

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT  
24 Wolcott Hill Road  
Wethersfield, CT 06109**

# **INVITATION TO BID**

*SPECIFICATIONS & BID DOCUMENTS ATTACHED*

*BID NO: 17DOC0501AA BID OPEN DATE & TIME:* October 25, 2016 at 2 p.m.

*PURCHASING CONTACT:* **Lisa LeFrancois**      *PHONE #:* **860-692-7725**

*BID CLASS/SUB-CLASS & DESCRIPTION:* **0088 – Air Conditioning and Refrigeration Components and Accessories (Chillers HVAC)**

**IMPORTANT NOTES:**

**MANDATORY PRE-BID MEETING: Monday, October 3, 2016 @ 10:00 a.m. at York Correctional Institution, 201 West Main Street, Niantic, CT 06357**

Please email your confirmation of attendance, to [LisaM.LeFrancois@ct.gov](mailto:LisaM.LeFrancois@ct.gov) by. For security clearance purposes include the names and birth dates of all attendees. If you do not confirm your attendance you will not be allowed to enter the facility and place a bid.

**BID IS TO BE MAILED OR DROPPED OFF ONLY AS A SEALED BID ONLY. FAXES AND/OR E-MAIL OR LATE BIDS WILL NOT BE ACCEPTED. BIDS WILL BE OPENED PRIVATELY.**

*RETURN BID TO:* **Department of Correction  
24 Wolcott Hill Road  
Wethersfield, CT 06109  
ATTN: Lisa LeFrançois**

*QUESTIONS MAY  
BE FAXED OR      Fax: 860-692- 6879  
E-MAILED TO:      [LisaM.LeFrancois@Ct.Gov](mailto:LisaM.LeFrancois@Ct.Gov)*

**NOTES: Posting Date September 15, 2016 – Requisition No 69937**

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
BIDDER'S CHECKLIST**

THIS FORM IS NOT TO BE RETURNED WITH YOUR BID. HOWEVER, IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

- The Bid Proposal must be signed by a duly authorized representative of the company (unsigned bids are automatically rejected) and the **Exhibit B Price Schedule** must be included with your bid.
- The bid prices you have offered in **Exhibit B** have been reviewed and verified.
- The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the bid proposal or his designee. Such change made and not initialed means automatic rejection of bid.
- The payment terms are NET 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 32-09h.
- Reference **Exhibit A** for any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- The delivery information block has been completed. (Be specific: In most cases, "as ordered" or "as required" is not complete information.)
- Any addenda to the bid have been signed and included.
- The bid is to be mailed or hand-delivered in time to be received no later than the designated opening date and time. Late bids are not accepted under any circumstances. Please allow enough time if mailing in your bid.
- Read, sign and return the Department of Correction's Security Regulations for Contract Forces form (2 pages) with your Bid Proposal.
- All CHRO forms (4 pages) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- Complete, sign and notarize the OSHA CERTIFICATE OF COMPLIANCE form.
- Complete and sign the BIDDER'S STATEMENT OF QUALIFICATIONS.
- VENDOR NAME MUST APPEAR ON ALL BID DOCUMENTS.
- **VERIFY THE FOLLOWING FORMS ARE INCLUDED IN YOUR BID PACKAGE:**
  - BID PROPOSAL - 2 PAGES / COMPLETE AND SIGN
  - EXHIBIT B – PRICE SCHEDULE – REVIEW AND COMPLETE
  - BIDDER'S STATEMENT OF QUALIFICATIONS - 2 PAGES / COMPLETE AND SIGN
  - SECURITY REGULATIONS - 2 PAGES / REVIEW AND SIGN
  - CHRO FORMS - 4 PAGES / COMPLETE AND SIGN
  - OSHA CERTIFICATE OF COMPLIANCE - COMPLETE, SIGN AND NOTARIZE
  - CERTIFICATE OF AUTHORITY – COMPLETE AND SIGN
  - NONDISCRIMINATION CERTIFICATION FORM A - FOR INDIVIDUALS  
1 PAGE - COMPLETE AND SIGN - **OR**  
NONDISCRIMINATION CERTIFICATION FORM B - FOR ENTITIES - 1 PAGE
  - BID ADDENDUM (IF APPLICABLE) – REVIEW & SIGN

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT**

**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

**All Invitations For Bids issued by the awarding agency of the State of Connecticut will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.**

**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-30.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Bids**

Bids must be submitted on forms supplied by the awarding state agency or as otherwise specified.

1. The time and date bids are due is given in each bid issued. Bids received after the specified time and date shall not be considered.
2. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the awarding state agency after the time specified for opening of bids shall not be considered. The original proposal schedule shall be returned to the awarding state agency. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. The person signing the bid proposal or their authorized designee must initial errors, alterations or corrections on the original proposal schedule. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
3. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
4. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
5. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
6. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
8. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

**Guaranty or Surety**

9. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

10. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

11. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Page 1 of 3

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT**

**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

**Award**

12. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

13. Procurement Services or the awarding state agency may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

14. The awarding state agency may correct inaccurate awards resulting from clerical or administrative errors.

**Contract**

15. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

16. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Department of Administrative Services and the awarding state agency.

17. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.

18. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the awarding state agency to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

19. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

20. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

21. Notwithstanding any provision or language in this contract to the contrary, the Commissioner of Administrative Services or the Commissioner of the awarding state agency may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services or the Commissioner of the awarding state agency, however, no compensation for lost profits shall be allowed.

**Delivery**

22. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

23. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.
24. Deliveries are subject to re-weighing on State sealed scales.
25. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT**

**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

26. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

**Saving Clause**

27. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

28. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of the Department of Administrative Services, Procurement Services.

**Rights**

29. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

30. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

31. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

32. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Contractor(s) shall be required to complete and sign project contract upon award.**

**STATE OF CONNECTICUT  
DEPARTMENT OF CORRECTION  
PURCHASING DEPARTMENT  
24 Wolcott Hill Road  
Wethersfield, CT 06109**

**BID PROPOSAL**

Bid No: 17DOC0501AA	Bid Opening Date: October 25, 2016	Bid Opening Time: 2:00 p.m.
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*Note: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.*

**IMPORTANT: Both pages of this form, Sections 1 through 3 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit both pages constitutes grounds for rejection of your bid.**

Section 1 of 3 - **BIDDER INFORMATION**

COMPLETE BIDDER NAME (TRADE NAME, DOING BUSINESS AS)		SSN OR FEIN NUMBER
BIDDER ADDRESS	STREET	CITY STATE ZIP CODE
CONTACT NAME (TYPED OR PRINTED)	PHONE NUMBER (INCLUDE TOLL-FREE NUMBERS)	FAX NUMBER
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
BIDDER E-MAIL ADDRESS	BIDDER WEB SITE	
IS YOUR BUSINESS A: <input type="checkbox"/> PROPRIETORSHIP (INDIVIDUAL) <input type="checkbox"/> PARTNERSHIP OR <input type="checkbox"/> CORPORATION? (TYPE OF CORPORATION - _____)		
IS YOUR BUSINESS <b>CURRENTLY</b> A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOUR BUSINESS IS A <b>PARTNERSHIP</b> , YOU <b>MUST</b> ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.		
IF YOUR BUSINESS IS A <b>CORPORATION</b> , IN WHICH STATE ARE YOU INCORPORATED?		
IS YOU ARE A <b>STATE EMPLOYEE</b> , INDICATE YOUR POSITION, AGENCY NAME & ADDRESS:		
IS YOUR BUSINESS REPORTABLE TO THE IRS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, A 1099/W2 WILL BE MAILED TO YOU AT YEAR-END.		
<b>REMITTANCE INFORMATION: IN THIS BOX, INDICATE THE REMITTANCE ADDRESS OF YOUR BUSINESS IF DEFFERENT FROM ABOVE.</b>		

**BID PROPOSAL**

**Bid No:** 17DOC0501AA

Section 2 of 3 - **IMPORTANT INFORMATION FOR BIDDERS**

**AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS (3 pages) of current issue and in effect on the date of bid issue. The form Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That should any part of this proposal be accepted in writing by the Department of Correction within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or service for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, SECURITY REGULATIONS AND PROPOSAL SCHEDULE. Should award of any part of this proposal be delayed beyond the period of thirty (30) days of an earlier date specified by the bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the Department of Correction named in the PROPOSAL SCHEDULE at the prices bid therein.
4. **Should the Department of Correction determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

Section 3 of 3 - **BIDDER DEBARMENT AND/OR SUSPENSION**

The undersigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

\_\_\_ Yes \_\_\_ No

The undersigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

\_\_\_ Yes \_\_\_ No

If the undersigned bidder and/or company official or any subcontractor to the bidder and/or any company official has received notices of debarment and/or suspension with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_.

**SIGNATURE OF AUTHORIZED PERSON IN SECTION 1, CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.**



# STATE OF CONNECTICUT

**Bid No:**  
17DOC0501AA

## **Department of Correction Contractor Security Requirements 2/20/14**

### A. Facility Admittance

- (1) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (2) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
  - a) Name
  - b) Date of Birth
  - c) Social Security Number
  - d) Driver's License Number
  - e) Physical Characteristics (such as age, height, weight, etc.)

### B. Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (1) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (2) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (3) No verbal or personal contact with any inmates.
- (4) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (5) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (6) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (7) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (8) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (9) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours.  
The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (10) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (11) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.

## Department of Correction Contractor Security Requirements 2/20/14

- (12) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

### C. Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractor Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

#### (1) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

#### (2) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

#### (3) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

#### (4) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

# STATE OF CONNECTICUT

Bid No:  
17DOC0501AA

## Department of Correction Contractor Security Requirements 2/20/14

- D. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices
- (1) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:
- a) Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
  - b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
  - c) Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (2) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
- a) A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  - b) Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (3) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
- a) A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  - b) Conveyance or use of an electronic wireless communication device in a correctional institution is a class A misdemeanor.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF CONNECTICUT**  
**COMMISSION ON**  
**HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**  
**CHRO-4**

<b>Bid Number:</b>
<b>17DOC0501AA</b>

**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n.” Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as “(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians...” A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (A) the bidder’s success in implementing an affirmative action plan;
- (B) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder’s promise to develop and implement a successful affirmative action plan;
- (D) the bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
- (E) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

**The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract.**

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder’s compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s “good faith efforts” to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

**STATE OF CONNECTICUT**  
COMMISSION ON  
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)  
CHRO-4

**Bid Number:**  
**17DOC0501AA**

**2) Description of Job Categories (as used in Part IV Bidder Employment Information)**

**Officials, Managers and Supervisors** - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

**Professionals** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

**Technicians** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

**Sales Workers** - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

**Office and Clerical Workers** - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

**Skilled Workers** - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

**Semi-Skilled Workers** - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Unskilled Workers** - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

**Service Workers** - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

**Apprentices** - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

**Trainees** - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

**3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)**

**White** (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**Black** (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

**Hispanic** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander** All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.

**American Indian or Alaskan Native** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.



# STATE OF CONNECTICUT

## COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) CHRO-4

<b>Bid Number:</b>
<b>17DOC0501AA</b>

### PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											
Total One Year Ago											
<b>FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)</b>											
Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area?  Yes  No

### PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.	
SOURCE	YES	NO	% of applicants provided by source	(✓)			
State Employment Service					Work Experience		
Private Employment Agencies					Ability to Speak or Write English		
Schools and Colleges					Written Tests		
Newspaper Advertisement					High School Diploma		
Walk Ins					College Degree		
Present Employees					Union Membership		
Minority/Community Organizations					Personal Recommendation		
Labor Organizations					Height or Weight		
Others (please identify)					Car Ownership		
					Arrest Record		
					Wage Garnishment		

**Certification** (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

Signature	Title	Date Signed	Telephone
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**STATE OF CONNECTICUT**  
**Certificate of Compliance with**  
**Connecticut General Statute Section 31 - 57b**

**Bid Number:**  
**17DOC0501AA**

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed:* (Corporation Seal)

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public)*

\_\_\_\_\_  
*(Seal)*

## FOR YOUR INFORMATION

### Certificate (of Authority)

The Certificate of Authority is a document stating the name and title of the person resolved (through a corporate resolution) and authorized to legally bind the organization to contractual agreements on its behalf.

### Instructions for completing the Certificate (of Authority)

The Certificate (Authority) to Accompany the Bid Proposal Form:

1. 1<sup>st</sup> Paragraph:
  - a. First, enter the name and title of the individual signing the Certificate (of Authority).
  - b. Second, enter the name the entity (exactly as it shows on the Secretary of State registry).
  - c. Third, enter the name of the state or commonwealth the entity is registered in.
  - d. Fourth, enter the date the resolution was adopted by the governing body. This date is on or before the date the Bid Proposal is signed.
  - e. Fifth, enter the name of the state or commonwealth the entity is registered in.
2. 2<sup>nd</sup> Paragraph:
  - a. Enter the name and title of the individual signing bid documents for the entity.
  - b. Second, enter the name of the entity (exactly as it shows on the Secretary of State registry).
3. Last Paragraph:
  - a. Enter the Witness date, this will likely be the date of execution of the Bid Proposal form.  
**The Date should not be before the date of execution of the bid proposal.**

The Certificate (Authority) to Accompany the Contract:

4. 1<sup>st</sup> Paragraph:
  - a. First, enter the name and title of the individual signing the Certificate (of Authority).
  - b. Second, enter the name the entity (exactly as it shows on the Secretary of State registry).
  - c. Third, enter the name of the state or commonwealth the entity is registered in.
  - d. Fourth, enter the date the resolution was adopted by the governing body. This date is on or before the date the Contract is signed.
  - e. Fifth, enter the name of the state or commonwealth the entity is registered in.
5. 2<sup>nd</sup> Paragraph:
  - a. First enter the name and title of the individual signing contract documents for the entity.
  - b. Second, enter the name of the entity (exactly as it shows on the Secretary of State registry).
6. Last Paragraph:
  - a. Enter the Witness date, this will be the date of execution of the Contract.  
**The Date should not be before the date of execution of the Contract.**

**CERTIFICATE**

I \_\_\_\_\_, \_\_\_\_\_  
(Signer's name) (Signer's title)

of \_\_\_\_\_, an entity lawfully organized  
(Name of entity)

and existing under the laws of \_\_\_\_\_, do hereby certify that the  
(Name or State or Commonwealth)

following are true and correct copies of resolutions adopted on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by the governing body of \_\_\_\_\_,  
(Name of entity)

in accordance with all of its documents of governance and management and the laws of  
\_\_\_\_\_ and further certify that such resolutions have not been  
(Name or State or Commonwealth)

modified, rescinded or revoked, and are at present in full force and effect.

**RESOLVED:** That \_\_\_\_\_,  
(Name and title of signer of contract documents)

of \_\_\_\_\_ is empowered and authorized, on behalf of the entity,  
(Name of entity)

to execute and deliver contracts and amendments thereto, and all documents required by the  
Governor, the Connecticut Department of Correction, and the Office of the Attorney General  
associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Sign name:

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

\_\_\_\_\_  
Print name:



FORM B

**Bid Number:**  
**17DOC0501AA**



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Representation**  
**By Entity**  
**For Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

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

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

#### 01100 CONTRACT DOCUMENTS:

- A. All work pertaining to the Project shall be in accordance with the provisions of the following documents as they may exist:
  - 1. Security Regulations for Contract Forces
  - 2. Specifications
  - 3. Drawings
  - 4. Instructions to Bidders,
  - 5. General Conditions of Contract.
- B. Precedence shall be given to the above documents in the order they are listed as necessary to resolve any conflicts between them

#### 01110 Summary:

- A. The Project work is to be performed at York C.I. at 201 West Main St. Niantic 06357. The purpose of this project is to buy and install a process chiller with free cooling, install new piping for the new process chiller, install & modify the return piping in the kitchen for the Cook Chill Tumbler units and remove two failed Ice Banks. Also relocate an existing chiller to Gates C.I.
- B. All work to be completed by Dec 7, 2016. All work must be done in seven days .( If it affects the Cook Chill Processing)

#### 1111 Codes and standards:

All the contractor work shall comply with and be in compliance with the latest building, construction and electrical codes, standards and supplements including but not limited to:

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

- Connecticut State building code, supplement and referenced publications.
- Ct. Dept. of Correction Rules & Reg.
- International Mechanical and Plumbing Code.
- American National Standards Institute(ANSI) A117.1-1992
- Department of Labor Occupational Safety & Health Administration (OSHA)
- Life Safety Code NFPA101 and State supplements
- Connecticut Dept. of Public health.
- Chiller Manufactures Installation Spec Sheet
- Energize CT / EverSource Energy Efficiency Incentive Application  
EMS6667-3 Rev 06-16      CO256 Rev 06/16

1112 DEPARTMENT REPRESENTATIVE:

The department representative for this project is:

**Thomas Phillips      Plant Facility Engineer 1**

**Facilities Management and Engineering**

**District 3**

**201 West Main St.**

**Niantic Ct. 06357**

**Process Chiller for York C.I. Cook Chill**

**SECTION 01000  
SUPPLEMENTAL GENERAL  
CONDITIONS (REV 8-5)**

**860-249 9802 Cell Phone 203 806 2660 Fax**

**E-Mail [Thomas.Phillips@ct.gov](mailto:Thomas.Phillips@ct.gov)**

The Department representative is referred to in the contract documents as “**The Engineer**”. The authority of this engineer is as follows:

- Review and approval of all contract work, equipment, materials, and shop drawings submitted for this project.
- Interpretation of the Plans and Specifications.
- Determine if the Contractors work is being performed in a logical sequence and prosecuted in the best interest of the department and in accordance with the general conditions and project specifications.
- Acceptance of all Contract work and verification of the Contractors conformance with the contract documents.
- Authorize and initiate payment for all completed and accepted work.

**1113 SITE REPRESENTATIVES:**

The site representatives for this project are:

Thomas Phillips PFE1

E-Mail [Thomas.Phillips@ct.gov](mailto:Thomas.Phillips@ct.gov)

Cell Phone 860 249 9802 Fax 203 806 2660

**York C.I.**

Tracy Baremore - Correctional Maintenance Supervisor

Phone 860 451 3289

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

#### SCOPE OF THE WORK:

The scope of the project work is as follows:

1. Dismantle and properly dispose of the two existing ICE BANKS at York C.I. Niantic Ct.
2. Dismantle, rig, package and transport from the York C.I. a McQuay 110 ton Chiller and place it at Gates C.I. (Niantic Ct.).
3. Supply and install the following Process Chiller Unit with Free Cooling or Equal with the same features. Equal unit must be approved by Spec writer. (PFE1 Phillips).

**Motivair            Model    MLC - FC – 390-E**

460/3/60 volts,    Options--15 hp pump , PCO3 controller, , , low ambient , free cooling, set for low temp, 32 degrees F , Free Cooling , dual independent refrigeration circuits , automatic lead/lag control, eight total steps of unloading, year round cooling, low ambient operation built in, safeties and alarms .(Designed Nominal Cooling Capacity 110 tons at EWT 54 degrees F, LWT 44 degrees F , ambient 95 degrees F). PLC Controls on the following items, adjustable water set point, Compressor lead / lag , remote stop/start, alarm relay, low water temperature alarm , high/low Refrigeration pressure alarm, anti-freeze alarm, compressor overload alarm, voltage irregularity alarm , PLC malfunction alarm, Probe failure alarm. Free-cooling software and control package. Note unit will operate at 32 degrees F with a 30-40 % mix of Glycerin Antifreeze year round.

4. Prep site (York C. I.) as required. For installation of the new process chiller unit.

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

5. Mount & secure the new Chiller to the concrete slab.
6. Setup each unit to run with free cooling automatically if not built in.
7. Supply and install all new 4" Victaulic piping to tie in the new Process Chiller to the existing system (York C.I.). ( Steel Pipe must be of the same or greater schedule thickness.).
8. Install new isolation Ball valves (4") on both supply and return lines.
9. Install new piping isolations on the chilled water piping (rated for 100psi or better.)
10. All new piping will be properly insulated for outside weather and will be UV resistant and water tight. Use 1 inch AEROCEL EPDM products or equal (Equal to be approved by Spec Writer PFE1 Phillips).
11. Supply and install new electrical wire, new conduit, new circuit breaker (if required) and connections for the new Process Chiller per State Electrical Code.
12. Supply and install a new disconnect for the new chiller.
13. Supply and install all necessary insulation and fittings on all new piping as well as replacement of any damaged insulation during construction.
14. Set the chilled water set point to maintain 32 degrees.
15. Install heat tape with a controller on the new sections of pipe. (Outside area).

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

16. (Inside the Cook Chill Kitchen Area ) Remove existing return header piping and Install new 4" CPVC piping on the return header in the Cook Chill Kitchen. New piping to have four 2 inch takeoffs and 2 "or 1.5' ball valves in it and a flow control valve installed at the start of the return header.
17. (inside the Cook Chill Kitchen Area) Re-pipe the outlets (2" or 1.5") of the Cook Chill Tumbler units to the new 4" CPVC return header piping. Copper piping and fittings to be used.
18. All new piping to be insulated with 1 inch Aerocel EDPM or equal
19. Pressure Test the system with 100% water first for leakage, then remove the water. (Tested to 50 PSI)
20. Install a fill tap with valve on the return line to add fluid inside the boiler room.
21. Install the Glycerin Antifreeze (provided by the State) to get a mixture of 30-35 % in the Process chiller's chilled water System
22. Perform all testing of the Process Chiller IAW the Manufactures' specifications.
23. Inspect all new piping and equipment for leakage.
24. Before any work is to commence all product submittals must be submitted for project engineer approval. Also submit a Energize CT / EverSource Energy Efficiency Incentive Application EMS9997-3 (Rev 06-16)

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

25. Perform Factory Start-up and owner instruction on all equipment installed.
26. Warranty all work and equipment for 1 Year.
27. Clean work site when work is completed.
28. Supply Drawings & manuals of Equipment.

**Any work necessary to make the project work complete but not implicitly mentioned within the Specifications shall be included in the Contract and shall be performed by the Contractor at no extra cost to the Department.**

01120 SUPPLEMENTAL BIDS:  
Supplemental work will be awarded with the base bid as one lump sum contract depending upon the availability of funds. The supplements are listed in order of priority in that successive supplements will not be awarded without the previous ones being awarded as well.

01130 USE OF MANUFACTURED PRODUCTS:

- A. When three or more manufacturers are listed in the specifications, one of these manufacturers must be used,
- B. When less than three names are listed, these names are intended as a standard of quality. Alternate manufactures must be submitted for DOC prior to the award of the contract as specified in the General Conditions. Otherwise, one of the listed manufacturers must be used.
- C. When a specific manufacturer is not named, the use of a particular manufactured product will be up to the engineers discretion provided the performance requirements of the contract are met.

01110 SCHEDULE OF VALUES:  
Upon award of the Contract, the Contractor shall submit to the DOC Representative for approval a Schedule of Values which breaks down the contract price by each Section of the specification.

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

#### 01120 CONTRACTOR SUBMITTALS:

Prior to the start of any work on the project site the contractor must submit the following documents for approval:

- A. Contractor/Subcontractor emergency contact phone numbers: Submit a complete list of emergency contact phone numbers, for all of the lead project personnel. Contact numbers should include office, home, cell phone and pager numbers.
- B. Work progress schedule: Schedule is to list start and completion dates for all major work items in the project.
- C. Licenses/Certifications: Where applicable and required by State Statue and Industry Governing Board. Each Contractor/Subcontractor is to submit a current copy of the state of Connecticut Department of Consumer Protection issued license/certification for each individual who will be performing work on the Project.
- D. Manufactures Specification Sheet: Four (4) sets of manufacturer produced specification sheets for all materials, components, and assembly items, including the construction materials, to be used for this project.
- E. Shop drawings: Where applicable to the project, submit four (4) sets of "Shop Drawings" in sufficient detail to establish the work item and or work detail of any component and/or installation assembly used in this project.

**The Contractor is to submit all of these submittal items as soon as practical after the award of the contract.**

**The contractor will not be permitted to proceed with any contract work until all materials, work methods and shop drawings have been submitted and approved by the Engineer.**

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

**The Contractor must submit to the Engineer, in writing, any request to deviate from the original shop drawings or from the requirements of the contract.**

01130 PROJECT MEETINGS:

- A. The Contractor must attend a Pre Construction Meeting

01140 CHANGES TO THE WORK

- A. Construction Changes:

1. When a contractor determines that different or additional work is needed in order to accomplish the intent of the basic contract, it must first submit a Request for Information (RFI) seeking clarification of plans and specifications.
2. Upon direction from the Engineer, the contractor shall then either proceed with the work as directed to complete the contracted work or submit an additional cost and time proposal.
3. The contractor shall not proceed with any work, which he considers a change to the contract without written confirmation that the owner accepts this additional work for a specified cost.
4. If the Contractor proceeds with any such work without such written approval as a way to avoid interruptions of the work, he does so at his own expense.

- B. Substitution Changes

1. There will be no substitutions unless in advance by the Engineers approval.

01140 INVOICES:

As provided for in the Instructions to Bidders, IB.1.16, the contract amount shall be paid in three installments, each upon the receipt and approval of an Application for Payment of an amount computed as the total of the following:

- C. Take that portion of the Contract Sum properly allocated to the completed Work as determined by multiplying the percentage completion of each portion of the Work as indicated in the Schedule of Values.

## Process Chiller for York C.I. Cook Chill

### SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)

- D. Add that portion of the Contract Sum properly allocated to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction.
- E. Subtract a retainage of 10% of the above value of completed work.
- F. Subtract the aggregate of previous payments made by the Agency, if any.
- G. The second payment shall be made upon Substantial Completion of the Work and shall be determined in accordance with Paragraph D. The second payment shall not increase the total payments to more than ninety percent (90%) of the Contract Sum, less such amount as the DOC Representative shall determine for incomplete Work and unsettled claims.
- H. Final Payment of the out-standing balance and the retainage shall be made upon satisfactory completion of all items of Work.

#### 1.01 RECORD DOCUMENTS:

- A. General:  
Do not use record documents for construction purposes. Protect Record Documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. Failure to keep documents current is sufficient cause to withhold progress payments.
- B. Record Drawings:  
The Contractor shall maintain one clean, complete undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the \*installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements, which would be difficult to measure and record at a later date.
  - 1. Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.

## Process Chiller for York C.I. Cook Chill

### **SECTION 01000 SUPPLEMENTAL GENERAL CONDITIONS (REV 8-5)**

2. Mark all new information that is not shown on Contract Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
5. Upon completion of the work, the Contractor shall submit Record Drawings to the Agency Representative for the Owner's Records.
6. If applicable supply a CAD version of the new work as built.

**END OF SECTION 01000**

**SECTION 23 06 00  
PACKAGED HVAC**

**PART ONE.**

**GENERAL**

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section.

1.02 DESCRIPTION

- A. Work Included: (Chiller)
  - 1. Remove and dispose of the existing chiller and pumps. Provide and install a water cooled chiller and circulating pumps to the following specifications and installation requirements.
  - 2. Provide any rigging needed for the removal of the existing chiller and the installation of the new chiller. The rigging, unloading and transporting of the new chiller shall comply with the manufacturers installation instructions.
  - 3. Construct a housekeeping pad large enough for the new chiller with an additional 6" of pad space on all sides.
  - 4. Removal of any obstacles preventing the removal of the existing chiller or the installation of the new chiller and be replaced before the completion of the project.
- B. Work Included: (Cooling Tower)
  - 1. Remove and dispose of the existing cooling tower and pumps. Provide and install a Double wall seamless Polyethylene (HDPE) shell, PVC wet decking, Double wall seamless Polyethylene sump equipped with make-up assembly, PVC water distribution system, Fiberglass reinforced polypropylene propeller type adjustable pitch fan blades, and totally enclosed premium efficient inverter rated cooling tower duty motor. CTI certified for 278 tons
  - 2. Provide any rigging and cranes needed for the removal of the existing cooling tower and the installation of the new cooling tower. The rigging, unloading and transporting of the new chiller shall comply with the manufacturers installation instructions.
  - 3. Removal of any obstacles preventing the removal of the existing cooling tower or the installation of the new cooling

**SECTION 23 06 00  
PACKAGED HVAC**

tower and need to be replaced before the completion of the project.

- C. Work Included: (Energy management system)
1. Upgrade the current PC and Andover energy management system. Provide a continuum operator workstation that runs off of Windows Seven business edition 64 bit. Upgrade the current 1.3 version to version 1.5 or the latest version available. All specified application software shall be licensed to the Department of Correction and registered as follows:
    - State of Connecticut
    - Department of Correction
    - Director of Facilities Management and Engineering Unit
    - 24 Wolcott Hill Road
    - Wethersfield, CT 06109
    - 860-692-7555
  2. Integrate the new chiller and cooling tower into the upgraded version of the energy management system. This is to reflect the VFD's that are to be installed on the interior pumps as well as the cooling tower. The operator should be able to view, operate and override the VFD's from the computer.
  3. Provide a laser printer to be interfaced with this PC and energy management system.
  4. Provide Training on all aspects of this project including the Chiller, Cooling Tower, VFD's and Energy Management system. Training is to be comprehensive in order for all operators in the building to be competent with the systems operation.

**1.03 QUALITY ASSURANCE**

- A. ARI Certification: Certify chiller according to the ARI 590 certification program.
- B. ARI Rating: Rate water chiller performance according to requirements in ARI 550/590, "Water Chilling Packages Using the Vapor Compression Cycle."
- C. ASHRAE Compliance: ASHRAE 15 for safety code for mechanical refrigeration.

**SECTION 23 06 00  
PACKAGED HVAC**

- D. ASME Compliance: Fabricate and stamp water chiller heat exchangers to comply with ASME Boiler and Pressure Vessel Code.
- E. Comply with NFPA 70.
- F. ANSI/ASHRAE/IESNA Standard 90.1-2001 Compliance: Equipment shall meet or exceed the minimum efficiency requirements of the standard. Equipment shall bear a permanent label installed by the manufacturer stating that the equipment complies with the requirements of ASHAE Standard 90.1
- G. The equipment shall be UL listed to U.S. and Canadian Safety Standards.

**1.04 SUBMITTALS**

- A. Product Data: Include refrigerant, rated capacities, operating characteristics, furnished specialties, and accessories.
  - 1. Performance at ARI standard conditions and at conditions indicated.
  - 2. Performance at ARI standard unloading conditions.
  - 3. Refrigerant capacity of water chiller.
  - 4. Oil capacity of water chiller.
  - 5. Minimum evaporator flow rate.
  - 6. Fluid capacity of evaporator.
  - 7. Characteristics of safety relief valves.
- B. Shop Drawings: Complete set of manufacturer's prints of water chiller and cooling tower assemblies, control panels, sections and elevations, and unit isolation. Include the following:
  - 1. Assembled unit dimensions.
  - 2. Weight and load distributions.
  - 3. Required clearances for maintenance and operation.
  - 4. Size and location of piping and wiring connections.
  - 5. Wiring diagrams: for power, signal and control wiring.
- C. Certificates: For certification required in "Quality Assurance" article.

**SECTION 23 06 00  
PACKAGED HVAC**

- D. Seismic Qualification Certificates: For water chillers, cooling towers, accessories, and components form the manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculations.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- E. Source quality-control test reports.
- F. Startup service reports.
- G. Operation and Maintenance Data: Include emergency, operation, and maintenance manuals for the water chiller and cooling tower.
- H. Provide a material lead time with bid proposal.

**1.05 PRODUCT HANDLING**

- A. Ship water chiller from the factory fully charged with refrigerant and filled with oil. Ship cooling tower fully assembled from the factory.
- B. Use all means necessary to protect the materials of this Section before, during, and after installation and to protect all objects designated to remain.
- C. Deliver all materials to the job site in their original containers, with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as accepted by the DOC Project Manager or representative.
- D. The Contractor shall immediately repair or replace any material damaged in shipment or during the course of the work as necessary for the acceptance of the DOC Representative and at no additional cost to the Owner.

**SECTION 23 06 00  
PACKAGED HVAC**

**1.06 CODE COMPLIANCE:**

The work of these sections shall comply with the following applicable codes.

- A. International Mechanical Code
- B. International Plumbing Code
- C. NFPA/NEC Electrical Code

**1.07 SEISMIC CONSIDERATIONS**

- A. All mechanical equipment and other equipment elements shall be installed to resist earthquake loads, as defined in the International Mechanical Code.

**1.08 ACCESSIBILITY**

- A. All equipment and components are to be installed in a manner that facilitates ease of operation, maintenance and repair including items such as motors, coils, valves, controllers, and tubes per the manufacturer's specifications.

**1.09 BASES AND SUPPORTS**

- A. The contractor shall furnish all necessary supports, rails, frames and bases required for the proper support of all equipment in the contract.
- B. Provide a housekeeping pad utilizing steel reinforced cast-in-place, Class "A": 3,000 psi at 28 day compressive strength concrete. All housekeeping pads shall extend at least six inches beyond the perimeter of the equipment. Suitable anchors and lag bolts shall be provided as means of fastening equipment to the housekeeping pad.

**1.10 SCAFFOLDING, RIGGING, AND HOISTING**

- A. The Contractor shall furnish all hoisting, scaffolding, rigging, and services required for the delivery and erection of all equipment, components, and materials required for project.

**SECTION 23 06 00  
PACKAGED HVAC**

**1.11 MAINTENANCE**

- A. The contractor shall ensure that all filters are in place on the equipment. New filters are to be installed prior to the testing of the system.
- B. The contractor shall provide the necessary preventative maintenance for all equipment, components, and controls until the final acceptance by the Engineer.

**1.12 CLEANING**

- A. The contractor shall be responsible for keeping the job site clean, neat and safe throughout the project. The contractor shall pick up the jobsite daily and remove and dispose of his debris daily.
- B. The contractor is responsible for thoroughly cleaning equipment and components and flushing all piping of all foreign matter, oils, burrs, solder, flux, etc. inside and out before start up and prior to final acceptance. All equipment damage resulting from incomplete or insufficient cleaning will be replaced at the contractor's expense.

**1.13 TESTING, ADJUSTING, AND BALANCING**

- A. All of the equipment, components and controls shall be subject to a full and complete operational test in the presence of the engineer. The contractor is to perform any final equipment adjustments necessary to get the equipment into a permanent operational condition.
- B. All equipment testing and adjusting shall be done by factory trained personal.

**1.14 OPERATING INSTRUCTIONS**

- A. The contractor shall submit three (3) complete bound sets of instructions for operating and maintaining all systems and equipment.
- B. The contractor shall physically demonstrate procedures for routine maintenance of all equipment to assure accessibility to all devices.

**PART TWO.**

**PRODUCTS**

**2.01 130 TON WATER COOLED CHILLER & PUMPS.**

- A. Manufacturers: (Chiller) Subject to compliance with requirements, provide products by one of the following:
  - 1. Trane
  - 2. Carrier
  - 3. McQuay
  
- B. Description: Nominal 130 ton, 208 volt 3 phase, factory-assembled and run-tested water chiller complete with base and frame, condenser casing, compressors, compressor motor and motor controller, evaporator, condenser coils, condenser fans and motors, electrical power, controls and accessories.
  
- C. Fabricate base, frame, and attachment to water chiller components strong enough to resist movement during a seismic event when water chiller base is anchored to field support structure.
  
- D. Compressor;
  - 1. Description; Unit is to be equipped with two semi-hermetic rotary compressors
  - 2. Compressor provided with suction and discharge service valves, crankcase oil heater, and suction strainer.
  - 3. Operating Speed: Nominal 3600rpm for 60Hz applications.
  - 4. Capacity Control: On-off compressor cycling.
  - 5. Oil Lubrication System: Automatic pump with strainer, sight glass, filling connection, filter with magnetic plug, and initial oil charge.
  
- E. Compressor Motor:
  - 1. Hermetically sealed and cooled by refrigerant suction gas.
  - 2. High-torque, two pole inductions type with inherent thermal-overload protection on each phase.
  
- F. Compressor Motor Controller:
  - 1. Across the line: NEMA ICS 2, Class A, full voltage, nonreversing.

**SECTION 23 06 00  
PACKAGED HVAC**

- G. Refrigeration:
1. Refrigerant: R-134a. Classified as Safety Group A1 according to ASHRAE 34.
  2. Refrigerant Compatibility: Parts exposed to refrigerants shall be fully compatible with refrigerants, and pressure components shall be rated for refrigerant pressures.
  3. Refrigerant Circuit: Each circuit shall include a thermal-expansion valve, refrigerant charging connections, a hot-gas muffler, compressor suction and discharge shutoff valves, a liquid line shutoff valve, a replaceable-core filter-dryer, a sight glass with moisture indicator, a liquid-line solenoid valve, and an isolated suction line.
  4. Refrigerant Isolation: Factory install positive shutoff isolation valves in the compressor discharge line and refrigerant liquid-line to allow the isolation and storage of the refrigerant charge in the chiller condenser.
  5. Refrigerant relief valves: They are to be piped outside away from windows and air intakes. Piping is to be copper or black iron. Note this includes piping the existing chiller relief valves as well.
- H. Evaporator: The evaporator shall be direct expansion, shell-and-tube type with copper tubes rolled into steel tube sheets. It shall be insulated with  $\frac{3}{4}$  inch closed cell polyurethane insulation and designed for 150psi water side working pressure and 354psi refrigerant side pressure. It shall be designed in accordance with ASME Pressure Vessel Code, Section VIII, and have ANSI B9.1 pressure relief valves.
- I. Condenser: Horizontal shell and finned tube type with steel shell and integral finned copper tubes rolled into steel tubes sheets. The condenser shall be a cleanable through tube construction and be equipped with intermediate tube supports and construct in accordance with the requirements of ASME Unifired Pressure Vessel Code Section B9.1 Safety Code.
- J. The chiller shall have factory insulation on all cold parts and a single relief valve.
- K. The chiller shall have a high efficiency rating of 0.694kw/ton or better.

**SECTION 23 06 00  
PACKAGED HVAC**

- L. Valves: New isolation valves are to be installed on the evaporator and condenser piping prior to entering the chiller.
- M. Thermometers and gages: Install new well thermometers and pressure gages on all piping entering and leaving the new and existing chiller as well as the return and supply of the interior loop circulating pumps. Provide threaded ports if ones don't exist or will not accommodate.
- N. Piping: Piping is to be reconfigured in a way to allow the new chiller to sit in the same location as the existing chiller. This needs to be done in a way as to still be able to open the entry door to this area. To be explained and discussed during the walk through pre-bid.
- O. Pumps: Both interior loop pumps are to be replaced and sized accordingly to be able to use one pump at a time to circulate and handle the load. Pumps are to be 208 volt, 3 phase The new pumps are to have isolation valves on the supply and return as well as check valve for each pump. The pumps are to be outfitted with a VFD to control each pump individually. The VFD's are to be controlled according to the flow on the interior loop. All necessary controls and equipment to facilitate that is to be included. This includes any piping changes or pressure switch's that need to be added. The differential pressure is to be determined by the contractor and agreed upon after an inspection of the existing system and piping.
- P. VFD Variable Frequency Drive(s): VFD's are to be provided and used with the new interior loop pumps. Their operation are to be incorporated with the upgraded energy management system.
- Q. Electrical: All necessary electrical piping, wiring, disconnects, breakers, including new feeds if needed are to be included with the installation of the chiller.
- R. Training
  - 1. Provide training on the operation of the Chiller. Provide training on the preventive maintenance and cleaning of the chiller.

**2.02 COOLING TOWER & PUMPS**

**SECTION 23 06 00  
PACKAGED HVAC**

- A. Furnish and install a 278 ton, factory-assembled, induced draft, counter-flow cooling tower with vertical air discharge conforming in all aspects to the specifications. The equipment is to be able to physically fit in the same area as the current cooling tower. Giving it adequate room to work on it and be able to get by it.
- B. Thermal Capacity:
1. The cooling tower(s) shall be warranted by the manufacturer to cool 704 USGPM (l/s) of water from 95.5°F(°C) to 85 °F(°C) at 78°F(°C) entering wet bulb temperature. Additionally, the thermal performance shall be certified by the Cooling Technology Institute in accordance with CTI Certification Standard STD-201. Lacking such certification, a field acceptance test shall be conducted within the warranty period in accordance with CTI Acceptance Test Code ATC-105, by the Cooling Technology Institute or other qualified independent third party testing agency. Manufacturer's performance guarantees or performance bonds without CTI Certification or independent field thermal performance test shall not be accepted. The cooling tower shall comply with the horsepower per cooling ton energy efficiency requirements of ASHRAE Standard 90.1.
- C. Corrosion Proof Construction: Unless otherwise noted all panels and structural members shall be constructed of Seamless, Unitarily Molded, High Density Polyethylene.
1. Shell shall be seamless, double-wall, non-corroding, hi-impact high-density polyethylene (HDPE) of leak proof design. Conical transition of shell to motor/fan assembly with separate polyethylene velocity recovery stacks. The shell shall exceed .300" average thickness. The structural shell shall be capable of withstanding inlet water temperatures up to 175°F on a continual basis. The tower shell shall withstand impact of 160 in-lbs per ASTM D2794 without fracture or penetration of the HDPE.
  2. Shall withstand 6000 hours of ultraviolet radiation equivalent to 120,000 hours of noontime sun exposure without loss of functional properties;
  3. Shall withstand 200 thermal shock cycles between - 25°F and +180°F (-32°C and 82°C) and without deterioration;

**SECTION 23 06 00  
PACKAGED HVAC**

4. Shall withstand 6000 hours of exposure to 60 psi (42184.2 kg/m<sup>2</sup>) water jet without signs of wear or erosion.
  5. Cooling tower structural HDPE shell & sump shall be supplied with a warrantee against corrosion for 20 years.
- D. Wind and Seismic Forces:
1. When supported as recommended, the unit shall be suitable for applications requiring equipment anchorage to resist wind loads ranging from 100mph to 150mph. Wind loading and anchoring calculations to be completed in accordance with the appropriate revisions of the International Building Code (IBC) and the American Society of Civil Engineers "Minimum Design Loads for Buildings and other Structures" (ASCE 7-05). Seismic forces appropriate for the location shall also be considered. Minimum Seismic Loads are to be as required for Seismic Zone 4 assuming an Importance factor of 1.0, and soil profile SD, and rigid mounting to the supporting structure per the 1994 Uniform Building Code. All calculations shall be reviewed and certified by a third party Professional Engineer.
- E. Cold Water Basin:
1. The cold water basin shall be seamless, double-wall, non-corroding, hi-impact HDPE. Basin shall include a depressed section with drain/clean-out connection. The basin area under the fill shall be sloped a minimum of 3% toward the depressed section to facilitate cleaning. Standard basin accessories shall include a corrosion resistant make-up valve with a large diameter plastic float for easy adjustment of operating water level.
- F. Water Outlet:
1. The water outlet connection shall designed to accept an ASME Class 150 flat face flange. The outlet shall be provided with strainers having perforated openings sized smaller than the water nozzles and an anti-vortexing device to prevent air entrainment.
  2. Install new well thermometers and pressure gages on all piping entering and leaving the new cooling tower. Provide threaded ports if ones don't exist or will not accommodate.
- G. Water Distribution System:

**SECTION 23 06 00  
PACKAGED HVAC**

1. The distribution system shall be furnished with a single water inlet. Totally enclosed, non-corroding, polyvinyl chloride (PVC) pipe with large orifice non-clog spray nozzle distribution system. Threaded nozzle orifices shall be interchangeable allowing substitution of larger diameter orifice for increased flow conditions without increasing inlet pressure.
- H. Fan(s):
1. Fan(s) shall be axial flow with FRP blades selected to provide optimum cooling tower thermal performance with minimal sound levels. Air shall discharge through a fan cylinder designed for streamlined air entry and minimum tip clearance for maximum fan efficiency. The top of the fan cylinder shall be equipped with a removable fan guard
- I. Fan Drive:
1. The fan(s) shall be direct-driven for optimum efficiency, eliminating any belt drive or gearbox efficiency losses.
- J. Fan Motor:
1. Fan motor(s) shall be NEMA Premium Efficiency, 900rpm, 3-Phase, totally enclosed air over (TEAO), reversible, squirrel cage, ball bearing type designed specifically for cooling tower service. The motor shall be furnished with special moisture protection on winding, shafts, and bearings, utilize class F insulation, and carry a 1.15 Service Factor, and be appropriately labeled for "severe duty."
- K. Variable Frequency Drive(s):
1. A variable frequency drive (VFD) shall be provided for each fan motor. In the case of a tower with multiple fans on a single cell, the VFD shall be sized to control all of the motors from each cell to a single speed. Each motor shall have individual overload protection within the VFD package. The VFD shall have a 3-contactor bypass, 3% input line reactor, a removable keypad, an RS232 terminal for PC connection, and a fused protection disconnect switch. VFD shall be provided in a NEMA (1)(3R) enclosure. The VFD shall be integrated with the upgraded energy management system. The system should be able to view and control the VFD's.

**SECTION 23 06 00  
PACKAGED HVAC**

- L. Fill and Drift Eliminators:
1. The fill and drift eliminators shall be formed from self-extinguishing (per ASTM- 568) polyvinyl chloride (PVC) having a flame spread rating of less than 20 per ASTM E84 and shall be impervious to rot, decay, fungus and biological attack. The fill shall be suitable for entering water temperatures up to and including 140°F (60°C). The fill shall be manufactured, tested and rated by the cooling tower manufacturer and shall be elevated above the cold water basin to facilitate cleaning.
- M. Air Inlet Louvers:
1. Air inlet louvers shall be separate from the fill and be removable to provide easy access for inspection of the air/water interface at the louver surface. Louvers shall prevent water splash-out during fan cycling and be constructed of maintenance free, corrosion resistant, UV protected, PVC
- N. Plenum Access/Ladder/Safety Cage:
1. Access panel shall be provided for access into plenum section.
  2. Provide and install an aluminum ladder including skid resistant rungs and a landing platform for access to the water distribution system and fan/motor access.
  3. Provide and install an upper safety handrail system to provide protection on top of the tower to allow greater working area for maintenance.
  4. Provide and install a safety cage above the ladder landing platform for extra protection while accessing the top of the tower.
- O. Safety Switch(es)/Electrical:
- P. A heavy-duty, non-fusible safety disconnect switch shall be provided by the manufacturer of the evaporative cooling equipment. Switch shall be single throw, 3-pole design, rated up to 600 VAC. Switch shall have triple padlocking capability, a visible double break rotary blade mechanism, a clearly visible On/Off handle, an interlocking mechanism to prevent door opening with handle in On position, and a clear line shield. Safety switch shall be provided in a NEMA (1) (3R) enclosure. Electrical: All necessary electrical piping, wiring, disconnects,

**SECTION 23 06 00  
PACKAGED HVAC**

breakers, including new feeds if needed are to be included with the installation of the cooling tower.

- Q. Vibration cut-out switch:
  - 1. Provide mechanical local reset vibration switch. The mechanical vibration cut out switch will be guaranteed to trip at a point so as not to cause damage to the cooling tower.
- R. Training
  - 1. Provide training on the operation of the cooling tower. Provide training on the preventive maintenance and cleaning of the tower along with any winterizing procedures that need to take place.

**2.03 ENERGY MANAGEMENT SYSTEM.**

- A. Computer:
  - 1. A new computer is to be provided and to be equal or superior to a Dell Precision T3610. It is to run off of Windows Seven business edition 64 bit
  - 2. Andover controls Continuum Network controller is currently version 1.3 and needs to be flash upgraded to version 1.5
  - 3. A laser printer needs to be provided with the computer in order to be able to print screens and reports from the Andover system.
  - 4. 16 hours of training is to be provided on the energy management system and it's functionality
- B. Integration:
  - 1. Integrate the new chiller and cooling tower into the upgraded version of the energy management system. This is to reflect the VFD's that are to be installed on the interior pumps as well as the cooling tower. The operator should be able to view, operate and override the VFD's from the computer. All necessary components, software and graphics to do this are to be included.
- C. Functional Test and Diagnostics:
  - 1. Perform a complete functional test of the energy management system and the operation of its components that are installed as part of this project.
  - 2. The test is to be done upon completion of the new equipment being installed and functional.

**SECTION 23 06 00  
PACKAGED HVAC**

2.04 ABOVE GROUND PIPING.

- A. Steel Pipe: ASTM A53; Schedule 40 seamless carbon steel.
  - 1. Cast Iron Fittings: ANSI/ASME B16.1, flanges and flanged fittings; ANSI/ASME B16.4 screw fittings.

2.05 PIPE HANGERS AND SUPPORTS

- A. Hangers for pipe sizes 2 inches and over: Carbon Steel, adjustable, clevis.

**PART THREE.**

**EXECUTION**

3.01 INSTALLATION

- A. Install equipment according to manufacturer's written instructions. All equipment shall be level and plum, firmly anchored, and maintaining manufacturer's recommended clearances.
- B. All pipe connections will be made in such a way as to not interfere with the maintenance or repair of the chiller, including the tubes. The chiller evaporator and condenser piping is to be modified in a way as to allow the installation of the chiller in the current location and still allow the entry door to this area to swing open. Details to be discussed during the walk through.
- C. Refrigerant relief valves on the new chiller as well as the existing chiller are to be installed and piped to the outside away from any windows or air intake louvers. The piping material is to be copper or black steel.
- D. New isolation valves are to be installed on all the piping entering the new chiller, interior circulating pumps and cooling tower.
- E. Check valves sized accordingly are to be installed on each of the interior loop circulating pumps.
- F. The chiller shall be provided with a suitable housekeeping pad, complete with vibration dampening pads if required per the manufacturer's specifications. The existing housekeeping pad

**SECTION 23 06 00  
PACKAGED HVAC**

can be re-used if it is in acceptable condition and is of adequate size.

- G. The installing contractor shall paint damaged and abraded factory finish with touch-up paint matching factory finish.
- H. Contractor is to seek out and handle all rebates that the equipment qualifies for. Including any Utility rebates.

**END OF SECTION 23 06 00**

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

Rate Schedule Issued (Date): \_\_\_\_\_

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

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

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

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

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

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

## STATUTE 31-55a

### - SPECIAL NOTICE -

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

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

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

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

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

## OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**
  - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
  - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
  - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
  - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
  - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves

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

- **CLEANING LABORER**

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

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **\*License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**
  - Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
  - Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.
- **GLAZIERS**
  - Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.
- **IRONWORKERS**
  - Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- **INSULATOR**
  - Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.
- **LABORERS**
  - Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.
- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate
  1. Removal of lead paint from bridges.
  2. Removal of lead paint as preparation of any surface to be repainted.
  3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
  1. Removal of lead paint from any surface NOT to be repainted.
  2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

- Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental

roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

- **Definitions:**

- 1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
  - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;
  - (b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

- 2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

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

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

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

- Truck Drivers **are not** covered in the following instances:
  - Material delivery truck drivers while off “the site of the work”

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

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

**For example:**

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

*Any questions regarding the proper classification should be directed to:*

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

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

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

\*IF REQUIRED

\*SEE REVERSE SIDE

PAGE NUMBER \_\_\_\_ OF \_\_\_\_

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as

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

**Section A:**

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

\_\_\_\_\_  
 (Signature) (Title) Submitted on (Date)





**\*FRINGE BENEFITS EXPLANATION (P)\***

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09

I, Robert Craft of XYZ Corporation (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (b), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

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

**Section B: Applies to CONNDOT Projects ONLY**

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

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

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

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

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

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

### **Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

### **Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

### **Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

### **Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says:

(Type of print name)  
that he or she is the \_\_\_\_\_ of  
(Type or print title)

\_\_\_\_\_, who submits herewith  
(Type or print name of company/firm)

to the \_\_\_\_\_ the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body or non-profit entity, which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal.
- (c) did not, in any manner, directly or indirectly, see by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else.
- (d) Did not directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_

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

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

**WARNING:** Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and notarial seal.

