
Hamden, CT 06517**

The Town of Hamden and Hamden Public Schools are soliciting competitive bids for improvements to the hardscape play areas at Ridge Hill Elementary School, 120 Carew Road, Hamden, CT 06517. The bidder shall follow the specifications for full compliance and accuracy.

### **LOCATION OF WORK:**

Work included in this Contract will be located along the south side of the Ridge Hill Elementary School located at 120 Carew Road, Hamden, CT

### **SCOPE OF WORK:**

The scope of work and specifications are detailed on the project drawings (C-100 and C-101). This project shall include, but not be limited to the following:

- Demolition and removal of existing sidewalks and selected areas of the existing hardscaping.
- Removal of five wood benches.
- Removal of timber curbing around the playscapes and installing a new rubber curb.
- Relocation of two (2) trees, location TBD.
- Installation of new concrete walkways
- Installation of two, bituminous concrete (Class 12) hardscape areas, totaling approximately 5,800 SF
- Furnish and install five (5) new benches
- Furnish and install new (5) Ft. high ornamental fencing
- Minor grading and reseeding
- Contractor shall furnish and install all material and equipment shown, listed, or described on the Contract Drawings or in these Specifications, subject to qualifications, conditions, or exceptions as noted. Contractor shall also furnish all labor, equipment and tools necessary to complete the work.

### **BONDS:**

A bid bond shall accompany the bid submission. Please refer to the Town of Hamden's General Bid Specifications and Instructions to Bidders for the description of an acceptable bid surety.

## **GENERAL**

Except where the terms of this contract and these plans and specifications may alter them, the construction descriptions in the Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, as supplemented, shall apply and govern in the preparation, construction and installation of all appropriate requirements, details and materials. The term "specification" used hereinafter shall refer to said Form 816 unless otherwise noted.

### **STIPULATIONS:**

- A. The Contractor will bid unit prices for all work necessary for a complete job. Final measurement of units will be as completed on the project.
- B. It is the intention of the Town and the Board of Education to have this project completed by August 12, 2016. For this reason, the contractor shall indicate on his proposal the time required to complete the job from his receipt of the purchase order.
- C. Contractor shall furnish all material (except as noted), equipment, and labor to complete all phases of work.

Mobilization, demobilization, field engineering, saw cutting, testing, permits, as-built, field office, storage trailer, necessary conveniences, security and site restoration, etc. are items associated with the General Conditions of this contract and are not to be considered a bid item.

### **NO SEPARATE PAYMENT FOR THIS WORK.**

The Contractor will be required to coordinate all work with the Town of Hamden and the Hamden Board of Education.

All areas used for access or storage will be repaired or replaced in kind at completion of the project.

### **USEFUL MATERIAL TO BE SAVED**

Native materials found during the work and suitable for any special use shall be stockpiled, contained and reused for that purpose.

### **DEFECTIVE MATERIALS**

No defective or damaged material shall be used in the work. Materials that may at any time be rejected shall be at once set aside and promptly removed from the work area. Failure of the Contractor to remove promptly as directed by the Engineer shall be sufficient cause for the Engineer to invoke the provisions of General Conditions of this contract.

All debris shall be removed from the site and properly disposed of at no additional expense to the owner. As this is an active school site, debris shall be removed on a daily basis.

### **SURPLUS LANDSCAPE TIMBERS**

All surplus landscape timbers determined by the Engineer to be reusable, but not required for use within the limits of work, shall remain the property of the Town.

All such landscape timbers shall be transferred to the Town owned property located at 1125 Shepard Avenue, Hamden CT 06517.

All costs involved in the removal, hauling and stacking of the landscape timbers shall be considered to be included in the various Contract Unit Prices, and no separate payment will be made for any work involved in this section.

The determination of whether or not surplus landscape timbers are suitable rests solely and exclusively with the Engineer.

### **NECESSARY CONVENIENCES:**

The Contractor shall construct necessary conveniences for the use of laborers on the work, properly secluded from public observation, wherever needed.

### **SECURITY**

The Contractor shall be required to secure the area during off-hours. The Contractor will protect all vehicles and/or equipment and materials stored on site from vandalism and damage.

### **SEQUENCE OF WORK**

The Contractor shall be responsible for full coordination of the work, sequence shall be developed in such a manner as to maintain access to the properties at all times.

### **WORK HOURS**

Where referred to herein, "Authorized Work Hours" are to be 7:30 am. to 6:00 pm., Monday through Friday only. Powered equipment may not exceed 85 dBA or be used before 8:30 am. At no time shall work occur on any portion of this project without prior written approval from the Town for work outside Authorized Work Hours.

All trenches and excavation must be either backfilled or covered with steel plate, all public rights-of-way clean of debris, material, equipment, supplies, etc. And all parking areas must be fully open to traffic by 6:00 pm. It is the Contractor's responsibility to notify the Town immediately, should conditions require the delay of opening the parking areas after 6:00 pm

### **EXISTING SURFACE FEATURES**

Any existing surface feature schedule to remain which is removed or damaged due to any of the Contractor's operations, shall be replaced by the Contractor in kind and all costs involved in the work shall be included in the Contract unit prices and no additional costs shall be incurred for this work by the Town.

### **DAILY CLEAN UP**

The Contractor shall at the end of each workday, keep the project area clean, and free from debris, excavation materials, or any other items considered as trash. These items shall be disposed of daily in a legal manner at an approved dump site. No extra payment shall be made for any work involved in this section.

SC-3

## **TECHNICAL SPECIFICATIONS**

**SECTION 20.00**  
**SAW CUTTING**

20.00.1            DESCRIPTION

Under this item, the contractor shall saw cut existing bituminous concrete pavement, concrete pavement, bituminous concrete surface course, or bituminous concrete overlay on concrete pavement at the locations indicated on the plans or where directed by the Engineer.

20.00.2            MATERIALS

(Not Included)

20.00.3            CONSTRUCTION METHODS

Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, and to the required depth or as indicated on the plans and typical sections. A power saw approved by the Engineer shall be used for cutting bituminous concrete surface course, bituminous concrete overlay and concrete pavement. After the existing pavement surface has been saw cut through the required depth, the contractor may use pry bars, pneumatic tools or other methods approved by the Engineer, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain. Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired by him to the satisfaction of the Engineer at no additional cost to the Town.

20.00.4            METHOD OF MEASUREMENT

This item will not be measured for payment.

20.00.5            BASIS OF PAYMENT

The cost of Saw Cutting under this contract shall be included in the Contract Unit Price for other items of work.

## **SECTION 20.08**

### **SITE PREPARATION AND DEMOLITION**

#### 20.08.1 DESCRIPTION

- A. Dismantle and remove any items indicated on plans.
- B. Remove and disposal of existing in-ground features.
- C. Locate, mark, and protect existing underground utilities.

#### 20.08.2 MATERIALS

(Not Applicable)

#### 20.08.3 CONSTRUCTION METHODS

- A. Prevent damage to adjacent playscape, fences and plant materials, which are not scheduled for demolition.
- B. Conduct operations with minimum interference to the public.
- C. Maintain and protect egress and access at all times.
- D. Protect for refurbishment and reinstallation the following materials:
  - 1. Topsoil
- E. Leave site in clean condition.

#### 20.08.4 METHOD OF MEASUREMENT

This work will be measured for payment as lump sum for “Site Preparation and Demolition”

#### 20.08.5 BASIS OF PAYMENT

This item of work will be paid for at the lump sum price for “Site Preparation and Demolition” and all costs in connection therewith shall be included in the general cost of the contract.

**SECTION 22.71**  
**SILT FENCE**

22.71.1        DESCRIPTION

The work covered by this section consists of furnishing, installing, maintaining, and removing a water permeable filter type of fence for the purpose of removing suspended particles from the water passing through it. The quantity of silt fence to be installed will be affected by the actual conditions which occur during the construction of the project. The quantity of silt fence may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

22.71.2        MATERIALS

(A)    Posts:

Either wood posts or steel posts may be used. Wood posts shall be a minimum of 6 feet long, at least 2.5 inches in diameter, and straight enough to provide a fence without noticeable misalignment. Steel posts shall be at least 5 feet in length, approximately 1 3/8 inches wide measured parallel to the fence, and have a minimum weight of 1.33 lb. /ft. of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall have a means of retaining wire and fabric in the desired position without displacement.

(B)    Woven Wire Fence:

Wire fence shall be at least 32 inches high, and shall have at least 5 horizontal wires. Vertical wires shall be spaced 12 inches apart. The top and bottom wires shall be at least 10 gage. All other wires shall be at the least 12 1/2 gage.

(C)    Filter Fabric:

Filter fabric shall meet the requirements for Type 3, ASTM C4632 fabric, Class A.

(D)    Wire Staples:

Wire staples shall be a No. 9 staple and shall be at least 1 1/2 inches long.

22.71.3        CONSTRUCTION METHODS

The Contractor shall install silt fence at the locations shown on the plans and at other locations directed by the Engineer. Class B synthetic filter fabric may be used without the woven wire fence fabric backing, subject to the following conditions:

1. Post spacing is reduced to a maximum of 6 feet.
2. The proposed fabric has been approved by the Engineer as being suitable for use without The woven wire fence fabric backing.
3. Fence posts shall be inclined toward the runoff source at an angle of not more than 20 degree from vertical.

Posts shall be installed so that no more than 3 feet of the post shall protrude above the ground. Filter fabric shall be attached to the wire fence fabric by wire or other acceptable means. The filter fabric shall be installed in such a manner that a minimum overlap of 18 inches is provided at all splice joints.

At the time of installation, the fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

22.71.4            MAINTENANCE AND REMOVAL

The Contractor shall maintain the silt fence until the project is accepted or until the fence is removed, and shall remove and dispose of silt accumulations at the silt fence when so directed by the Engineer. Filter fabric shall be removed and replaced whenever it has deteriorated or clogged to such extent that it reduces the effectiveness of the silt fence.

Silt fence shall remain in place unless the Engineer directs that it be removed. Silt fence which has been removed will remain the property of the Contractor and may be used at other locations provided it is in a condition acceptable to the Engineer. Upon removal of the silt fence, the Contractor shall dress the area to give a pleasing appearance, and shall seed and mulch the area.

22.71.5            METHOD OF MEASUREMENT

The quantity of silt fence, measured as provided will be paid for at the contract unit price per linear foot for "Silt Fence".

    No separate payment will be made for the removal and disposal of silt accumulations.

    No separate payment will be made for seeding and mulching.

The prices and payments will be full compensation for all work covered by this section, including but not limited to furnishing all fence posts, fence fabric, filter fabric, hardware, and other material; installing and maintaining the silt fence; removal and disposal of silt accumulations from the silt fence; removal of the silt fence; and dressing, seeding, and mulching the disturbed area after the silt fence has been removed.

22.71.6            BASIS OF PAYMENT

Payment will be made under:

Silt Fence .....Linear Foot

**SECTION 32.96**  
**TREE TRANSPLANTING**

32.96.1      DESCRIPTION

Drawings and conditions of the contract, apply to the work specified in this Section.

Scope of work includes, but is not limited to;

Transplanting of trees in conflict with proposed paving areas, pathways, and structures, as identified in the Drawings or as directed by the Town Arborist.

Maintenance of transplanted trees includes pruning of roots and tree limbs of transplanted trees as required. The services of an ISA-certified arborist, at no extra cost are recommended.

Contractor shall obtain all permits required, including Tree Removal Permit from applicable agencies, necessary to accomplish the work.

Contractor shall be responsible for performing work in accordance with applicable regulations, ordinances and code requirements from the Town, State and/or Federal agency having jurisdiction over any portion of the work. Any permit costs associated with the relocation of trees shall be borne by the Contractor.

32.96.2      MATERIALS

Plant material will include all trees with calipers as identified on the drawings. Existing and proposed locations of transplanted material is shown on the drawings.

Furnish and install tree protection fence, staking & guying as directed by the Architect.

32.96.3      CONSTRUCTION METHODS

Relocation operations shall be conducted with any equipment and by the means suitable for the intended task, so long as the safety and health of the tree to be re-located is assured.

The final location of all transplanted material shall be determined by the Architect on site. Should a conflict arise with the general location as shown by drawings, the Architect's selected location shall prevail.

Prune only dead or severely injured branches or roots under direction of the Architect. All pruning of roots and branches shall follow good horticultural practices to preserve natural character of the tree. Pruning shall be done with clean sharp tools. Do not prune to compensate for root loss. Do not paint wounds. Trees should be pruned following the ANSI A-300 pruning standards.

All trees and shall be root pruned as follows unless otherwise specified by the Architect

1 All trees with a diameter at breast height (DBH) less than 18" in diameter to be transplanted shall be root pruned at least 45 days prior to actual relocation.

2 All trees with a DBH greater than 18” in diameter to be transplanted shall be root pruned at least 90 days prior to relocation on two opposing sides (i.e. north-south) and 45 days later on the two remaining sides.

In order to minimize conflicts in the execution of work, the Contractor shall follow the following planting sequence, after designation of trees to be relocated.

Determine those trees to be moved to the on-site holding area or final planting location as directed by the Architect.

Relocate to holding area or final location as directed by the Architect, maintain according to the specifications.

Transplant all trees from holding area to final location as shown on the drawings or as determined by the Architect.

Apply mulch layer on planting pit and irrigation per watering requirements.

Water shall be furnished to the holding area immediately upon the placement of trees in the holding area, and be applied in a means as approved by the Architect.

All trees and shall be staked with anchor straps and fertilizer apply granular at manufacturer's recommended rate.

#### 32.96.4 METHOD OF MEASUREMENT

The trees to be measured shall be the actual number transplanted at the locations called for on the Contract Drawings or as directed by the Architect complying with these specifications.

#### 32.96.5 BASIS OF PAYMENT

Payments for the trees will be at the Contract Unit Price for “TREE TRANSPLANTING”. Payment will include the cost of all materials, labor, equipment’s, excavation, backfill and all other work incidental to the transplanting of trees.

END OF SECTION

## SECTION 40.07 CONCRETE SIDEWALKS

### 40.07.1 DESCRIPTION

This item shall consist of concrete sidewalks, either replacement or new constructed on a gravel base in the locations and to the dimensions and details as shown on the Contract Plans or as directed by the Engineer in accordance with these Specifications.

### 40.07.2 MATERIALS

Concrete - shall be concrete Class "C" AE shall conform to the Town of Hamden Standards and CONN-DOT Specifications, Form 816.

Bituminous joint filler shall conform to the Town of Hamden Standards and CONN-DOT Specifications, Form 816, 2004.

### 40.07.3 CONSTRUCTION METHODS

Where the sidewalk is removed or disturbed, that portion of said sidewalk removed or disturbed shall be replaced. Such replacement shall match the existing sidewalk including the base as nearly as is practicable.

When ordered by the Engineer existing sidewalk pavements that are to remain shall be cut with a masonry saw along the lines of the limits of sidewalk pavement that is to be removed and replaced at no additional expense. Excavation shall include the removal of any existing sidewalk and shall be made to the required depth below the finished grade as shown on the Plans. All soft and yielding material shall be removed and replaced with suitable material properly compacted.

The gravel base shall be placed in layers not to exceed 6 inches in depth. After compaction the surface shall be the specified depth below the finished grade of the walk. The base shall be wetted and rolled or tamped after spreading each layer.

Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. If wood, they shall be of 2 inch surfaced plank except that at sharp curves thinner material may be used. If of metal, they shall be of approved section and shall have a flat surface on the top. The base of metal forms shall be 2/3 the height. Forms shall be of a depth equal to the depth of the sidewalk. Forms shall be securely staked, braced and held to the required line and grade. They shall be sufficiently tight to prevent leakage of mortar. All forms shall be clean and oiled before concrete is placed. Suitable forms shall be used at the end of all walks and at the end of each day's pour. Forms shall not be removed until the concrete has had at least 12 hours to set.

The surface of the concrete shall be finished with a wood float. The outside edges and all joints shall be edged with a ¼" radius edging tool. Slabs shall be divided into two or more sections by forming dummy joints with a jointing tool, to a proper condition and frequently renewed to insure a minimum depth of 3/8" at all times.

Expansion joints shall be placed as shown on the Plans or as directed.

The sides of the walk shall be backfilled with suitable material compacted and finished flush with the top of the walk.

It shall be the Contractor's responsibility to see that all existing street signs, parking signs, curb boxes and parking meters are protected during construction and replaced at their original location, unless otherwise directed. Curb box shall be reset to the new sidewalk grade.

Concrete shall be cured in accordance with the following requirements:

2. Under Normal Weather Conditions: the contractor shall have the option upon approval of the Engineer of using any of the following methods:

2. Moist Curing: Immediately after finishing, the concrete surface shall be protected by careful covering with moist cotton mats. The mats shall be kept saturated for a period of 7 days.

b. Cover Sheet Curing: As soon as practicable after finishing the concrete surface, waterproof paper or white polyethylene sheeting shall be carefully placed so that adjoining sheets shall overlap at least 12 inches, and the lap shall be securely weighted down to form a closed joint. Upon removal of the forms, the exposed edges shall be completely covered. Cover sheets shall remain in place for a period of 7 days. Reused cover sheets shall be in good condition in the opinion of the Engineer. If hair checking develops before the cover sheets can be placed, moist curing mats shall be used for the initial 24 hours of the curing period, and cover sheets placed for the remaining 6 days.

C. Liquid Membrane-Forming Compound: Compound shall be applied immediately following the disappearance of water sheen following final finishing and before any marked dehydration of the concrete or surface checking occurs. The compound shall be applied by an approved pressure sprayer provided with an agitator device to prevent settlement.

The compound shall be applied in a continuous, uniform film at not less than one gallon per 200 square feet.

If the forms are removed before the 7 days curing period, the exposed sides shall be pointed, cleaned and covered with the compound.

Treated areas that become damaged by rain or wear shall be retreated to the original requirements.

2. Cold Weather Protection: When the Engineer directs the Contractor to provide protection against low temperatures during the curing period, the Contractor shall use one of the above curing methods and in addition, shall place a layer of hay or straw 8 inches thick over the entire surface upon which shall be placed another layer of mats or cover sheets. The edges of the covers shall be firmly fastened in place. This protective covering shall be maintained in good condition by the Contractor for a minimum of 7 days or for such time as the Engineer may direct.

3. 40.07.4            METHOD OF MEASUREMENT

This work will be measured for payment as concrete sidewalk and will be measured by the Engineer for the actual number of square foot for both the (5") and (8") sections completed and accepted.

4. 40.07.5            BASIS OF PAYMENT

Concrete sidewalk will be paid for at the contract unit price, per square foot, for "Concrete Sidewalk", complete in place, which price shall include all excavation below the finished grade of the sidewalk, backfilling, disposal of surplus material, gravel base, equipment, tools, materials and labor incidental thereto.

*a. Note to Contractor*

The Engineer may order the use of Type III High Early Strength cement in place of Type IIa. The use of High Early cement shall be at no additional expense to the Town of Hamden.

**SECTION 50.05**  
**FINE GRADING AND SEEDING**

50.05.1 DESCRIPTION

This work shall consist of fine grading, seeding and maintaining disturbed construction areas as indicated on the Contract Drawings.

50.05.2 MATERIALS

1. Lime - Ground limestone, 95% of which shall pass 100 mesh screen. Sufficient lime shall be used to raise the pH of the soil to at least 7 for areas receiving crown vetch.

2. Fertilizer - Fertilizer shall be a complete fertilizer, at least 25% of the nitrogen of which is derived from natural organic sources. It shall be of a 1:2:2 ratio using a minimum analysis of 5-10-10 for grass and 10-10-10 for crown vetch.

Fertilizer, unless otherwise specified shall be delivered mixed as specified, in standard size, unopened containers, showing weight, analysis and name of manufacturer. It shall be stored in a weather proof storage place and in such a manner that it will be kept dry and its effectiveness not impaired. If and when bulk delivery and spreading of fertilizer is authorized, the Contractor shall provide the Engineer with a notarized written affidavit certifying its weight and analysis.

3. Innoculant for crown vetch shall be fresh. Expired innoculant will not be allowed.

4. Seed - Grass seed shall be fresh, clean, new crop seed composed of the following varieties mixed in the proportions by weight shown and testing the minimum percentages of purity and germination:

**GRASS SEED MIXTURE RATE CHART**

General All Purpose

Bio filter

% By Weight

% By Weight

Perennial Rye	25%
Kentucky Blue	25%
Creeping Red or Penn lawn Fescue	50%
Red Top	5%
Landino Clover	5%

Creeping Red Fescue	50%
K-31 Tall Fescue	30%
Annual Ryegrass	10%

Rate - 4 pounds per 1000 sq. ft.

Purity and Germination: Bags must contain dealer's guaranteed statement of composition of mixture and percentages of purity and germination. Seed shall be delivered in unopened bags with label attached.

Crab grass preventative, broad leaf weed control, and insect control materials shall be the types currently accepted and considered to be proper for Golf Course management.

#### 50.05.3 CONSTRUCTION METHODS

Prior to the commencement of the seeding operation a site inspection shall be made by the Engineer and the General Contractor and Landscape Contractor, if not the same Contractor. A letter of acceptance of the site shall be received by the Contractor prior to commencement of the seeding operation. Seeding shall be done between April and June 1 or August 15 and October 15 except as otherwise authorized by the Engineer.

Topsoil shall be loosened by scarifier or other disking method to a depth of four (4) inches to obtain a friable soil. Fine grade to a smooth, even surface free of lumps and hollows by grader or approved leveling device. All stones and debris one (1) inch or more in greatest dimension shall be removed by hand, rake or approved mechanical means.

Seed, lime and fertilizer shall be spread evenly by mechanical or hydraulic means and at the rate recommended by the manufacturer for each item or as directed by the Engineer.

#### 50.05.4 PROTECTION

1. Slopes - Area which will receive concentrated run off of water shall receive 5 ounces burlap or jute netting 5 feet wide, joints to overlap not less than one foot. Material shall be secured by means of peg or other approved methods. Alternate methods approved by the Engineer may be used.

2. Bank Areas or General Mulching - Bank areas with a 3 to 1 slope or greater shall receive mulch. Straw or hay (weed free in and unrotten condition) to be applied 1-1/2 to 2 tons per acre. Securing of mulch shall be at the Contractor's discretion as to method or need and shall be his responsibility. Wood fiber mulch may be used in place of hay or straw at the rate of 1400 pounds per acre applied hydraulically at the same time as the seed and fertilizer.

#### 50.05.5 MAINTENANCE

1. Maintenance of grass area shall consist of watering, application of broadleaf weed killer, two mowings, refertilizing and reseeding as necessary.

2. Watering - Suitable water shall be provided by the Contractor within the contract limit lines at his expense. The Contractor shall furnish adequate pumps and equipment.

3. Weed Killer - Broadleaf weed killer shall be applied at the proper time as designated by the Engineer. Selective broadleaf weed killer shall be applied as per manufacturer's recommendations and shall be approved by the Engineer. Application shall be by approved method. Extreme care shall be taken so that work is done on a windless day, so that no injury occurs to surrounding plant materials from drift.

4. Mowing - Mowing shall consist of two mowings. Mowers shall be set at 1-1/2 to 2 inches in height. In the event grass becomes too long and excessive grass clippings are present so as to cause damage to the lawn area, it shall be the Contractor's responsibility to remove all clippings. Lawn areas after 2 mowings shall be presented to the Owner in a condition so that they may be maintained with standard mowing equipment. The Owner shall begin maintenance after the second cutting, provided the grass area has been accepted as described herein.

5. Reseeding - Reseeding shall begin in any areas that do not show a satisfactory stand of grass after the 30 day maintenance and watering period has expired. Reseeding may be done after provisional acceptance or at the proper time of the year.

6. Refertilizing - Fertilizer shall be applied after the second mowing in accordance with the recommended rate or at any other time which the Engineer sees more advantageous.

7. Protection - Temporary protective barrier fences shall be supplied and erected by the Contractor to protect seeded areas as necessary or as directed by the Engineer.

#### 50.05.6 INSPECTION AND ACCEPTANCE

1. The Engineer shall inspect the grass areas upon notification or written request by the Contractor. The request shall be received five days before anticipated date of inspection. Inspection and acceptance of seeded areas may be requested and granted in part, provided the area for which acceptance is requested is relatively substantial in size and reasonably regular in shape with clearly definable boundaries. Upon acceptance of the work of Fine Grading and Seeding the Contractor shall be relieved of further responsibility for care or maintenance or guarantee of the accepted lawns.

2. The cost of replacement of grass area shall be borne by the Contractor except for loss or damage, due to the occupancy of the project in any part, neglect on the part of others, physical damage by animals, vehicles, fire, etc., or losses due to curtailment of water by local authority, or to "Acts of God". Floods, cyclones, winds of 60 miles per hour or more, heavy hail, exceptional or untimely freeze, exceptional drought are not normal and the damage they do cannot be calculated in a bid. The Owner, in all cases shall assume the risk of such "ACTS OF GOD".

#### 50.05.7 METHOD OF MEASUREMENT

This work will be measured for payment by the actual number of square yards of Fine Grading and Seeding, topsoil furnished and placed complete and accepted.

#### 50.05.8 BASIS OF PAYMENT

Payment shall be made at the contract unit price per square yards which price shall include all labor, materials, and equipment incidental thereto.

**SECTION 50.07**  
**WOOD FIBER SAFETY SURFACE**

50.07.1 DESCRIPTION

This item of work shall consist of the furnishing and installing of a layer of wood fiber safety surface with fabric on an existing subbase as detailed and located on the contract plans and in accordance with these specifications or as ordered by the Engineer.

50.07.2 SUBMITTALS

Provide manufacturer's literature and data.  
Provide written warranties for wood fiber safety surfacing.

50.07.3 MATERIALS

Wood fiber safety surface shall be Bulk Fibar - Engineered Wood Fiber System with FibarFelt lining as manufactured by Fibar Inc. and distributed by Peggy Payne and Associates, Inc., Hawthorne, N.Y. (800) 235-2440, or approved equal.

50.07.4 CONSTRUCTION METHODS

The existing wood fiber shall be raked back a minimum of 3 feet from the perimeter, allowing for the removal of the existing timbers. The replacement timbers shall be installed in accordance with Section 32.96 Timber Curb. Verify that the subbase is compacted, smooth and free of irregularities or depressions. Install the engineered wood fiber lining as recommended by the manufacturer.

Mix and grade the existing wood fiber with the new engineered wood fiber so that the material is uniformly distributed throughout designated areas and until the finish grade is attained.

50.07.5 METHOD OF MEASUREMENT

This item will be measured for payment by the actual number of cubic yards of wood fiber safety surface installed and accepted by the Engineer.

50.07.6 BASIS OF PAYMENT

This work will be paid for at the contract unit price per cubic yard of wood fiber safety surface installed, which price shall include the cost of all material, tools, equipment and labor incidental to the wood fiber safety surface installed.

**SECTION 50.15**  
**BITUMINOUS CONCRETE SURFACE**

50.15.1      DESCRIPTION

Bituminous concrete surface shall be constructed in the locations and to the dimensions and details shown on the Contract Drawings. Bituminous concrete surface shall be constructed to replace bituminous concrete surface damaged or as directed by the Engineer.

50.15.2      MATERIALS

1.      Processed Aggregate base - shall conform to Section M.05 of the Connecticut Highway Department Standard Specification Form 816.
2.      Bituminous concrete surface course, Class 12 shall conform to Section M.04 of the Connecticut Highway Department Standard Specification Form 816.

50.15.3      CONSTRUCTION METHODS

Excavation, including removal of any existing surface shall be made to the required depth below finished grade, as shown on the plans, or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material to a depth corresponding to the typical surface detail cross-section.

Where bituminous concrete is to be spread by hand, forms shall be used. Forms shall be of metal or of wood, straight, free from warp and of sufficient strength to resist springing from the impact of the roller. All forms shall be of a depth equal to the depth of the surface and shall be securely staked, braced and held firmly to the required line and grade. All forms shall be cleaned and oiled for each use.

The processed aggregate base shall be placed and thoroughly compacted with a roller weighing not less than 500 pounds.

The bituminous concrete shall be placed in accordance with CTDOT Standard Specification Form 816 except that the material may be spread by hand and thoroughly compacted with multiple passes of a roller weighing not less than 500 pounds.

The sides of the surface shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the surface.

The Contractor shall provide adequate pitch away from existing structures and smoothly match the new surface. Special care shall be taken by the Contractor to construct the surfaces in a manner that will not promote flooding of water from the surface to the school.

## METHOD OF MEASUREMENT

Bituminous concrete surface shall be measured for payment by the Engineer by the square foot for the actual area of bituminous concrete surface replaced.

### 50.15.5 BASIS OF PAYMENT

Payment for bituminous concrete surface shall be made at the applicable unit price per square foot for bituminous concrete surface. Said unit prices shall include all excavation, forms, processed aggregate base, furnishing, placing and compacting bituminous concrete and all other material, labor and equipment necessary to satisfactorily complete the work.

## **SECTION 65.00** **RUBBER CURB**

### 65.00.1 SUBMITTALS

A. Product Data: Submit manufacturer's product literature, technical specifications, and other data required to demonstrate compliance with specified requirements for all athletic equipment.

### 65.00.2 QUALITY ASSURANCE

Fabrication and installation of site improvements by experienced craftsmen with excellent record of performance on completed projects of comparable size, scope, and quality.

All materials, hardware and furnishings shall be new and first quality.

### 65.00.3 FIELD MEASUREMENTS

Contractor shall verify position and layout of rubber curb. Verify dimensions by field measurements.

### 65.00.4 MATERIALS

Rubber Curb shall be manufactured of 100% recycled rubber, and must meet the following criteria as the minimum standard:

"FlexEdge" Containment Barrier or approved equal

1. Pre-fabricated sections (8.5"W x 10.5"H)
2. Anchor Pins
3. Betaseal Adhesive
4. UV Top Coat Protection

### 65.00.5 ACCEPTABLE MANUFACTURER

A. Jack Terry,  
SportsEdge®  
259 Murdock Rd.  
Troutman, NC 28166 [Jack.terry@sportsedge.com](mailto:Jack.terry@sportsedge.com)

B. Substitution must be equal or superior in all respects to specified product

### 65.00.6 CONSTRUCTION METHODS

A. Install as recommended by the manufacturer, and as indicated on the drawings. The installing contractor shall ensure that the base is ready to receive the Rubber Curb.

65.00.7      METHOD OF MEASUREMENT

This work will be measured for payment at the contract unit price per linear foot as measured along the outside perimeter of completed rubber curb as determined by the Engineer.

40.10.6      BASIS OF PAYMENT

Payment for this work will be made at the contract unit price per linear foot for “Rubber Curb” complete in place, which price shall include all materials, equipment, tools and labor necessary to complete the work. Said price shall also include the excavation, backfilling and the satisfactory removal of all surplus materials.

**SECTION 70.04**  
**ORNAMENTAL FENCE**

70.04.01 **DESCRIPTION**

This work shall consist of the fabrication and installation of all fences, fence panels, and fence gates at the locations and to the heights as shown on the Contract Drawings.

70.04.02 **MATERIALS**

Concrete shall be Class "C" Concrete as specified in Section 40.07 "Concrete Sidewalks" of these specifications

The condition of the Ornamental Fence shall be subject to approval by the Engineer at the time of erection or incorporation into the work.

Manufacturers:

Subject to compliance with requirements, provide by one of the following:

1. "Montage II" - Ornamental Fence Panel by Ameristar Perimeter Security, Tulsa, Oklahoma.
2. "Canterbury" - Ornamental Fence Panel by Alumi-Guard, Inc., Brooksville, FL
3. "Horizon" - Ornamental Fence Panel by SPECRAIL, Hamden, CT.

70.04.03 **CONSTRUCTION METHODS**

Concrete pouring shall be in accordance with the Material Section 40.07 "Concrete Sidewalk" of these specifications.

The fabrication and erection of all Ornamental Fences or Ornamental Fence panels shall be as shown on the Contract Drawings, and shall be true to line and plumb. The top rail of all fences shall be set level to the grades as determined in the field. The top rail shall be stepped at panel points or corners only.

Metal surfaces shall receive finish per manufacturers' recommendations

70.04.04      METHOD OF MEASUREMENT

This item of work will be measured for payment by the actual number of linear feet of Ornamental Fence installed.

70.04.05      BASIS OF PAYMENT

This work will be paid for at the contract unit price per linear foot for Ornamental Fence; which price shall include the cost of all excavation, backfill, concrete foundations, painting, posts, materials, tools, equipment and labor incidental thereto.

## **SECTION 70.15** **EXTERIOR BENCH**

### **DESCRIPTION**

Work under this item shall include the furnishing and installation of a powder coated, cast aluminum frame bench with bamboo slat seat as located on the contract plans and as directed by the Engineer and in accordance with these specifications.

### **RELATED WORK DESCRIBED ELSEWHERE**

Concrete Footing – Material Section 40.07 of these specifications

### **SUBMITTAL**

- A. Three (3) copies of Shop Drawings of Bench.
- B. Three (3) copies of Product Data of Bench.

### **MATERIALS**

Bench: Allure Bamboo 6' Flat Bench Model No.AL1990B, as manufactured by ANOVA, 211 North Lindbergh Boulevard, Saint Louis, Missouri 63141-7809 800.231.1327, FAX 314.754-0835 Sales Rep. Rob Colonder

Substitution: The material for this work shall conform to these documents and shall meet or exceed the intended use.

### **CONSTRUCTION METHODS**

Coordinate location with the Engineer and place bench as delineated on the drawings. Install bench in strict conformance with manufacturer's instructions.

### **METHOD OF MEASUREMENT**

This work will be measured for payment as Exterior Bench and will be measured by the actual number of benches installed as determined by the Engineer.

### **BASIS OF PAYMENT**

Payment for this work will be made at the contract unit price for "Exterior Bench" per each, complete in place, which price shall include all materials, equipment, tools and labor necessary to complete the work.

**BID FORM**



**GENERAL BID SPECIFICATION A & B**

## TOWN OF HAMDEN

### GENERAL BID SPECIFICATIONS -- PART A

Bids shall be made on the bid forms furnished by the Town, without alteration. Bids shall be submitted in a sealed envelope, stating on the outside of the envelope the words "BID DOCUMENTS", the Town's bid number, the title of the Project, the title of the bid package for which a bid is being submitted, and the time and date of the bid opening. All bidders shall provide two copies of their bid, unless otherwise stated.

Bids received after the bid opening deadline shall be rejected. All spaces on the bid form must be filled in with figures and words or the Town, in its sole discretion, may reject the bid as non-responsive. No faxed or emailed bids are allowed.

**BID SECURITY:** Each bid shall be accompanied by a certified check or bid bond for five percent (5%) of the total bid. The Bid Security will be returned by the Town upon signing of the contract with the successful bidder. Checks or bonds must be made to the order and for the benefit of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the bids for the purpose of reviewing the bids. Bids shall not be combined, unless otherwise permitted in the Invitation to Bid or Instructions to Bidders. A separate bid surety shall be presented for each bid.

**LIQUIDATED DAMAGES:** The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her bid.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the bidder to perform the work and the bidder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a bid if, in the Town's sole discretion, the Town determines that a bid is non-responsive, a bidder is not responsible, a bidder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the bidder is not in the best interest of the Town. Conditional bids will not be accepted.

**SUBCONTRACTORS:** The bidder is specifically advised that any person, firm or other party to whom bidder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful bidder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the bidder is not required to attach such information to its bid, the bidder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

**MODIFICATION:** Any bidder may modify his/her/its bid **prior** to the scheduled deadline for receipt of bids. See paragraph one above. The bidder wishing to modify its bid shall submit such modified bid in accordance with paragraph one above, shall unequivocally indicate that its prior bid is superseded by the modified bid and shall submit its modified bid in an envelope clearly marked "**MODIFIED BID**".

**ERRORS:** The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the bid, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

**PERMITS/LICENSES:** All applicable permits and licenses shall be obtained at the sole cost of bidders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Invitation to Bid or Instructions to Bidders.

**OBLIGATIONS OF BIDDER:** Each bidder shall, prior to submitting a bid, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Bidders shall be presumed to have read and to be thoroughly familiar with the specifications and all bid documents. The failure of any bidder to request, receive or examine any information or the failure of the bidder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any bidder from any obligation in respect to the bid and shall not subject the Town to any liability whatsoever.

Furthermore, the bidder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the bid documents.

**WITHDRAWAL OF BIDS:** Bids may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the bid opening deadline.

Negligence or mistake on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

**“OR EQUAL” CLAUSE:** Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

**PATENTS:** The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or bid documents.

**NON-COLLUSIVE BID STATEMENT:** All bidders shall be required to sign the non-collusive statement attached.

**FUNDING:** The municipal non-appropriation clause may be applicable.

Applicable if checked

**PERFORMANCE AND**  **PAYMENT BONDS:** To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, bidders shall provide payment and performance bonds for any project (1) which is governed by Connecticut’s Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful bidders shall provide the Town with payment and performance bonds, at the bidder’s expense, each for the full amount of the contract awarded. The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury’s List of Approved Sureties and subject to approval by the Town.

- INSURANCE:** The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful bidder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Bidders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Bidder.

- I. **WORKERS COMPENSATION**  
 Connecticut  
 Applicable Federal  
 Employer's Liability

Statutory Limits  
 Statutory Limits  
 \$100,000 per Accident  
 \$100,000 Disease per Employee  
 \$500,000 Policy Limit

- II. **COMMERCIAL GENERAL LIABILITY**

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expense	\$ 5,000
Personal Injury/Advertising	\$ 1,000,000
General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

- III. **BUSINESS AUTOMOBILE LIABILITY** (including owned, hired & non-owned vehicles)  
 Liability (Combined Single Limit) \$1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

- IV. **UMBRELLA/EXCESS LIABILITY** (If Required)

Liability Limit – Each Occurrence over primary	\$3,000,000
Self-Insured retention	\$10,000

- V. **POLLUTION LIABILITY** (If Required)

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

VI. PROFESSIONAL LIABILITY (If Required)

\$3,000,000 Each Occurrence

\$3,000,000 Aggregate

VII. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation.

VIII. The bidder shall indemnify, defend and hold the Town of Hamden and/or Hamden Board of Education harmless for and against any and all injuries to persons and/or property resulting out of performance of this contract and resulting from the bidder's negligence.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

**Occupational Safety and Health Administration Requirements; Safety Compliance:**

According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have 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, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

**INDEMNITY/HOLD HARMLESS:** The contractor's insurance policies will be endorsed to provide for the Town of Hamden to be named as an additional insured. The contractor will indemnify and save harmless the Town of Hamden from all suits and actions related to injuries to and/or damage to the property of others as a result of the activities of the contractor, its servants and agencies acting for the contractor.

**CERTIFICATE OF INSURANCE:** The contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a certificate of insurance to conform to the following:

- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

**LICENSURE:** At the time of the bid submissions, bidders shall possess the necessary license(s) to perform the work that is the subject of this invitation to bid.

**NON-RESIDENT CONTRACTORS:** Out of state contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

**Non-Discrimination and Affirmative Action:** The successful bidder, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article, (and any additional provisions required by law), will be incorporated by such contractor in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –"Town of Hamden, Chapter 110, Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

**Set Asides:** If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations

for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, bidders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. **BIDDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. BIDDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT BIDDERS' ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).**

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

**CLAYTON ACT:** 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. 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.

**AWARD TO OTHER THAN THE APPARENT LOW BIDDER:** The Town of Hamden reserves the right to award the work to a bidder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

**WAGE RATES:** Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

**PRICES:** Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate bidders. Bidders may indicate exceptions to this.

Bidders must include Federal ID number or Social Security number to be considered for bid approval.

**DAVIS-BACON ACT - PREVAILING RATES OF WAGES**

If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

**AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:**

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden bids are submitted, preference may be given to the minority and/or female contractor.

**RESERVED RIGHTS OF TOWN:**

The Town of Hamden reserves the right to accept or reject any or all bids or proposals; to waive any technicality in a bid or proposal or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split bids and quotations among two or more bidders. The Town reserves the right to reject any bid submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

**PREQUALIFICATION REQUIREMENT:** The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this invitation to bid, bidders shall provide their bid update statement with their bid.

**.TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the forty five calendar days after award will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the bidder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Bidder, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

**DISCREPANCY IN BID FORM:**

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

**The Town of Hamden hereby notifies all bidders that the Town's contract with the successful bidder shall contain the following provision:**

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

**TOWN OF HAMDEN  
LEGISLATIVE COUNCIL**

PRESENTED BY: \_\_\_\_\_

**ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE**

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS, the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

**CONSTRUCTION CONTRACTS**

**97.35: WAGES TO BE STATED IN CONTRACT.**

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such

laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

**MISCELLANEOUS REQUIREMENTS:**

**Questions/Requests for Information:** All Questions shall be submitted in writing only and e-mailed to [purchasing@hamden.com](mailto:purchasing@hamden.com) by May 31, 2016. Bidders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the bid opening deadline.

**All Applicable Codes to Be Met:** All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

**Pre-Bid Meeting(s):** Failure to attend a mandatory pre-bid meeting may be deemed, by the Town, grounds for rejection of your bid.

**Deliveries:** All deliveries are inside deliveries.

**Provision of Bid Packets, Submission of Bids:** Bid packets will be mailed upon request.

Bid packets will not be faxed.

Bid proposals must be mailed back or delivered to:

Hamden Government Center  
Finance Department  
2750 Dixwell Avenue  
Hamden, CT 06518.

**Please include one original and seven copies of your bid unless otherwise specified.**

**ALL ENVELOPES MUST BE MARKED PROPERLY WITH BID #, BID DATE, AND BID TITLE ONLY.**

**Ownership of Documents** – All qualification statements, proposals and bids submitted by bidders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

**Ownership of Subsequent Products** – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this invitation to bid is to be the sole property of the Town unless stated otherwise in the invitation to bid or contract.

**Timing and Sequence** – Timing and sequence of events resulting from this invitation to bid will ultimately be determined by the Town.

**No Oral Agreements** – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a bidder with any agency or employee of the Town or District.

**Rejection for Default or Misrepresentation** – The Town reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.

**Assigning, Transferring of Agreement** – Bidders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

**Cost of Preparing Qualification/Proposal Statements** – The Town shall not be responsible for any expenses incurred by any bidder in preparing and submitting a bid.

Thank you.

Philip Goodwin  
Purchasing Agent

## GENERAL BID SPECIFICATIONS - PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, the CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease or other instrument a restriction prohibiting discrimination with respect to race, color, creed, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon and providing that the CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenant. The CONTRACTOR in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.
3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.
4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):
  - a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
  - b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.

6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 (CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act

- of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.
8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
  9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
  10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.
  11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
  12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
  13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:  
  
No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.
  14. **No Conflict of Interest:** Bidder certifies, by submitting a bid, that no owner, employee or family member (defined for purposes of this invitation to bid as a spouse, parent, sibling or child) of an owner or employee of bidder is a current or former employee of the Town or its Board of Education.  
  
Bidder further certifies that no owner or employee of bidder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Bidder's independent judgment or action in the performance of the proposed duties.  
  
Bidder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to bid.

Bidder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

**15. Compliance with Town Regulations**

Bidder shall cause all persons performing work pursuant to the contract between bidder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

**16. Confidential Information**

Bidder shall cause all persons under bidder's control who are providing services or materials under or through bidder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Bidder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and bidder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

**COMPLETE AND RETURN**

**BID #: 2804**  
**BID TITLE Ridge Hill School Recreational Improvements**

**BID FORM**

TO: Purchasing Agent  
Hamden Government Center  
2750 Dixwell Avenue  
Hamden, CT 06518

I have received the bid documents entitled \_\_\_\_\_  
and dated \_\_\_\_\_.

I have received Addenda dated as follows:  
\_\_\_\_\_

I have considered and included the provisions of the bid documents noted above in my bid. I have examined the bid documents and I submit the following BID:

In submitting this bid, I agree:

1. To hold my bid open until 60 days after the date on which bids are due.
2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this bid, according to the contract form provided by the Town of Hamden.
3. To accomplish the work in accord with the Bid Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any bid documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.
4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within \_\_\_\_\_ calendar days following Owner's date of Notice to Proceed.
5. The undersigned submits a bid bond in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 5% of Base Bid, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the Bid Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.
6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all bids, alternates, options, or proposals; to waive any technical defect in a bid or part thereof submitted, and to accept the bid deemed by the Town to be in the best interest of the Town of Hamden.

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

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Contractor Tax ID#

\_\_\_\_\_  
Contractor License #

**COMPLETE AND RETURN**

**BID #:** 2804  
**BID TITLE:** Ridge Hill School Recreational  
Improvements

**NON-COLLUSIVE BID STATEMENT**

The undersigned bidder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or bidder of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or completion, and
- (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bonds furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the bid and make an award in accordance therewith.

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

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

\_\_\_\_\_  
Signature and Title of Person  
Authorized to Sign

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

\_\_\_\_\_  
Date

**COMPLETE AND RETURN**

**BID #2804**

You are required to furnish the following information to the Town of Hamden:

Name and address of Company \_\_\_\_\_  
(Print or type)  
\_\_\_\_\_  
\_\_\_\_\_

Name and Title of Agent of Company \_\_\_\_\_  
(Print or type)

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_ Federal I.D. Number: \_\_\_\_\_

Lump sum price for equipment, material, and labor: \$ \_\_\_\_\_

\$ \_\_\_\_\_

WRITTEN AMOUNT

## **PREVAILING WAGES**

Project: Ridge Hill Elementary School Recreational Improvements

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

ID#: H 22172

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

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

Project Number: 2804

Project Town: Hamden

FAP Number:

State Number:

Project: Ridge Hill Elementary School Recreational Improvements

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
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	33.48	28.76
2) Carpenters, Piledrivermen	31.45	23.54

**As of:**

Wednesday, May 11, 2016

Project: Ridge Hill Elementary School Recreational Improvements

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:*

Wednesday, May 11, 2016

Project: Ridge Hill Elementary School Recreational Improvements

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)	37.50	23.91 + 3% of gross wage
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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---

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8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	28.55	18.90 + a
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Project: Ridge Hill Elementary School Recreational Improvements

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.80	18.90 + a
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10) Group 3: Pipelayers	29.05	18.90 + a
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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	29.05	18.90 + a
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12) Group 5: Toxic waste removal (non-mechanical systems)	30.55	18.90 + a
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13) Group 6: Blasters	30.30	18.90 + a
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	29.55	18.90 + a
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Group 8: Traffic control signalmen	16.00	18.90 + a
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Project: Ridge Hill Elementary School Recreational Improvements

Group 9: Hydraulic Drills 29.30 18.90 + a

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

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men,  
Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable  
Tenders 32.22 18.90 + a

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13b) Brakemen, Trackmen 31.28 18.90 + a

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

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14) Concrete Workers, Form Movers, and Strippers 31.28 18.90 + a

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15) Form Erectors 31.60 18.90 + a

Project: Ridge Hill Elementary School Recreational Improvements

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

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.90 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	18.90 + a
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18) Miners	32.22	18.90 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ---

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18a) Blaster	38.53	18.90 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.90 + a
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*As of:*

Wednesday, May 11, 2016

Project: Ridge Hill Elementary School Recreational Improvements

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.90 + a
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21) Mucking Machine Operator	39.11	18.90 + a
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----TRUCK DRIVERS----(\*see note below)

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Two axle trucks	28.83	21.39 + a
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Three axle trucks; two axle ready mix	28.93	21.39 + a
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Three axle ready mix	28.98	21.39 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.03	21.39 + a
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Project: Ridge Hill Elementary School Recreational Improvements

Four axle ready-mix	29.08	21.39 + a
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Heavy duty trailer (40 tons and over)	29.28	21.39 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.08	21.39 + a
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---POWER EQUIPMENT OPERATORS---

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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)	38.55	23.55 + a
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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)	38.23	23.55 + a
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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)	37.49	23.55 + a
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Project: Ridge Hill Elementary School Recreational Improvements

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	37.10	23.55 + a
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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)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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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).	35.86	23.55 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	35.46	23.55 + a
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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).	35.03	23.55 + a
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Project: Ridge Hill Elementary School Recreational Improvements

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 32.99 23.55 + a

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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 32.99 23.55 + a

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Group 12: Wellpoint Operator. 32.93 23.55 + a

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Group 13: Compressor Battery Operator. 32.35 23.55 + a

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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 31.21 23.55 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 30.80 23.55 + a

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Group 16: Maintenance Engineer/Oiler 30.15 23.55 + a

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Project: Ridge Hill Elementary School Recreational Improvements

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.04	23.55 + a
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**\*\*NOTE: SEE BELOW**

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

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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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Project: Ridge Hill Elementary School Recreational Improvements

23) Driver Groundmen 24.99 6.25%+10.87

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23a) Truck Driver 34.07 6.25%+15.41

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---LINE CONSTRUCTION---

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24) Driver Groundmen 30.92 6.5% + 9.70

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25) Groundmen 22.67 6.5% + 6.20

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26) Heavy Equipment Operators 37.10 6.5% + 10.70

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

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Project: Ridge Hill Elementary School Recreational Improvements

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

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***As of:***

Wednesday, May 11, 2016

Project: Ridge Hill Elementary School Recreational Improvements

*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 \$3.00 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](http://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:** Wednesday, May 11, 2016

Project: Ridge Hill Elementary School Recreational Improvements

*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:*

Wednesday, May 11, 2016