

ADDENDUM NO.: 1.0

DATE OF ADDENDUM: May 5, 2015

**Campus Site Improvements
Naugatuck Valley Community College, Waterbury, Connecticut
BI – CTC – 436**

Original Bid Due Date / Time **Date: May 14, 2015** **Time: 2:00 PM**

Revised Bid Due Date / Time **Date: May 21, 2015** **Time: 2:00 PM**

Previous Addenda: None

TO: Prospective Bid Proposers:

This Addendum forms part of the "Contract Documents" and modifies or clarifies the original "Contract Documents" for this Project dated January 15, 2015. Prospective Bid Proposers shall acknowledge receipt of the total number of the Addenda issued for this Project on the space provided on Section 00 41 00 Bid Proposal Form. Failure to do may subject Bid Proposers to disqualification.

The following clarifications are applicable to drawings and specifications for the project referenced above.

GENERAL

Item 1.

The bid opening will be changed from (May 14, 2015) by 2pm to (May 21, 2015) by 2:00pm.

Please deliver bids on May 21, 2015 prior to 2:00pm to:

By Hand:

The Morganti Group, Inc. Field Office located adjacent to: The Founders Hall Project, 750 Chase Parkway, Waterbury, CT
C/O The Morganti Group, Inc.

By Mail:

Bids delivered by mail or prior to May 21, 2015 to: Attention Bob Divjak (203) 575-8235, Naugatuck Valley Community College, 750 Chase Parkway, Waterbury, CT

Clearly mark on the outside of your sealed envelope: BID ENCLOSED CAMPUS SITE IMPROVEMENTS BI-CTC-436.

Item 2.

List of pre-bid attendees is attached, 3 pages

Item 3.

Bid Documents for bid submittal. We have put together all of the bid documents you need to submit with your bid into one package for ease of bidding. Please use these forms when submitting your bid. Completely fill out the following (unless noted otherwise)

Bid Proposal Form:

The Morganti Group, Inc. Exhibits A-J (signature page only) (note for Exhibit B only include the one for your bid package)

The Morganti Group, Inc. Exhibits H Labor Rates

Certificate of Authority

Statement of Bidders Qualifications

Non-Collusion Affidavit

Bid Bond 10% (note bids under \$50,000.00 do not need to provide)

DAS Certification Form and Update Statement (Only required for BP#1 Site Work and BP#7 Site Electrical)

Notification to Bidders

Contract Compliance Data Form

ADDENDUM NO.: 1.0

DATE OF ADDENDUM: May 5, 2015

Contractor Minority Business Utilization Form (Include this form but do not fill out, the selected apparent low bidder will have 10 working days to provide)

Affidavit for Certification of Bidder Form (Include this form but do not fill out, the selected apparent low bidder will have 10 working days to provide)

Surety Letter (note only provide if your bid is over \$250,000.00, bidders whose bids are less than \$250,000.00 will not have to provide a performance and payment bond)

Item 4.

Schedule and Phasing: The construction and phasing schedule have been updated please see "Exhibit C" attached.

Item 5.

The Prevailing wage rate schedule for this project is attached.

Item 6.

The insurance requirements for bidders are included herein, see pages 26-28 of 32 from our CMR agreement with the State of CT. Bidders are responsible to carry insurance as noted from section 8.1.6 to 8.1.8.

Item 7.

Please see the sketch attached.

DRAWING E1.5 - REPLACE "COMMUNICATIONS DUCTBANK" DETAIL WITH DETAIL SHOWN IN AD1-SK-E1.5-1.

Item 8.

Bid Package #1 Site Work: Please add the following items to your scope of work and include in your bid.

- a.- Carry an allowance of \$5,000.00 to relocate the CA's Field Office currently located in the parking Lot F to facilitate work in this area prior to fall of 2016.
- b.- Include an allowance of \$3,000.00 to remove a dead tree and associated brush and ground cover between the CM and CA's trailer east of Lot F.
- c.- All trees removed as part of Bid Package #1 are the property of the Owner, coordinate with The Morganti Group and removed trees the Owner may wish to use for salvaged wood. Dispose of the rest legally.

Item 9.

Answers to Request for Information, (RFI's) as follows:

RFI-001:

Please advise to where we can get the plans and specs.

Answer: Plans and specifications are available from the Morganti Group, Inc. web site, go to:

www.morganti.com

at top of page click on "for subcontractors".

on next screen click on "NERO Bid Documents"

username is: morgantiNERO@gmail.com

password is: nero0001.

on next screen the bid documents are in the NVCC Campus Site Folder and you can download from there. All addendums will be posted to this site so check often.

Printed copies are available through Advanced Reprographics at cost of printing and mailing. This cost is non-refundable. Their phone number is: 860-410-1020.

RFI-002:

We are interested in submitting a proposal on this project and appreciate the invitation.

However, without the details of the Bid Package scope, we are unsure if the site concrete package is only for the concrete walks and curbs, etc. or would also include the excavation and prep sub grade work.

Answer: Please refer to the scope of work for bid package #02 Site Concrete Work for specific details. It is the intent that the Bid Package #01 Site Work contractor shall excavate and prepare all work for the BP#02 Concrete contractor. The BP#02 Concrete contractor shall be responsible to place and finish new concrete work only.

ADDENDUM NO.: 1.0

DATE OF ADDENDUM: May 5, 2015

RFI-003:

With the cost of the hot mix being a major contributing factor in this bid, will the state consider using the DTDOT specification for indexing the cost of the oil used to manufacture the hot mix?

Answer: Yes. Bid Package #01 Site Work and Bid Package #07 Site Lighting shall use the following when submitting their bid: Asphalt materials will be adjusted based on the Connecticut Department of Transportation Asphalt Price Adjustment Index for performance graded binder.

Provide quantities of paved binder course and paved finish course in tons and square yards see the proposal form included in this addendum for details.

Bid Package #1 and Bp#7 shall use the rate of \$540.00 english ton (average DOT index rate for performance graded binder January 2015 to May 4, 2015) for the basis of their bid to calculate the cost adjustment and the amount paid to the contractor using the DOT Rate that is in effect at the time material arrives on the project.

RFI-004:

I cannot locate, from notice to bidders, Exhibit a, c, d, e or f nor any of the item 8 documents. This whole process would be so much simpler if Morganti would place all the required bid documents in a Bid Package Proposal.

Answer: Yes. See item #3 above the necessary bid documents required for bid submittal have been placed into a package and are attached to this addendum.

RFI-005:

Site Contractor Scope of Work, item 17, "The Site Contractor shall provide dumpsters for All the debris generated by this bid package and all other bid packages contractors, legal disposal." As a Site Contractor we do not have an understanding of the other bid package work, can you please indicate how many dumpsters the other bid package contractors will require, or set an allowance for this work?

Answer: The BP#1 Site Work Contractor shall carry an allowance of \$5,000.00 for dumpsters to be used by bid packages #2,3,4,5,6 &7. The BP#1 Site Work contractor is responsible for their dumpsters, legal disposal for their work and should carry the cost in their bid.

RFI-006:

311000 Site Clearing, 3.7F, Please provide a location or maximum distance for the delivery of excess topsoil.

Answer: Excess topsoil will stay on the NVCC Campus Site, coordinate delivery and unloading with the Morganti Group, Inc. Travel distance round trip on site should be less than 1 mile.

RFI-007:

I am concerned especially about the site logistics plan as there is usually considerable cost associated with that work During what period will we be responsible for snow removal, dust control, temporary facilities etc?

Answer:

See Exhibit C Schedule Narrative attached: The project will be done in two (2) phases. Phase 1, 2015 and Phase 2, 2016. Contractors are only responsible during these time frames as work needs to be completed and finished in each phase. Temporary facilities can be removed such as porta-johns, fencing, utilities during the period between phases so you do not incur costs when no work is going on. Please review Exhibit C and your bid package scope of work for these responsibilities.

RFI-008:

Exhibit C w/site logistics plan, phasing plan and the project schedule are missing from the bid documents, will they be included in Addendum No 1??

Answer: Yes. See item #4 above the necessary bid documents required for bid submittal have been placed into a package and are attached to this addendum.

ADDENDUM NO.: 1.0

DATE OF ADDENDUM: May 5, 2015

RFI-009:

Exhibit E, Article 53, W/MBE Participation, last sentence states....."and of that work 35% subcontracted with DAS certified Minority, Women and /or disabled owned business(s)."Other sections of the bid documents state....."and of that work 10% subcontracted....." Which is the correct value???

Answer: The CHRO percentages are as follows: 35% set-aside contractors of which 10% of the 35% need to be State certified minority business MBE, women owned, veteran and disadvantage business. The Set-Aside program includes SBE (small business enterprises) along with MBE, WBE, Veteran and Disadvantaged.

RFI-010:

Morganti Group Subcontract Agreement, Article #2, paragraph b: Payments, "progress payments due to the Subcontractor in the amount of 90%....."

Paragraph g: "Final payment shall be made.....after the entire Project is complete."

Is there any allowance for reduction in retainage after 50% complete, at substantial completion, or any other milestone?? Ten percent is a very large retainage to be held for the entire duration of a project.

Answer: The 10% is correct. Between what the State holds and CHRO holds this figure is correct. Final payment will be made after completion of the "Campus Site Improvements Project" which ends in Fall 2016 and will not be held until completion of the Founders Hall Project which is not schedule for completion until Spring 2017. The Morganti Group, Inc. will entertain reduction of retainage after Phase 1, in 2015 provided the work completed is signed off by the State, Engineer and CHRO approval has been meet.

RFI-011:

Drawing C3.1 , Lot D @ the intersection of the West Access Driveway. there is a note "Replace existing CB frame," with an arrow pointing toward an ex'g double grate catch basin.

Drawing C4.1, same location, there is a note..... "New type C DG CB to replace existing."

I assume that we are to replace only the catch basin top, not the entire catch basin, am I correct in this assumption???

Answer: Only the top is being replaced (including new frame & grate) and adjusted to the proposed grade.

RFI-012:

Does the campus have any need Asphalt Millings from the repaving operations, either in 2015 or 2016?

Answer: At this time it has not been determined if the Campus can use this material.

RFI-013:

I was wondering if the Bid package-7 for the Electrical included the technologies and audio part of the school. My company installs technology and Audio/Video in schools. Some bids include the technology and audio/video in with the electrical.

Answer: The project is for site improvements and not building structures. The plans and specifications availability are noted in item RFI001 listed above. Please review the bid documents to see if there is any work your firm may be interested in.

RFI-014:

Drawing C5.3, Drainage structure on the right side of station 23+50 is designated as A Type A Catch basin with Sediment Chamber.

There is no detail included in the bid documents for that type of structure, please Provide a detail for this type of drainage structure.

Answer: to be answered in addendum #2

ADDENDUM NO.: 1.0

DATE OF ADDENDUM: May 5, 2015

RFI-015:

Exhibit E: Project Specific Requirements for Subcontractors, Article 33: Liquidated Damages
Paragraph 33.1,”the agreed liquidated damages for the Project are \$5,210.00 per day....”

This is an excessive amount of money for a project of this scope and value! CDOT projects on Interstate roadways are not \$5,210.00 per day.

We request that this item be revisited and the liquidated damages be revised to a number more in line with the scope and value of this proposed contract.

Answer: The liquidated damages amount for the Campus Site Improvement project will be \$987.00 calendar day and tied to the Campus Site Schedule and not the Founders Hall Schedule.

RFI-016:

We are unable to locate the following documents in the specifications, exhibit C, project schedule, site logistics plan and phasing plan..

Answer: Yes. See item #4 above Exhibit C along with a Site Logistics Plan have been placed into a package and are attached to this addendum.

RFI-017:

Specification Section 33 41 00, Storm Drainage. The proposed Type C Catch Basins which are located in the full depth construction areas---Lots E, F, East Access Road are to be constructed as shown in the details on C6.4, with concrete curb, Type C tops. These catch basins are all located in areas with new granite curbing. Should the detail for catch basins located in the granite curb areas be provided with granite curb inlets in lieu of Type C tops??? If so, please provide the appropriate detail for this item.

Answer: No use the use the tops as shown on the detail.

RFI-018:

Exhibit F Section 004106 Insurance States “to be issued by addendum”
When will you be issuing the addenda with such information.

Answer: Yes. See Exhibit F that has been included and attached to this addendum

RFI-019:

Will addendum #1 include the prebid attendees as well as the insurance requirements?

Answer: Yes. See items herein.

RFI-020:

Alternate Material Supplier, Specification Section 32 16 40—Granite Curbs
We request that the following additional suppliers be added to the list of approved granite curb suppliers:

1. Williams Stone, East Otis, Mass.
2. North Carolina Granite, Mt Airy, North Carolina

Answer: These suppliers are acceptable provided they can meet the specifications.

RFI-021:

What else will be included in the addenda, I notice there is no exhibit c attached “Schedules and Logistic” if the notice of intent is not to be until July, commencement in August?? Is there a winter shut down period? How many days in the schedule??

Answer: See items herein.

ADDENDUM NO.: 1.0

DATE OF ADDENDUM: May 5, 2015

RFI-022:

When are the State of CT. General Statutes forms due?

Answer: See item #3 above for bid proposal requirements.

RFI-023:

Sheet E1.3 shows a Telecommunications conduit and vaults located in the North Access Road and Lot E-North. Is this item included in the Founder's Hall project or is the work included in the Site Improvements Project??

Answer: to be answered in addendum #2

RFI-024:

Specification Section 31 23 10—Bioretention Soil

Since the Rain Garden in Lot G (Supplement No 1) has been deleted from the scope of work, this item is no longer required, is this assumption correct?

Answer: Bioretention Soil has been removed from the project in its entirety.

RFI-025:

Specification Section 32 91 15—Topsoil and Planting Mix BP #4, Site Landscaping, Scope of Work, Paragraph 3. We interpret this item to mean that the landscape subcontractor will furnish and install all planting mix soils and BP #1 will furnish and install all topsoil for lawn areas. Is that correct

Answer: Yes this is correct

RFI-026:

Who is responsible for the crushed stone in the bottom of the tree pits where there is no underdrain requirements?

Answer: Bid Package 1 will supply crushed stone at tree pits where there is no underdrain

All questions must be in writing (not phone) and must be forwarded to the attention of Edward Barrett of the Morganti Group, Inc. e-mail ebarrett@morganti.com or by fax to 203-790-6138.

End of Addendum One

PROPOSAL-FORM

TO: The Morganti Group, Inc. Construction Field Office located adjacent to Founders Hall, 750 Chase Parkway, Waterbury, CT deliver bids to the Morganti Field Office

FOR: State Project No.: BI-CTC-436, Campus Site Improvements, Naugatuck Valley Community College, Waterbury, CT"

We have examined the Contract Documents and the site for the captioned project. We are familiar with all of the requirements of the Documents and existing conditions relative to the execution of this Work. The noted Bidder hereby proposes to furnish and install all work, labor, material, transportation, protection, apparatus, engineering, equipment, tools, scaffolds, appliances, documentation, services, and all other means and conditions necessary for the Bid Package including, but not limited to, all work required by the Project Drawings and Specifications as listed in Exhibit "A", the Scope of Work as itemized in Exhibit "B", and all requirements of the Morganti Group Inc. (MGI) Subcontract Agreement for the totally inclusive lump sum amount, including all sales and use taxes as applicable.

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

Addenda # _____ Dated: _____

BID PACKAGE NO.

Name of Bidder: _____

Address: _____

BASE BID: I will furnish all labor, materials, equipment and services necessary to perform the work required by the bid documents and will take in full payment therefore the lump sum prices of:

_____ DOLLARS

and _____ CENTS (\$ _____)

BP#1 and BP#7 DOT method of adjusting the cost of the work (asphalt materials) include your quantities here:

Binder Course: _____ quantity in tons. _____ area in syds. \$540.00/ton DOT Rate \$

Finish Course: _____ quantity in tons. _____ area in syds. \$540.00/ton DOT Rate \$

Include in base bid Allowances as/if described for work of this bid package in the Specifications 01 20 00 Contract Considerations and or the Exhibit "B" Scope of Work.

If submitting a combination bid, the combination bid must be sent separately from the individual bid packages in a separately sealed envelope marked as such, with accompanying bid security.

Provide supplemental pricing for associated bid package work as described in Section 01-23-13 of the specifications.

Supplemental Bid No.0 Lot E and East Entrance Drive

ADD: _____

\$ _____

_____ Dollars and _____ Cents

Supplemental Bid No.1 Lot G

ADD: _____

\$ _____

_____ Dollars and _____ Cents

Supplemental Bid No.2 Emergency Phones

ADD: _____

\$ _____

_____ Dollars and _____ Cents

Supplemental Bid No.3 West Entrance Repairs

ADD: _____

\$ _____

_____ Dollars and _____ Cents

UNIT PRICES

Unit Prices will be solicited as noted in Section 01 20 00 Contract Considerations. If the Contractor is accepted in the award of this Contract, they shall be used in establishing the adjustment of contract price for additions to or deductions from the work in accordance with the applicable section of the Subcontract Documents. Unit Prices noted in Section 01 20 00 Contract Considerations will be the basis and shall be written into the Subcontract Agreement.

This project is a prevailing wage rate project per the Connecticut General Statutes and all amendments. Bidder acknowledges that it has informed itself as to the proper wage based on the State of Connecticut Prevailing Wage Rate and all cost is included in the above base bid price. The cost of Labor and Material Payment Bond, and Performance Bond, is included in above base bid. This Bid Package proposal price is valid for one hundred twenty (120) calendar days from the date of the bid opening. Bidders should be aware that this hold period is required as the State funding for this project will not occur until late June 2015 with a notice to proceed with construction not anticipated until late July 2015.

Bid Security is required for (see Notice to Bidders section 00 21 19 for specific details as only bidders whose bids are over \$50,000 are required to provide a bid bond). This bid must be accompanied by cashier's check, certified check of the bidder, or a bid bond prepared on an AIA A310 or AGC ConsensusDOC 760 Bid Bond form, duly executed by the bidder as principal and having as surety thereon a surety company in the amount not less than five (10%) percent of the amount of the bid. Such checks or bid bonds shall be returned to all except the three lowest formal bidders within three (3) working days after the Bid opening date. The remaining checks or bid bonds will be returned to the three lowest bidders within two (2) working days after MGI and the accepted bidder has executed the Subcontract or if no Subcontract has been executed within the above proposal price valid time from bid opening, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

Bidder shall not include in their bid proposal nor shall they charge for any state, local or federal taxes for any fixtures or property to become a permanent part of the project due to the State of Connecticut exempt status. The Bidder is responsible for all other project related state, local or federal taxes that are not exempt.

LOWER TIER SUBCONTRACTS

The successful bidder shall provide a list of lower tier subcontractors and vendors/suppliers within 48 hours of award of the subcontract. List shall include lower tier subcontractors or vendor/suppliers name, address, telephone and fax numbers, contact person, work being performed, FEIN/Social Security numbers and Connecticut Tax Registration Numbers.

ADDENDUM RECEIPT

The undersigned hereby acknowledges receipt of Addenda Nos. __ through __ inclusive and have included their provisions in the Bid.

ERROR CERTIFICATION

The undersigned certifies that the attached list includes any and all defects, errors, inconsistencies or omissions in the Bidding Documents of which he is aware, either directly, or by notification from any sub-bidder or material supplier.

If none, enter *NONE*: _____

In submitting this Bid, I agree:

To accept all provisions of the Project Contract, Project Manual including Drawings and Addenda.

If awarded on the basis of this bid, to enter into and execute the Morganti Subcontract Agreement without modifications, and to furnish a Performance and Labor and Materials Bond (see Notice to Bidders section 00 21 19 for specific details as only bidders whose bids are over \$250,000 are required to provide a performance and payment bond.) on acceptable AIA or AGC Forms required for the amount indicated and shall return fully executed Subcontract Agreement to Morganti within seven (7) days upon receipt of Subcontract.

To accomplish the Work in accordance with the Subcontract Documents, in the time stipulated therein.

To cooperate in every respect with the Construction Manager, Engineer, Owner and other Subcontractors working on this Project. Including cooperating with the suppliers and installers of equipment, if any, purchased by the Construction Manager under separate contracts.

The undersigned further attests and affirms that:

The Bidder has not colluded with any other person in regard to this Bid or any component Sub-bid. No person employed by the Contractor has exercised influence, provided confidential information, or stands to profit from this Bid or the Work described in the Bid Documents.

The Bidder has a current appropriate license from the State of Connecticut.

The Bidder is not presently barred from bidding or performing work in any jurisdiction, due to noncompliance with Affirmative Action or Equal Opportunity regulations. The Bidder is not on the list of disqualified contractors maintained by the Connecticut Department of Labor for persons or firms who have been found to disregard of their

obligations under Connecticut General Statutes §31-53, et seq. as amended, and Connecticut General Statutes §31-76, nor have they been barred from Federal Government contracts in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C §276a-2.

BIDDER

Name of Firm

Address

Signature

Title

Date

(Corporate Seal, if applicable)

All spaces must be filled in the bids to be formal. If bidder is a corporation, write state of incorporation. If partnership, give full names of all partners. Attach copy of current Power of Attorney if appropriate.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within *one hundred twenty (120)* days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within seven (7) days after such date of mailing, telegraphing or delivering of such notice, deliver to the Morganti Group, Inc. the Performance Bond / Payment Bond, Insurance Certificate, Executed Contract, and Corporate Resolution Form.

_____**
Firm Name

Address

Telephone

By (signature)

Signed by (printed or typed)

Title

Dated

* Cross out words which do not apply.

** If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of _____".
If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of _____".

Full names and residences of all persons interested in this Proposal as principals are as follows:

Name: _____ Address _____

Name: _____ Address _____

STATE OF

SS:

COUNTY OF

_____ the
signer of the above Proposal, being duly sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this _____ day of
_____, 2015 .

Notary Public

Exhibit A Contract Documents



PROJECT: NVCC Campus Site Improvements
 LOCATION: Waterbury, CT
 OWNER: State of Connecticut
 ARCHITECT: Macchi Engineers
 BID PACKAGE NO.: Applies to All Bid Packages
 TRADE DESCRIPTION: Applies to All Trade Contractors & Subcontractors

C 5.14	East Driveway Miscellaneous Details – Curved Guiderail Treatment Detail
C 5.15	East Driveway Miscellaneous Details – R-B End Anchorage Type I and II
C 5.16	East Driveway Miscellaneous Details
C 5.17	East Driveway Miscellaneous Details
<hr/>	
C 6.1	Site Roadway and Signage Details
C 6.2	Sidewalk, Ramps, Curb and Fence Details
C 6.3	Storm Manhole, End Wall and Flared End Details
C 6.4	Storm Drainage, Water, and Miscellaneous Details
C 6.5	Underground Storm Drainage Chamber Details
<hr/>	
L 0.0	Site Planting Overall
L 1.1	Site Planting Southwest Campus
L 1.2	Site Planting Northwest Campus
L 1.3	Site Planting East Campus
L 1.4	Planting Enlargements Plant List and Details
<hr/>	
E 1.1	Campus Lighting Plan
E 1.2	Campus Lighting Plan
E 1.3	Campus Lighting Plan
E 1.4	Campus Lighting Plan
E 1.5	Campus Electrical Miscellaneous Details
<hr/>	
S 1.1	East Entry Main Sign
S 1.2	Directional Signs

End of Drawing List

I have reviewed the above Exhibit A and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
NAME

MORGANTI GROUP INC.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #1 Site Work, Site Demolition, Paving and Utilities

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 1
Owner:	State of CT	Trade Description – BP#1 Site Work contractor

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____
SIGNATURE

BY: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436

Bid Package #02 Site Concrete Work

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 02
Owner:	State of CT	Trade Description – Site Concrete Bid Package Subcontractor

Allowances:

1. See section 01 20 00 Contract Considerations for allowances to be carried in your base for use by the CM, The Morganti Group at their discretion. See this scope of work for any other allowances required to be included in your bid. Any remaining balance will be credited to the Morganti Group Inc..

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____
SIGNATURE

BY: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #03 Site Fencing, Guard and Guide Rails Work

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 03
Owner:	State of CT	Trade Description – Site Fencing and Guard Rails

21. This bid package subcontractor shall provide pre-molded joint filler, joint sealer, caulking and backer rod where their concrete bases meets other concrete paving, concrete curbs and concrete steps in addition to the concrete foundation walls.

EXCLUSIONS:

1. None

Clarifications:

1. Please see specifications, drawings, bid form for unit prices and alternates.

Allowances:

1. See section 01 20 00 Contract Considerations for allowances to be carried in your base for use by the CM, The Morganti Group at their discretion. See this scope of work for any other allowances required to be included in your bid. Any remaining balance will be credited to the Morganti Group Inc..
2. See this Exhibit B Scope of Work for specific allowances to be carried in your bid.

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____
SIGNATURE

BY: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #04 Site Landscaping

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 04
Owner:	State of CT	Trade Description – Site Landscaping

1. None

Clarifications:

1. Any rock, if encountered, will be paid by unit prices.
2. Please see specifications, drawings, bid form for unit prices and alternates.

Allowances:

1. See section 01 20 00 Contract Considerations for allowances to be carried in your base for use by the CM, The Morganti Group at their discretion. See this scope of work for any other allowances required to be included in your bid. Any remaining balance will be credited to the Morganti Group Inc..
2. See this Exhibit B Scope of Work for specific allowances to be carried in your bid.

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____
SIGNATURE

BY: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #05 Pavement Markings

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 05
Owner:	State of CT	Trade Description – Pavement Markings Package Subcontractor

into the specifications then the basis of design or one of the listed manufacturers shall be provided in the base bid amount by this bid package subcontractor. A substitute manufacturer shall not be carried unless approved by the Architect in the pre-bid period. Where only 1 manufacturer is noted and “no substitutions” is noted or “or equal” is not noted, this bid package subcontractor shall carry the manufacturer listed in their bid price or submit a request for additional manufacturers prior to bid for approval by the Architect prior to bid day.

14. The BP#1 Site Work contractor is responsible to provide 8 benchmarks for elevation and x/y column grid control lines for all others to use. Locate benchmarks across the site in areas of new work coordinate with the Construction Manager. All other bid package subcontractors are responsible to layout their own work.

EXCLUSIONS:

1. None

Clarifications:

1. Please see specifications, drawings, bid form for unit prices and supplemental bids.

Allowances:

1. See section 01 20 00 Contract Considerations for allowances to be carried in your base for use by the CM, The Morganti Group at their discretion. Any remaining balance will be credited at the end of the contractors work.

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____
SIGNATURE

BY: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #06 Site Signage

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 06
Owner:	State of CT	Trade Description – Site Signage Package Subcontractor

into the specifications then the basis of design or one of the listed manufacturers shall be provided in the base bid amount by this bid package subcontractor. A substitute manufacturer shall not be carried unless approved by the Architect in the pre-bid period. Where only 1 manufacturer is noted and “no substitutions” is noted or “or equal” is not noted, this bid package subcontractor shall carry the manufacturer listed in their bid price or submit a request for additional manufacturers prior to bid for approval by the Architect prior to bid day.

22. This bid package subcontractor shall provide pre-molded joint filler, joint sealer, caulking and backer rod where their concrete meets other concrete paving, concrete curbs, concrete steps or other concrete conditions.

EXCLUSIONS:

1. None

Clarifications:

1. Any rock, if encountered, will be paid by unit prices.
2. Please see specifications, drawings, bid form for unit prices and alternates.

Allowances:

1. See section 01 20 00 Contract Considerations for allowances to be carried in your base for use by the CM, The Morganti Group at their discretion. Any remaining balance will be credited at the end of the contractors work.

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____
SIGNATURE

BY: _____
SIGNATURE

NAME: _____
PRINT

NAME: _____
PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #07 Site Electrical

Project:	Campus Site Improvements	Engineer- Macchi Associates, LLC
Location:	Waterbury, CT	Bid Package # 07
Owner:	State of CT	Trade Description – Site Electrical Package Subcontractor

Manager.

EXCLUSIONS:

1. None

Clarifications:

1. Any rock, if encountered over the allowances listed below, will be paid by unit prices.
2. Please see specifications, drawings, bid form for unit prices and alternates.
3. BP#1 Site Work contractor and BP#7 Site Electrical contractor shall be aware that excavation, bedding, and backfilling for site lighting located in areas of "full depth" paving replacement such as Lots E, F, East Entrance Drive and potentially Lot G if that alternate is accepted will be performed by BP#1 Site Work contractor. The BP#7 Site Electrical contractor shall furnish and install all other site lighting items such as conduit wiring, poles, bases etc. The BP#7 Site Electrical contractor in all other areas such as the West side of the Campus, lot C, lot D, access drives will be responsible for all pavement demolition, excavations, site electrical, pavement patching to complete the site lighting system upgrade.

Allowances:

1. See section 01 20 00 Contract Considerations for allowances to be carried in your base for use by the CM, The Morganti Group at their discretion. Any remaining balance will be credited at the end of the contractors work.

Per the allowance schedule in 01 20 00 and this scope of work this bidder shall carry the following items in their bid.

- d.- Base bid carry 750 cubic yards of trench rock removal (ripping/hammer method)
- g.- Supplemental bid #1 carry 100 cubic yards of trench rock removal (ripping/hammer method)

I have reviewed the above Exhibit B and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
Name

The Morganti Group:

BY: _____

BY: _____

Exhibit B
Scope of Work-Campus Site Improvements
Naugatuck Valley Community College (NVCC)
State Project # BI-CTC-436
Bid Package #07 Site Electrical

Project: Campus Site Improvements Engineer- Macchi Associates, LLC
Location: Waterbury, CT Bid Package # 07
Owner: State of CT Trade Description – Site Electrical Package Subcontractor

SIGNATURE

SIGNATURE

NAME: _____
 PRINT

NAME: _____
 PRINT

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

EXHIBIT C

Contract No. (())
Cost Code (())

Section 00 41 03 Exhibit C Schedule

I have reviewed the schedule requirements in addendum #1 noted as Exhibit C and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
NAME

MORGANTI GROUP INC.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

MORGANTI
INITIAL
SUBCTR



State of Connecticut

Naugatuck Valley Community College (NVCC) Campus Site Improvement Project State BI-CTC-436

Certified by: Contractor Representative									
Contractor Name									
Signature									

I have reviewed the above Exhibit D and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
NAME

MORGANTI GROUP INC.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

Exhibit E

Project Specific Requirements for Subcontractors



I have reviewed the above Exhibit E and am in agreement with all items and have included provisions in Bid Submission/Subcontract Price.

SUBCONTRACTOR

Morganti Group Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: Project Manager

DATE: _____

DATE: _____

EXHIBIT F

Contract No. (())
Cost Code (())

Section 00 41 06 Exhibit F Insurance

I have reviewed the insurance requirements in addendum #1 noted as Exhibit F and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
NAME

MORGANTI GROUP INC.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

MORGANTI
INITIAL
SUBCTR

Exhibit G

I have reviewed the above Exhibit G and I am in agreement with all items and have included provisions in Bid Submission/Subcontract price.

SUBCONTRACTOR: _____
NAME

The Morganti Group Inc.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

Exhibit H Labor Rates

PROJECT: Campus Site Improvements (NVCC)
LOCATION: Waterbury, CT
OWNER: State of Connecticut
BID PACKAGE NO.: ALL
TRADE DESCRIPTION: ALL

I. LABOR RATES

For additional work not reflected in the Unit Prices, the following rates at the sole discretion of MGI shall be the maximum rates that this Subcontractor will charge, including overhead, profit, design, bonds, and all other required costs.

Contractor: _____

Trade Classification: _____

	Straight Time	Time & A Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA 7.65% of A	_____	_____	_____
C. FUTA .80% of A	_____	_____	_____
D. SUTA (Rate ____% of A)	_____	_____	_____
E. Workman's Comp (Rate ____% of A)	_____	_____	_____
F. General Liability Rate (Rate ____% of A)	_____	_____	_____
G. Benefits (List each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Bare Subtotal	_____	_____	_____
OH&P As Allowed by Contract	_____	_____	_____
TOTAL	_____	_____	_____

*Fill out form for each Trade Classification. Provide separate forms for Foremen, Journeymen & Apprentices
 Include letter from Insurance Carrier substantiating Workman's Comp & General Liability Rates*

Exhibit H Labor Rates

SUBCONTRACTOR: _____
NAME

The Morganti Group Inc.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____



Exhibit I Proposed Sub-bidders

PROJECT: Campus Site Improvements, Naugatuck Valley Community College
LOCATION: Waterbury, CT
OWNER: State of Connecticut
BID PACKAGE NO.: ALL
TRADE DESCRIPTION: ALL

1. Name: _____

Address: _____

5. Name: _____

Address: _____

2. Name: _____

Address: _____

6. Name: _____

Address: _____

3. Name: _____

Address: _____

7. Name: _____

Address: _____

4. Name: _____

Address: _____

8. Name: _____

Address: _____

*** NOTE: A qualification statement must be provided for each sub-subcontractor that will be working on site. This Exhibit is to be submitted before award of contract.**

SUBCONTRACTOR: _____
NAME

The Morganti Group Inc.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

Exhibit J
Supplemental Bid and Alternates and Unit Prices

PROJECT: Campus Site Improvements (NVCC)
LOCATION: Waterbury, CT
OWNER: State of Connecticut
BID PACKAGE NO.: ALL
TRADE DESCRIPTION: ALL

I. Supplemental Bids:

II. Unit Pricing:

SUBCONTRACTOR: _____
NAME

The Morganti Group Inc.

BY: _____
SIGNATURE

BY: _____

TITLE: _____

TITLE: Project Manager

PRINT NAME: _____

DATE: _____

DATE: _____

** End of Exhibit **

CERTIFICATE (of Authority)

I _____ , _____
(Signer's Name)¹ (Signer's Title)

of _____ , an entity lawfully organized and existing under the laws
(Name of Entity)

of _____ , do hereby certify that the following is a true and correct
(Name of State or Commonwealth)

copy of a resolution adopted on the _____ day of _____ , 20 _____ by the governing body of
(Day)² (Month)² (Year)²

_____ , in accordance with all of its documents of governance and
(Name Of Entity)

management and the laws of _____ and further certify that such resolution has not
(Name of State or Commonwealth)

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

RESOLVED: that _____ , _____
(Name and Title of Signer of Contract Documents)³

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 Administrative Services, the Connecticut State Properties Review Board 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 _____ .
(Day)⁴ (Month)⁴ (Year)⁴

(Signature)

(Print Name)

(Title)

1 – The signer of this certificate must be someone *other than* the signer of the contract documents *except for* a sole managing member of an LLC or the sole officer or sole principal of a corporation. *If* the signer is a sole managing member of an LLC, *then* along with this certificate the signer must provide a letter on company letterhead that indicates the signer is a sole member and managing member. If the signer is the sole officer or sole principal of a corporation, then the signer must provide with the certificate a letter on company letterhead setting forth this fact.

2 – This date must be on or before the **date of signing** of the contract document.

3 – This person shall sign the contract document and other required documents.

4 – This date must be on or after the **date of signing** of the contract documents.

FOR YOUR INFORMATION

Certificate (of Authority)

What the **Certificate** is saying is that the organization authorized the signatory to sign the pertinent **documents other than** the Certificate (of Authority) and that, as of the date of **execution** of the CERTIFICATE (i.e., the date set forth in the "In Witness Whereof" blanks) there has been no change in that authorization.

Instructions for completing the Certificate (of Authority)

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

- 1. 1st Paragraph:**
 - a. First, enter the name and title of the individual signing the Certificate (of Authority).
 - b. Second, enter the legal name of the entity (exactly as it is shown 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. 2nd Paragraph:**
 - a. First enter the name and title of the individual signing bid documents for the entity.
 - b. Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 3. Last Paragraph:**
 - a. Enter the **Witness date**. This date 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. 1st Paragraph:**
 - a. First, enter the name and title of the individual signing the Certificate (of Authority).
 - b. Second, enter the legal name the entity (exactly as it is shown 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. 2nd Paragraph:**
 - a. First enter the name and title of the individual signing contract documents for the entity.
 - b. Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 6. Last Paragraph:**
 - a. Enter the Witness date. This date will likely be the date of execution of the **CONTRACT**. **THE DATE SHOULD NOT BE BEFORE THE DATE OF EXECUTION OF THE CONTRACT.**

END

SECTION 00 40 14
CERTIFICATE (of Authority)

QUALIFICATION STATEMENT

BID PACKAGE # _____

DATE _____

BIDDER _____ TAX ID # OR SS # _____

Failure to complete this qualification statement, the intentional withholding of pertinent information or the making of false statements may be considered grounds for rejection of your bid.

Structure of Company

Corporation Co-partnership Individual LLC Joint Venture

Other Type _____

Date of Incorporation or establishment: _____

Certified MBE Contractor: YES NO Certified WBE Contractor: YES NO

If you answer "Yes" to any of questions 2, 3, or 4, supply details on separate sheet.

1. Has your organization or any of its affiliate firms been the subject of any of the following actions in the past five years **including** any government agency * or private work :

- a. Been suspended, debarred, disqualified, or otherwise been declared ineligible to bid?
Yes ____ No ____
- b. Been barred from bidding or denied a contract as a result of failure to meet statutory affirmative action or MBE/LBE requirements? Yes ____ No ____
- c. Been prevented or barred from bidding for any other reason?
Yes ____ No ____
- d. Been denied a contract despite being the low bidder for any other reason?
Yes ____ No ____
- e. Had liquidated damages assessed against it upon completion of a contract?
Yes ____ No ____
- f. Been defaulted on any contract? Yes ____ No ____
- g. Had a contract terminated? Yes ____ No ____

* Government agencies include city, state and federal public agencies, quasi-public agencies, authorities and corporation, public development corporations and local development corporations.

2.. In the past five years, has your organization or any current or past key people or affiliate firms been a party to any lawsuits from public or private construction projects?

SECTION 00 45 14
BIDDER'S QUALIFICATION STATEMENT

PAGE 2 OF 4

- Yes ____ No ____
- If "yes", indicate in the explanation whether your organization, key people or key firms were plaintiffs or defendants.
3. Claims and Suits: Has your organization ever failed to complete any work awarded to to it? Yes ____ No ____
4. On a separate sheet, list all comparable or larger projects your organization has in progress , giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date. Also, state total worth of work in progress and under contract. Yes ____ No ____
5. On a separate sheet, list all comparable or larger projects your organization has completed in the past five years, giving the name of the project, owner, architect, contract amount , date of completion and percentage of the cost of the work performed with your own forces.
- a. State average annual amount of construction work performed during the past five years.
6. List all willful or serious violation 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 or Occupational Safety and Health Act of 1970. Indicate whether these were abated within thr time fixed by the citation or whether the citation was appealed. If appealed list the status or disposition.
7. List your current Insurance MOD rate : _____
8. Your organization has been pre-qualified with the CT DAS and meet their requirements to perform work on this project. Yes ____ No ____
9. Financial Information –
- A. Please attach your firm's most current financial statement (audited if available).
- Current Assets \$ _____
- Fixed Assets \$ _____
- Other Assets \$ _____
- TOTAL ASSETS \$ _____
- Current Liabilities \$ _____
- Long Term Liabilities \$ _____
- TOTAL LIABILITIES \$ _____
- CURRENT NET WORTH** **\$ _____**
- B. Other
- Net Working Capital \$ _____ Total Assets \$ _____
- Debt to Equity \$ _____ Annual Sales \$ _____

SECTION 00 45 14
BIDDER'S QUALIFICATION STATEMENT

PAGE 3 OF 4

Backlog \$ _____ Net Worth \$ _____

Cash \$ _____ Underbilling to Equity \$ _____

C. Bank References: _____

Line of Credit \$ _____

D. Bonding References:

Bonding Company: _____

Bonding Agent: _____

Bonding Capacity: _____

Bond Rate: _____

E. Credit References:

I certify that to the best of my knowledge the information given in response to each question is full, complete and truthful.

I acknowledge that The Morganti Group ("MGI") ADD THE FOLLOWING IF APPLICABLE: "and/or the NAME THE OWNER (the "Owner") may, by means it deems appropriate, determine the accuracy and truth of the statements made in this application.

I recognize that all the information submitted is for the express purpose of inducing the "OWNER" and/or MGI to award a contract.

I authorize the "OWNER" and/or MGI to contact any entity named in the application for purposes of verifying the information supplied by the applicant.

_____/_____
Name (print) Date

_____/_____
Signature Title

STATE OF)
)
COUNTY OF)

SS:

SECTION 00 45 14
BIDDER'S QUALIFICATION STATEMENT

PAGE 4 OF 4

_____ the signer of the above statement, being sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed before me this _____ day of _____ 2015.

Notary Public _____

SECTION 004111
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

(To be included with bid)

State of.....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bridgeport, owner, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____(Signed) _____ (Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____(Title)

My Commission Expires:

END OF SECTION

SECTION 004316
BID BOND

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____)

for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

	{	<i>(Principal)</i>	<i>(Seal)</i>
<i>(Witness)</i>		<i>(Title)</i>	

	{	<i>(Surety)</i>	<i>(Seal)</i>
<i>(Witness)</i>			

all eligible contractors including those holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of Connecticut General Statutes Section 4a-60g, all contemplated and provided for therein, (35% of the work with DAS certified Small business(s) and of that work, 10% subcontracted with DAS certified Minority, Women and/or disabled owned business(s).)

21. Bid, Performance and Payment Security:

(A) **Bid Security, Bid Bond** - Each bid in excess of \$50,000.00 must be accompanied by bid security in an amount and type specified in the Bid Form. The bid security shall assure the Morganti, Group, Inc. of the adherence of the Bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the Bidder, if required in the Contract Documents. Bid security shall be returned to the bidder as follows:

1. Within ten (10) days after the award, the Morganti, Group, Inc. will return the deposits of the unsuccessful bidders or, within ten (10) days of expiration of the bids.
2. Within ten (10) days after the execution of the Contract and acceptance of the Contractor's bonds, the Morganti, Group, Inc. will return the bid security of the successful Bidder.
3. Where all bids are rejected, the Morganti, Group, Inc. will return the deposit of all bidders at the time of rejection.

(B) **Performance and Payment Security** – Each Bidder whose bid is over \$250,000.00 shall submit a letter from a surety acceptable to the Morganti, Group, Inc. stating that the Bidder, if awarded this contract, will be able to obtain the Performance Bond and the Payment Bond required.

1. The Performance Bond and Payment Bond shall be delivered by the Contractor prior to or at the time of execution of the contract.
2. The Contractor will be required to provide such bonds for this project in an amount equal to 100% of the contract sum for each bond. Cost of providing such bonds shall be included in the bid.
3. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of contract may be made to the next lowest responsible and responsive bidder, or the contract may be re-bid.
4. It is a requirement that all Contractors must show evidence to verify bonds, insurance and any other line item in the schedule of values.

(C) **Acceptable Types of Security** - Acceptable types of security for bids, performance, and payment shall be limited to the following:

1. A one-time bond in a form satisfactory to the Morganti, Group, Inc.;
2. A bank certified check or money order;

For DAS Prequalification Certificate and Update Statement required for the bid go to:

www.das.state.ct.us

Under

Administrative Services, follow the link for DAS Contractor Prequalification.

END OF SECTION 00 40 15

SECTION 004112
NOTIFICATION TO BIDDERS

This contract to be awarded is subject to contract compliance requirements mandated by Section 4-11a of the Connecticut General Statutes and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-11a-1 et seq. of the Regulations of the Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Section 4-11a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-11a-3(9) of the Regulations of Connecticut State Agencies regarding Contract Compliance, 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 4-11a of the Connecticut General Statutes 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 the 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 Section 3-9n(a).” “Minority” groups are defined in Section 32-9n(a) of the Connecticut General Statutes as “(1) Black Americans, (2) Hispanic Americans... (3) Women... (4) Asian Pacific Americans and Pacific Island or (5) American Indians...” The above definitions apply to the contract compliance requirements by virtue of Section 4-11a-1(1) of the Regulations of Connecticut State Agencies regarding 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 Section 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 work force is at or near parity when compared to the racial and sexual composition of the work force 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 4-11a-3(10) of the Regulations of Connecticut State Agencies regarding Contract Compliance

INSTRUCTION: Bidder must sign acknowledgement below, detach along dotted line, and return acknowledgement to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders.”

Signature

Date

On behalf of: _____

END OF SECTION

SECTION 004113
CONTRACT COMPLIANCE DATA FORM
(To be included with bid)

(If your organization files a Federal EEO-1 or EEO-4 form, substitute it for this form)

1. PRIME CONTRACTOR: _____ PRINCIPAL OFFICER:
 (name) (name)

 (name) (title)

ADDRESS: _____
 (contractor) (street) (town) (zip)

Use figures for pay period ending nearest 15th of previous month.

JOB CATEGORIES	OVERALL TOTALS	A.		B.		C.		D.	
		WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers									
Profession-als									
Technicians									
Sales Workers									
Office and Clerical									
Craft Wkrs. (skilled)									
Operatives (semi-skilled)									
Laborers (unskilled)									

JOB CATEGORIES	OVERALL TOTALS Male & Female	OF HISPANIC ORIGIN)		OF HISPANIC ORIGIN)		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
ABOVE									
TOTALS ONE YEAR AGO									
Apprentices									

Is this composition of your work force at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area? Yes [] No []

Does the contractor promise to set aside a portion of the contract for legitimate minority business enterprises? Yes [] No []

CONTRACTOR'S AUTHORIZED SIGNATURE: _____ DATE: _____

END OF SECTION

SECTION 004114
CONTRACTOR'S MINORITY BUSINESS ENTERPRISES
UTILIZATION FORM
(To be included with bid)

NAME AND ADDRESS OF AWARDING AGENCY:	NAME AND ADDRESS OF CONTRACTOR:

C
O
N
T
R
A
C
T

NOTICE TO CONTRACTOR: Under Section 4-114a-3 of the Contract Compliance Regulations, contractors are required to make GOOD FAITH EFFORTS to employ Minority Business Enterprises (MBEs) as subcontractors and suppliers of materials on all projects subject to contract compliance requirements. The contract which is referenced above is subject to contract compliance requirements.

INSTRUCTIONS: List the names and addressed of all MBEs you have selected as subcontractors and suppliers of materials for this project. If the MBEs selected as subcontractors and suppliers of materials meet the criteria for MBEs set out in Section 4-114a of the Connecticut General Statutes, Contractors **MUST** complete the attached affidavit. If such businesses are not currently registered with the Department of Economic Development and if the contractor wishes the Commission on Human Rights and Opportunities (CHMO) to consider favorably the selection of an unregistered MBE in the evaluation of the contractor's good faith efforts, contractors **MUST** complete the attached affidavit. In either case, the affidavit must be filled out in triplicate, with the original sent to the CHMO, Contract Compliance Unit, 10 Washington Street, Hartford, Connecticut 06106; one copy sent to the Awarding Agency; one copy retained by contractor. If the contractor does not wish the CHRO to consider selection of an unregistered MBE in its evaluation of the contractor's good faith efforts, no affidavit need be made.

(Attach additional pages if necessary, using same headings)

NAME AND ADDRESS OF ALL MBE SUBCONTRACTORS(S) OR SUPPLIER(S) OF MATERIALS:	Check here if MBE(S) qualify under Sec- tion 4-114a of the <u>Conn. Gen. Stats.</u>	Check here is MBE is unregistered but wants con- sideration for good faith efforts

I, _____, certify that I am the Secretary of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation was then of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

(Signature of Person Certifying)

(Corporate Seal)

END OF SECTION

STATE OF CONNECTICUT

Affidavit For Certification Of Subcontractors As Minority Business Enterprises (MBE)
(To be completed only for subcontractors not certified as MBEs by the Department of Administrative Services)

To document the good faith efforts of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state project also identified below, I certify that the following subcontractors meet the criteria for minority business enterprises set forth in CONN. GEN. STAT. § 4a-60(b). I attest that each named minority business enterprise will be contracted by the named state contractor to participate on the identified state project as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Complete Address	Subcontractor's Principal Officer's Name
S A M P L E		

(use additional sheets as necessary)

I further certify and affirm that I have read and understand the contract compliance requirements codified at CONN. GEN. STAT. Sections 4a-60 & 46a-71(d), and the Contract Compliance Regulations codified at Sections 46a-68j-21 through 43 of the Administrative Regulations of Connecticut State Agencies. I also understand that any false statements made herein are punishable by law.

CLICK ON 'CC FORMS (NEW FROMS AVAILABLE)'

NOTIFICATION TO BIDDERS
(state contractor legal name) submitting this affidavit on behalf of contractor

CONTRACT COMPLIANCE MONITORING REPORTS

_____ (state project number)

_____ (signature of official)

Department of Construction Services
 _____ (state awarding agency)

_____ (date of affidavit)

Subscribed and sworn to before me, this _____ day of _____, 20____

 Notary Public/Commissioner of the Superior Court

My Commission expires _____

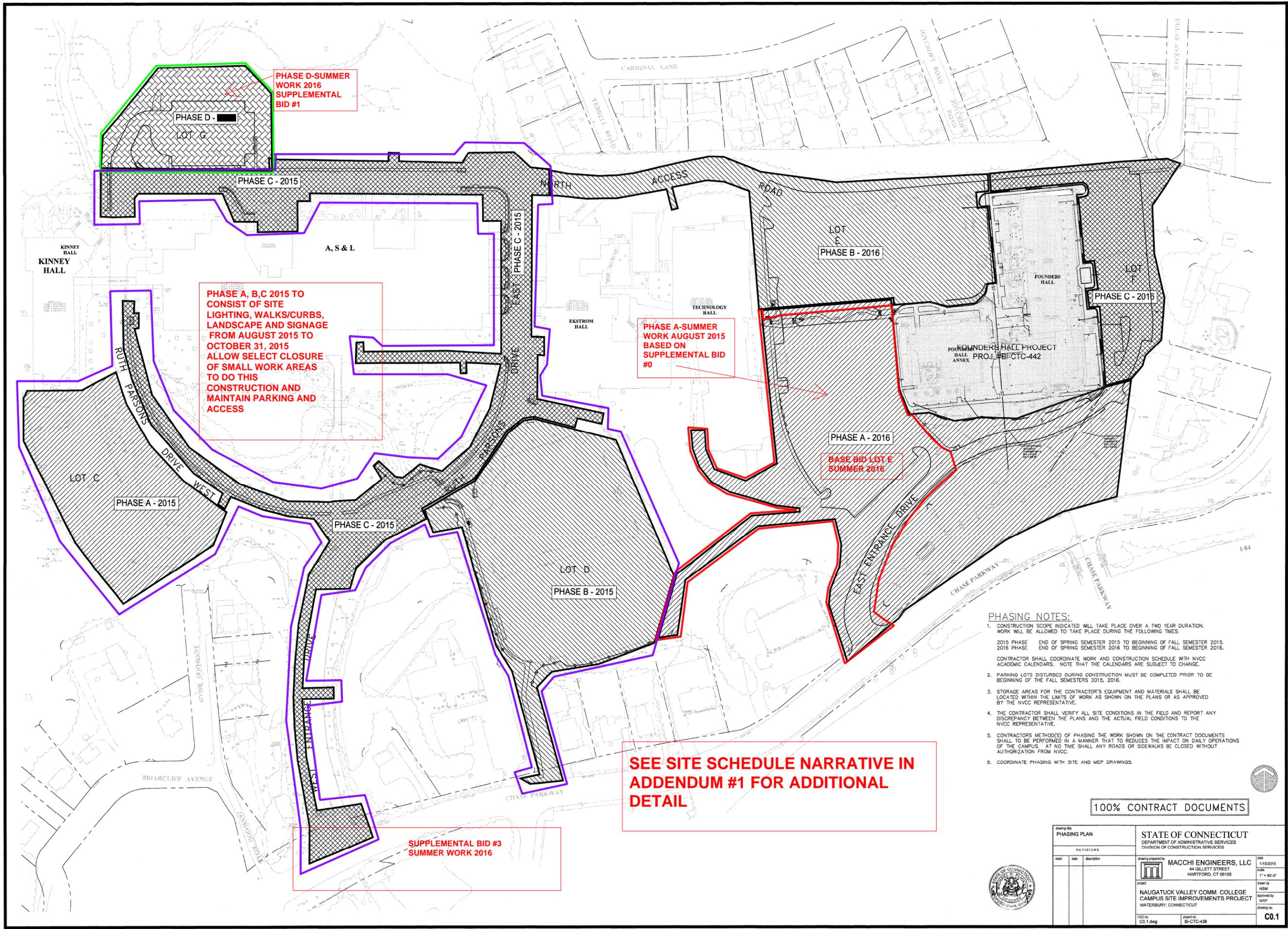
Please complete this form and return 15 calendar days after bid opening to the Department of Administrative Services, Procurement, 165 Capitol Avenue – Room G-35, Hartford, CT 06106.

Surety Letter:

For bids over \$250,000.00 please provide a letter from your Bonding Company stating that if awarded a contract for the Campus Site Improvements Project at Naugatuck Valley Community College, Waterbury, Ct that you will be able to obtain the required performance and payment bonds required.

See page 11 of section 00 21 19, item 21.B for additional detail.

END



PHASE A, B, C 2015 TO CONSIST OF SITE LIGHTING, WALKS/CURBS, LANDSCAPE AND SIGNAGE FROM AUGUST 2015 TO OCTOBER 31, 2015 ALLOW SELECT CLOSURE OF SMALL WORK AREAS TO DO THIS CONSTRUCTION AND MAINTAIN PARKING AND ACCESS

PHASE A-SUMMER WORK AUGUST 2015 BASED ON SUPPLEMENTAL BID #0

**PHASE A - 2016
BASE BID LOT E
SUMMER 2016**

SEE SITE SCHEDULE NARRATIVE IN ADDENDUM #1 FOR ADDITIONAL DETAIL

**SUPPLEMENTAL BID #3
SUMMER WORK 2016**

- PHASING NOTES:**
- CONSTRUCTION SCOPE INDICATED WILL TAKE PLACE OVER A TWO YEAR DURATION. WORK WILL BE ALLOWED TO TAKE PLACE DURING THE FOLLOWING TIMES:
 2015 PHASE END OF SPRING SEMESTER 2015 TO BEGINNING OF FALL SEMESTER 2015.
 2016 PHASE END OF SPRING SEMESTER 2016 TO BEGINNING OF FALL SEMESTER 2016.
 CONTRACTOR SHALL COORDINATE WORK AND CONSTRUCTION SCHEDULE WITH NVCC ACADEMIC CALENDARS. NOTE THAT THE CALENDARS ARE SUBJECT TO CHANGE.
 - PARKING LOTS DISTURBED DURING CONSTRUCTION MUST BE COMPLETED PRIOR TO BE BEGINNING OF THE FALL SEMESTERS 2015, 2016.
 - STORAGE AREAS FOR THE CONTRACTOR'S EQUIPMENT AND MATERIALS SHALL BE LOCATED WITHIN THE LIMITS OF WORK AS SHOWN ON THE PLANS OR AS APPROVED BY THE NVCC REPRESENTATIVE.
 - THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCY BETWEEN THE PLANS AND THE ACTUAL FIELD CONDITIONS TO THE NVCC REPRESENTATIVE.
 - CONTRACTOR'S METHOD(S) OF PHASING THE WORK SHOWN ON THE CONTRACT DOCUMENTS SHALL TO BE PERFORMED IN A MANNER THAT REDUCES THE IMPACT ON DAILY OPERATIONS OF THE CAMPUS. AT NO TIME SHALL ANY ROADS OR SIDEWALKS BE CLOSED WITHOUT AUTHORIZATION FROM NVCC.
 - COORDINATE PHASING WITH SITE AND MEP DRAWINGS.

100% CONTRACT DOCUMENTS

drawing title PHASING PLAN		STATE OF CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF CONSTRUCTION SERVICES	
REVISIONS		drawing prepared by MACCHI ENGINEERS, LLC 44 GILLET STREET HARTFORD, CT 06105	
mark	date	description	date 1/15/2015
			scale 1" = 80'-0"
			drawn by HSM
			approved by MCP
			drawing no. C0.1



**LAYDOWN
AREA**

PHASE D - 2015
LOT C

PHASE C - 2015

**Excavations Left Open Must Be
Protected with Panelized
6' Chain Link Fence
This Area**

**Daily Protection of Work Areas
with Orange Snow Fence Accepted
This Area**

PHASE A - 2015

PHASE C - 2015

LOT D
PHASE B - 2015

**This Area to be Enclosed by
Panelized 6' Chain Link Fence.
Summer 2015 + Summer 2016**

**This Area to be
Enclosed by
Panelized 6' Chain
Link Fence.
Summer 2015 +
Summer 2016**

**Maintain Access to Entry Drive
for Doctor's Office At All Times**

100% CONTRACT DOCUMENTS

LOGISTICS PLAN		STATE OF CONNECTICUT DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF CONSTRUCTION SERVICES	
REVISIONS			
mark	date	description	date

drawing prepared by	MACCHI ENGINEERS, LLC 44 GILLET STREET HARTFORD, CT 06105	date	1/15/2015
project	NAUGATUCK VALLEY COMM. COLLEGE CAMPUS SITE IMPROVEMENTS PROJECT WATERBURY, CONNECTICUT	scale	1" = 60'-0"
drawn by	HSM	approved by	MSP
drawing no.		drawing no.	
CAD no.		project no.	B-CTC-436



Exhibit C Schedule and Site Logistics Plan:

The Base project schedule is:

West Side of Campus: August 3, 2015 to October 31, 2015

Winter Shut Down: November 1, 2015 to May18, 2016

Resume Work: May 19, 2016 to August 31, 2016 (summer break)

Work that can commence:

Site Lighting, Signage, Fence and Guard Rail, Concrete Walks, Curbs, Landscaping:

The work on this side of the Campus is located in small select areas and can be performed while the College is in full session. All bidders should be aware that any and all work started must be completed 100% prior to October 31, 2015 as the project will then shut down from November 1, 2015 until May 18, 2016. Any work not completed on the West Side will be done in the 2016 phase. All bidders should be aware that they will need to protect the areas of their work from staff, students and the general public. Parking is at a premium so work in parking lots needs to be well thought out and limit the loss of parking spaces or access for staff, students and others who need access to the facility. All parking space taking is at the discretion of the college. Contractor must request to take parking spaces at least 1 week prior to start of work.

East Side of Campus: August 3, 2015 to October 31, 2015

Winter Shut Down: November 1, 2015 to May18, 2016

Resume Work: May 19, 2016 to August 31, 2016 (summer break)

Work that can commence: 2015

Site Utilities, Concrete Walks, Curbs, Landscaping, Signage, Pavement Markings:

The work on this side of the Campus is located in large areas and can only be performed when the College is in not in session. Work can be performed off of Lot E, East Entrance and Lot F as long as it does not impact the availability of access and parking for the staff and students.

Work that can commence: 2016

All remaining work, Pavement reconstruction, utilities, site lighting, landscaping, signage, fencing, pavement marking:

The work on this side of the Campus is located in large areas and can only be performed when the College is in not in session. Work can be performed on Lot E, East Entrance and Lot F during summer 2016 break but must be 100% completed and usable by the start of classes August 31, 2016. Minor items such as landscaping must be done prior to September 30, 2016.

The Supplemental Bid schedule is:

East Side of Campus: If accepted Supplemental Bid #0 Lot E Reconstruction

East Side of Campus: August 3, 2015 to August 31, 2015

All work necessary to complete the work designated as supplemental bid #0:

This supplemental bid is for the full reconstruction of approximately half Lot E (see supplemental bid site layout included in this addendum) and the East Entrance Drive during the month of August 2015. Bidders should be aware of the short time frame to perform this work. Once work is started if this supplemental bid is accepted all work must be 100% complete by August 31, 2015 to allow the College full use of the new parking and drive entrance. Minor work such as landscaping and planting can continue to the end of September 2015.

West Side of Campus: If accepted Supplemental Bid #1 Lot G Reconstruction

West Side of Campus: August 3, 2016 to August 31, 2016

All work necessary to complete the work designated as supplemental bid #1:

This supplemental bid is for the full reconstruction of Lot G during the month of August 2016. Bidders should be aware of the short time frame to perform this work. Once work is started if this supplemental bid is accepted all work must be 100% complete by August 31, 2016 to allow the College full use of the new parking and drive entrance. Minor work such as landscaping and planting can continue to the end of September 2016.

This work can be performed the second summer. 2016 under normal time frame.

Supplemental Bid #2 and 3, if accepted will need to be done for summer phase 2016.

END Section 00 41 03

Project: Campus Site Improvements At Naugatuck Valley Community College

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

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

ID#: H 20520

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

Project Number: BI-CTC-436

Project Town: Waterbury

FAP Number:

State Number:

Project: Campus Site Improvements At Naugatuck Valley Community College

CLASSIFICATION	Hourly Rate	Benefits
-----------------------	--------------------	-----------------

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker	33.79	34% + 8.96
----------------	-------	------------

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	28.34
---	-------	-------

2) Carpenters, Piledrivermen	31.00	22.50
------------------------------	-------	-------

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

2a) Diver Tenders	31.00	22.50
-------------------	-------	-------

3) Divers	39.46	22.50
-----------	-------	-------

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.10	18.55
--	-------	-------

4a) Painters: Brush and Roller	31.02	18.55
--------------------------------	-------	-------

4b) Painters: Spray Only	34.02	18.55
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4c) Painters: Steel Only	33.02	18.55
--------------------------	-------	-------

4d) Painters: Blast and Spray	34.02	18.55
-------------------------------	-------	-------

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

4e) Painters: Tanks, Tower and Swing 33.02 18.55

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 37.27 22.25 + 3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 29.74 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.31 26.82

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.85 18.30

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator 28.10 18.30

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

10) Group 3: Pipelayers	28.35	18.30
-------------------------	-------	-------

11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	28.35	18.30
--	-------	-------

12) Group 5: Toxic waste removal (non-mechanical systems)	29.85	18.30
---	-------	-------

13) Group 6: Blasters	29.60	18.30
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	28.85	18.30
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Group 8: Traffic control signalmen	16.00	18.30
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	18.30 + a
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13b) Brakemen, Trackmen	31.28	18.30 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

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

15) Form Erectors	31.60	18.30 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.30 + a
---	-------	-----------

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

17) Laborers Topside, Cage Tenders, Bellman 31.17 18.30 + a

18) Miners 32.22 18.30 + a

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster 38.53 18.30 + a

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge
Tenders 38.34 18.30 + a

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

21) Mucking Machine Operator 39.11 18.30 + a

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

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

Two axle trucks	28.58	20.24 + a
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Three axle trucks; two axle ready mix	28.68	20.24 + a
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Three axle ready mix	28.73	20.24 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	28.78	20.24 + a
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Four axle ready-mix	28.83	20.24 + a
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Heavy duty trailer (40 tons and over)	29.03	20.24 + a
---------------------------------------	-------	-----------

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.83	20.24 + a
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---POWER EQUIPMENT OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	37.55	23.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	37.23	23.05 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	36.49	23.05 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skoopert)	36.10	23.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	35.51	23.05 + a
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Project: Campus Site Improvements At Naugatuck Valley Community College

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

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

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 34.86 23.05 + a

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

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

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

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

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

Group 12: Wellpoint Operator. 31.93 23.05 + a

Group 13: Compressor Battery Operator. 31.35 23.05 + a

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

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

Group 16: Maintenance Engineer/Oiler 29.15 23.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 33.46 23.05 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 31.04 23.05 + a

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
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21) Heavy Equipment Operator	40.89	6.25%+17.18
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
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23) Driver Groundmen	24.99	6.25%+10.87
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23a) Truck Driver	34.07	6.25%+15.41
-------------------	-------	-------------

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
--	-------	--------------

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

As of:

Friday, April 24, 2015

Project: Campus Site Improvements At Naugatuck Valley Community College

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

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

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

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

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

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

As of:

Friday, April 24, 2015

**CAMPUS SITE IMPROVEMENTS
 NAUGATUCK VALLEY COMMUNITY COLLEGE
 STATE PROJECT NO. BI-CTC-436
 PRE-BID CONFERENCE 4-30-15**

THE MORGANTI GROUP, INC.
 100 MILL PLAIN ROAD, DANBURY, CT 06811
 TEL. 203-743-2675 FAX. 203-790-6138

**MEETING: Site Visit DATE: April 30, 2015 TIME: 1:00PM – 2:00PM
 PLACE: Morganti Field Office, NVCC Waterbury, CT**

SIGN-IN SHEET-SET ASIDE PRE-BID CONFERENCE

NAME	COMPANY	PHONE No. & Ext.	E-MAIL ADDRESS
Ed Barrett	The Morganti Group	203-830-3303	ebarrett@morganti.com
Josh Parinisa	Advance Resources	860-574-9006	josh.advanceresourcesllc@gmail.com
John Brochu	Macchi ENGR	860-549-6190	JBrochu@Macchiengineers.com
Herb May	Macchi Engineers	860-549-6190	hmay@macchiengineers.com
Roel Legaspi	Nosal Builders	860 349 5674	roel@nosalbuilders.com
Peter DeLuca	Jo Iapalucio Paving	203 775 1437	Peterd@jiafalucio.com
Pattilvetjen	All Line Striping	860-690-9165	AllLineStriping@a11.net
George Sme	Sme Const. Inc	203-264-6501	Smes88@Smet.net
Claudine Howard	CHoward Assoc	860-692-8230	claudine@chowardassociates.com
Michael Irwin	BVH	860-286-9171	MIKEI@BVHS.COM
Joel Boranowski	DAS/DCS	860.713.5612	joel.boranowski@ct.gov
NAME	COMPANY	PHONE No. & Ext.	E-MAIL ADDRESS

**CAMPUS SITE IMPROVEMENTS
NAUGATUCK VALLEY COMMUNITY COLLEGE
STATE PROJECT No. BI-CTC-436
PRE-BID CONFERENCE 4-30-15**

THE MORGANTI GROUP, INC.
100 MILL PLAIN ROAD, DANBURY, CT 06811
TEL. 203-743-2675 FAX. 203-790-6138

**MEETING: Site Visit DATE: April 30, 2015 TIME: 2:00PM – 3:00PM
PLACE: Morganti Field Office, NVCC Waterbury, CT**

SIGN-IN SHEET-SET GENERAL PRE-BID CONFERENCE

NAME	COMPANY	PHONE No. & Ext.	E-MAIL ADDRESS
Ed Barrett	The Morganti Group	203-830-3303	ebarrett@morganti.com
Joel Baranowski	DAS/OCS	860.713.5612	joel.baranowski@ct.gov
DENNIS BERRY	LAYDOWN INDUSTRIES	2035627283	DBERRY@LAYDOWNINDUSTRIES.COM
Howard Slater	True Blue	203 376-8521	www.trueblueenvironmental.com
Tim TRAVB	Hemlock Const Co	860-482-7509	hemlockconst@aol.com
Tony Green	Bloomfield Electric co	860-430-5588	tgreen@bloomfieldelectric.com
Stewart LeKey	Connecticut Paving & Concrete	203-619-2939	stewartcpaving@gmail.com
John Miller	PAULDINTO ELECT CONT	203 575-9473	jmler@PAULDINTOELEC.COM
Ed Hellauer	Guerrera Const.	203 888 5069	EdH@guerreraconstruction.com
Peter DeLuca	J. Iagnuolo Inc.	203 775 1437	Peterd@jagnuolo.com
Claudine Howard	CH Howard Assoc	860-692-8230	
NAME	COMPANY	PHONE No. & Ext.	E-MAIL ADDRESS
MIKE LEE	AMEC Construction	203 557 1819	mlee@amecinc.com

pending installation, the CMR shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

8.1.4.5 Builders Risk Coverage. Upon Owner's acceptance of the CMR's GMP proposal and prior to Owner's issuance of a Notice to Proceed, the CMR shall provide coverage for the entire Work in an amount equal to the total contract amount and any additional modifications. Insurance shall be maintained until certification by the Owner that all work has been completed and accepted by the Owner in accordance with the Contract Documents. The Owner and its officers, agents and employees shall be listed as loss payee subject to the prior review of the Owner.

Builders Risk Policy Description	Coverage Limits
Policy Limit	Value of Project
Limits for Windstorm, Rain, Fire, Lightning, Hail, Arson, and Acts of Sabotage.	Value of Project
Limits for Soft Costs	<u>\$ 5</u> Million
Limits for Flood	<u>\$ 10</u> Million
Limits of Earthquake	<u>\$ 10</u> Million
Toppling of Crane	<u>\$ 1</u> Million
Theft or Destruction of Materials at Job Site	<u>\$ 500</u> Thousand
Mold, Mildew, Fungus, Dry Rot, Wet Rot	<u>\$ 500</u> Thousand
Loss of Use	<u>\$ 5</u> Million
Landscaping	<u>\$ 100</u> Thousand
Storage	<u>\$ 500</u> Thousand
Business Interruption	<u>\$ 5</u> Million
Inland Marine/Transit	<u>\$ 500</u> Thousand
Terrorism	Value of Project
Deductibles "Significant" Loss (equal to greater than <u>\$2.0</u> million) "Minor Loss" (less than <u>\$2.0</u> million).	<u>\$ 25,000</u>
Period	<u>730</u> Days plus period of time required for Close Out and Acceptance.

8.1.5 CMR must obtain the permission of the Owner to adjust any of the above requirements. The CMR shall provide Owner with certificates of insurance which show that CMR is so insured, and Owner shall keep them on file. The insured's certificates of insurance shall include a statement as to the indemnification of Owner by CMR and the insurer of CMR. Such certificates shall be updated and provided to Owner on an annual basis.

8.1.6 Notwithstanding Article 35 of the General Conditions, the CMR shall cause each Subcontractor to effect and maintain insurance for not less than the limits, and in accordance with the provisions, set forth below:

Item No.	Coverage	Amount
8.1.6.1	Commercial General Liability: Including Bodily Injury and Property Damage. Policy	<u>\$1,000,000.00.</u> Combined Single Limit Each Occurrence

	must include: Explosion, Collapse and Underground Hazards; Completed Operations Coverage; Contractual Liability. Policy must be on the Insurance Services Office (ISO) 2001 form or equivalent. It is the responsibility of the Subcontractor to maintain general liability coverage on an occurrence form including completed operations for a period of 5 years beyond final payment.	\$2,000,000.00 . Annual Aggregate/On a per Project Basis
8.1.6.2	Commercial Automobile Liability: Including Bodily Injury and Property Damage (Owned, Hired and Non-Owned)	\$1,000,000.00 . Combined Single Limit Each Occurrence No Aggregate
8.1.6.3	Professional Liability:	Not Required;
8.1.6.4	Workers Compensation: Coverage applies in the state work is performed.	\$1,000,000.00 Minimum Employers Liability; W/C Statutory Limits Required.

8.1.6.5	Umbrella Liability:	Contract amounts of \$1.00 to \$500,000.00 ; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Annual Aggregate. Contract amounts of \$500,000.01 to \$1,000,000.00 ; \$2,000,000.00 Each Occurrence; \$2,000,000.00 Annual Aggregate. Contract amounts of \$1,000,000.01 to \$10,000,000.00 ; \$5,000,000.00 Each Occurrence; \$5,000,000.00 Annual Aggregate. Contract amounts of \$10,000,001.00 to \$30,000,000.00 ; \$10,000,000.00 Each Occurrence; \$10,000,000.00 Annual Aggregate.
		Contract amounts of \$30,000,000.01 to \$80,000,000.00 ; \$15,000,000.00 Each Occurrence; \$15,000,000.00 Annual Aggregate.
		Contract amounts of \$80,000,000.01 to \$150,000,000.00 ; \$20,000,000.00 Each Occurrence; \$20,000,000.00 Annual Aggregate.
		Contract amounts of \$150,000,000.01 to \$300,000,000.00 ; \$25,000,000.00 Each Occurrence; \$25,000,000.00 Annual Aggregate.

8.1.7 In addition to the preceding, the Commercial General Liability policy must include an endorsement or endorsements naming the CMR Owner and others as required by the Contract Documents as additional insureds on a primary and noncontributory basis. Only the following ISO endorsements or their equivalents are acceptable:

8.1.7.1 CG2010 (11/85), or

8.1.7.2 CG2010 (10/01) when used with CG2037 (10/01), or

8.1.7.3 CG2033 (10/01) when used with CG2037 (10/01), or

- 8.1.8 The Commercial General Liability and the Worker's Compensation policies must include an endorsement that waives the insurance company's right of subrogation against the CMR and the Owner.

The Umbrella Liability policy must name the CMR, Owner and others as required by the Contract Documents as additional insureds.

Certificates that evidence all such insurance shall be filed with the CMR prior to the commencement of any work at the project location. Policies cannot be modified or canceled with less than thirty (30) days notice of such action by registered mail to the CMR. The words "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES" shall be deleted from the certificate form's cancellation provision.

The description of operations section of the certificate of insurance must include the following:

8.1.8.1 A statement that the policies evidenced meet all the insurance requirements provided under the subcontract agreement between CMR and the named insured Subcontractor.

8.1.8.2 A list of all additional insureds required by the Contract Documents.

8.1.8.3 A statement that the worker's compensation policy provides coverage in the State of Connecticut.

8.1.8.4 The workers compensation and general liability policies include a waiver of subrogation.

Failure of CMR to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CMR to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. CMR shall have the right, but not the obligation, of prohibiting Subcontractor or any Secondary Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by contractor. Failure to maintain the required insurance may result in termination of this subcontract at CMR's option. If Subcontractor failed to maintain the insurance as set forth herein, CMR shall have the right, but not the obligation, to purchase said insurance at Trade Contractor's expense. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to CMR whenever requested. Subcontractor shall provide certified copies of all insurance policies required above within ten (10) days of CMR's written request for said copies.

8.2 PERFORMANCE BOND AND PAYMENT BOND

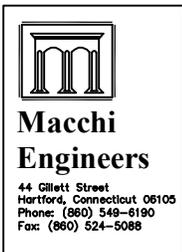
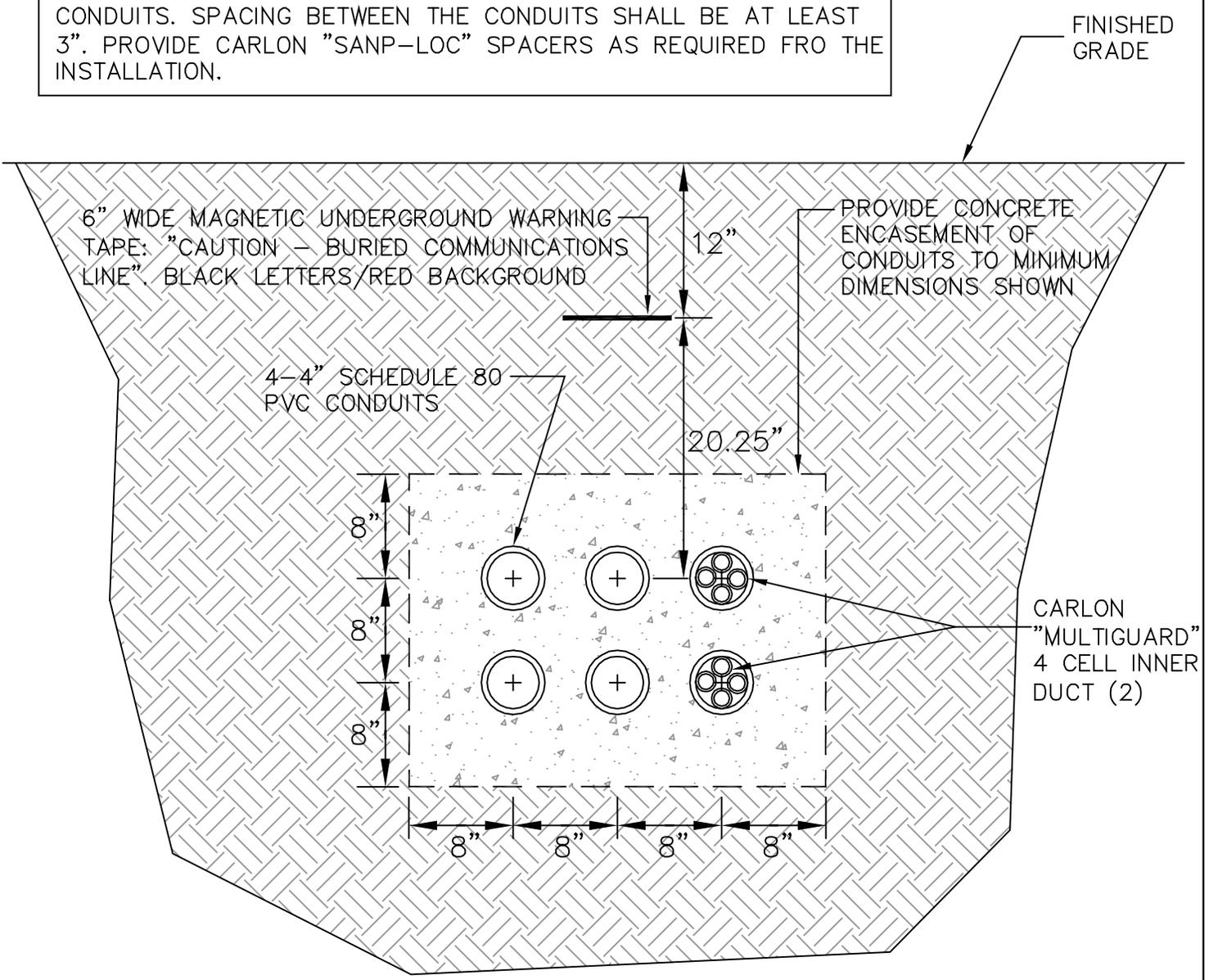
8.2.1 The CMR shall furnish to the Owner, Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et. seq. The CMR shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Each bond shall be in the Form of Bond as attached here as Exhibit E and shall be approved by a surety company licensed to do business in the State of Connecticut and that is acceptable to the Owner and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570." The surety company's underwriting limitation as further set forth in "Treasury Department Circular 570" must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

8.2.2 The CMR shall deliver the required bonds to the Owner with the amendment intended to authorize the start of construction; i.e., The GMP Amendment, together with the Connecticut Department of Labor Wage and Workplace Standards Division Contractors Wage Certification form, fully completed and executed before the commencement of any Work at the Project site. The Wage Certification form is found at the State of Connecticut Department of Labor website.

The CMR shall comply and ensure that its subcontractors comply, with any and all posting and reporting requirements related to minimum wage rates and adjustments, as set forth above and in General Conditions Articles 9 and 10. The CMR shall familiarize itself with and, as required, comply with, and ensure that its Subcontractors comply with, Connecticut Department of Revenue Services guarantee bond requirements and regulations pertinent to nonresident contractors. The guarantee bond form and guidelines are located at the State of Connecticut Department of Revenue Services website.

NOTE: REFER TO TYPICAL UTILITY TRENCH DETAIL #9 ON DRAWING C6.1 FOR ADDITIONAL INFORMATION.

NOTE - CONCRETE ENCASEMENT SHALL BE 3,000 PSI, 28 DAY STRENGTH, WITH 1/2" MAXIMUM AGGREGATE. ENCASEMENT SURROUNDING THE CONDUITS SHALL BE RECTANGULAR IN CROSS SECTION AND SHALL PROVIDE AT LEAST 4" OF COVER FOR THE CONDUITS. SPACING BETWEEN THE CONDUITS SHALL BE AT LEAST 3". PROVIDE CARLON "SANP-LOC" SPACERS AS REQUIRED FRO THE INSTALLATION.



PROJECT TITLE
 Naugatuck Valley Community College
 Campus Site Improvements
 Waterbury, CT

PROJECT NO BI-CTC-436

SKETCH TITLE COMMUNICATIONS DUCTBANK

DATE 5/1/2015

SCALE: N.T.S.

SKETCH NO.
AD1-SK-E1.5-1

STATE OF CONNECTICUT

Affidavit For Certification Of Subcontractors As Minority Business Enterprises (MBE)
(To be completed only for subcontractors not certified as MBEs by the Department of Administrative Services)

To document the good faith efforts of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state project also identified below, I certify that the following subcontractors meet the criteria for minority business enterprises set forth in CONN. GEN. STAT. § 4a-60(b). I attest that each named minority business enterprise will be contracted by the named state contractor to participate on the identified state project as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Complete Address	Subcontractor's Principal Officer's Name
S A M P L E		

(use additional sheets as necessary)

I further certify and affirm that I have read and understand the contract compliance requirements codified at CONN. GEN. STAT. Sections 4a-60 & 46a-71(d), and the Contract Compliance Regulations codified at Sections 46a-68j-21 through 43 of the Administrative Regulations of Connecticut State Agencies. I also understand that any false statements made herein are punishable by law.

PLEASE USE THE FORMS ON WWW.CT.GOV/CRRO
 CLICK ON 'CC FORMS (NEW FORMS AVAILABLE)'

NOTIFICATION TO BIDDERS
(state contractor legal name) (type full printed name and title of official submitting this affidavit on behalf of contractor)

CONTRACT COMPLIANCE MONITORING REPORTS

(state project number)	(signature of official)
Department of Construction Services (state awarding agency)	(date of affidavit)

Subscribed and sworn to before me, this _____ day of _____, 20____

 Notary Public/Commissioner of the Superior Court

My Commission expires _____

Please complete this form and return 15 calendar days after bid opening to the Department of Administrative Services, Procurement, 165 Capitol Avenue – Room G-35, Hartford, CT 06106.

STATE OF CONNECTICUT
DEPARTMENT OF CONSTRUCTION SERVICES

September 01, 2011

All Department of Construction Services Contractors

SUBJECT: Set-Aside Contract Laws

Dear Sir/Madam:

The administration of Governor Dannel P. Malloy is committed to supporting the subject programs by encouraging all contractors on State projects to improve their efforts in these areas.

State law requires contractors doing business with the State to demonstrate non-discrimination by making "good faith efforts" in both hiring and in sub-contracting practices (Conn. General Statute Section 4a-60).

What does "good faith efforts" mean? It means that you, as contractors, must act affirmatively. It is not good enough to say you can't find minorities and women. You must seek them out. That is the law, and the Department of Construction Services (CT DCS) is committed to enforcing the law. At the same time, we are ready to assist you in making "good faith efforts."

The Department of Construction Services is required by CGS 4a-60g(b) and (c) to set aside projects (amounting to 25% of its annual contract awards) for small business and 25% of that amount for minority business enterprises. CT DCS may require any general contractor to set aside a portion of the contract for subcontractors who are small businesses or minority business enterprises in lieu of setting aside a project or in addition to setting aside a project.

Therefore, unless otherwise specified in the bid proposal forms, CT DCS will require contractors to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services (CT DAS) and further will require contractors to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the CT DAS. These statutory goals represent the minimum values expected to be achieved by this program.

Together, we can meet the challenge of providing equal opportunity for minority and women-owned businesses and workers in our State. We expect superior results in the areas of affirmative action, equal employment opportunity, and set-aside contracts. The CT DCS standard in these areas is not just minimal effort. Our goal is to uphold the letter and the spirit of the law.

Sincerely yours,

Donald J. DeFronzo
Acting Commissioner

PB:pb

Non-Discrimination and Affirmative Action Provisions for State Contracts

Section 1) CHRO – 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 Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. 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 awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

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 Connecticut General Statutes as a small contractor or supplier of materials fifty-one percent or more of the capital stock or assets of which is owned by a person or persons: (1) Who are active in the 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 Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; or (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual 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.

* The Commission on Human Rights and Opportunities (CHRO) "Employment Information Form" shall be submitted to CT DAS Procurement Services on behalf of the awarding agency, the Department of Construction Services (CT DCS).

Section 2) Non-Discrimination and other Contract Compliance Requirements

Pursuant to CONN. GEN. STAT. § 4a-60 and §4a-60a and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-43, a contractor agrees to the following:

- 1) Not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability including, but not limited to, blindness (unless it is shown that such disability prevents performance of the work involved) in the performance of a contract, in any manner prohibited by the federal and Connecticut anti-discrimination and contract compliance laws;
- 2) To undertake affirmative action which will insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to whether they belong to any of the groups identified in Paragraph # 1) above;
- 3) To include a statement that the contractor is an "affirmative action-equal opportunity employer", in all solicitations or advertisements for employees placed by or on behalf of the contractor;
- 4) To provide each labor union or representative of workers with which such contractor has a collective bargaining agreement and each vendor with which such contractor has a contract, a notice advising them of the contractor's commitments under CONN. GEN. STAT. § 4a-60 and §4a-60a. The notice is available by contacting the Commission on Human Rights and Opportunities (the Commission);
- 5) To post copies of the notice referred to in item 4) in conspicuous places available to employees and applicants;
- 6) To provide the Commission with such information requested by said agency, permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of CONN. GEN. STAT. § 4a-60, §4a-60a and § 46a-56 and, cooperate fully with the Commission; and,
- 7) To include the language of CONN. GEN. STAT. § 4a-60 (a) and §4a-60a (a) in every subcontract or purchase order executed to fulfill any obligation of the contract with CT DCS.

Section 3) Affirmative Action Requirements for Certain Public Works Contracts for Construction

Pursuant to CONN.GEN. STAT. § 46a-68c and §46a-68d and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-29, the following must file an affirmative action plan with the Commission:

- 1) A successful bidder on a public works contract¹ with a value of \$500,000 or more. The plan must be filed within thirty (30) days after a bid has been accepted by an awarding agency but before a contract is awarded. A plan may be filed in advance of or, at the same time as a bid is submitted.
- 2) A contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year. A plan must be filed within thirty (30) days of the date a contract is awarded.

The Commission must review a plan within sixty (60) days of receipt and must either approve or reject a plan. Should the Commission approve an affirmative action plan, the Commission will issue a certificate of compliance. This certificate of compliance shall be proof of a successful bidder's or a contractor's eligibility to bid or be awarded contracts for a period of two (2) years from the date of the certificate. This certificate does not excuse a successful bidder or contractor from being monitored by the Commission for implementation of its affirmative action plan or, from its reporting requirements under CONN. GEN. STAT. § 46a-68e and § 46a-68f. (Refer to Section 6) Also, the Commission may revoke the certificate if a successful bidder or contractor does not implement its affirmative action plan.

Should the Commission opt to disapprove an affirmative action plan, the Commission must notify the successful bidder or contractor in writing within ten (10) days of the disapproval. The notice will state the reason for disapproval and may provide necessary proposals to bring the plan into compliance. The successful bidder or contractor must then submit a new or amended plan, within thirty (30) days of the date the notice of disapproval is mailed by the Commission.

In addition, the Commission may conditionally approve an affirmative action plan for a successful bidder on a public works contract valued at \$500,000 or more. The Commission must notify the successful bidder in writing within ten (10) days of the conditional disapproval and state the reason for conditional approval and, may provide necessary proposals to bring the plan into compliance. The successful bidder must then submit a new or amended plan or, provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the Commission.

The awarding agency (CT DCS) will provide a successful bidder or contractor with a copy of the Commission's Affirmative Action Plan format. All sections of this Affirmative Action Plan format must be completed by the successful bidder or contractor and forwarded to the Commission. Also, the awarding agency (CT DCS) shall withhold 2% of the total contract price per month from any payment made to a contractor until such time as the contractor has developed an affirmative action plan, which has been approved by the Commission.

¹ According to CONN. GEN. STAT. § 46a-68b, a "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

Section 4) "Good Faith Efforts" to Include Minority Business Enterprises as Subcontractors

In addition to, or in the absence of, any other subcontractor requirements included in this project, contractors are required to make "good faith efforts" to include minority business enterprises in the work of this project as subcontractors (for services and/or material suppliers). For purpose of identifying minority business enterprises, a minority business enterprise shall be a subcontractor which has a valid certification as such from the Department of Administrative Services (DAS) and/or a subcontractor for which an affidavit has been submitted by the contractor attesting that the subcontractor named as a minority business enterprise meets the minority business enterprise criteria set out in CONN. GEN. STAT. § 4a-60(b).

For purposes of identifying a minority business enterprise who is not certified by DAS, and in order to recognize the contractor's "good faith efforts" to include minority business enterprises in the work of the project, a contractor who becomes the apparent low bidder will be requested by the awarding agency (CT DCS) to submit an Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE), prior to the award of a contract. For purposes of identifying any small contractor and/or minority business enterprise which will participate on the project as a "set-aside" subcontractor, only a subcontractor which has a valid certification issued by DAS shall be acceptable.

"Good faith effort" means "that **degree of diligence** which a reasonable person would exercise in the performance of legal duties and obligations" and *includes*, but is not limited to, the following **factors**: the contractor's employment and subcontracting policies and practices; affirmative advertising, recruitment, training, technical assistance activities and such other reasonable activities or efforts as the Commission may recommend to ensure the participation of minority business enterprises in state projects.

This contract may be subject to the provisions the Set-Aside Program for Small Contractors found at CONN. GEN. STAT. § 4a-60g and may be awarded only to a contractor certified as a small and/or minority business enterprise by DAS. The notification as to this special provision will be found in the Invitation to Bid for this contract. The listing of eligible "Set-Aside" contractors is found on DAS' web site. (www.das.state.ct.us/purchase/setaside/index.html) In the event that the Set-Aside Program for Small Contractors applies to this contract, the following special provisions will also apply:

5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors

A contractor awarded a contract on a project pursuant to the provisions of CONN. GEN. STAT. § 4a-60g shall be required to perform not less than fifteen (15) per cent of the work with his/her own forces and shall ensure that not less than twenty five (25) per cent of the work be performed by contractors or subcontractors who are certified as small contractors or minority business enterprises pursuant to CONN. GEN. STAT. § 4a-60g.

The primary product/service performed by contractors working on a contract awarded under CONN. GEN. STAT. § 4a-60g must be the same as the primary product/service described for the contractors on their "Certificate of Eligibility" which is provided to them by DAS.

5.2 Alternate Bonding Available to "Set Aside" Contractors

In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under CONN. GEN. STAT. § 4a-60g may provide to the awarding authority (CT DCS) and the awarding authority shall accept a "Letter of Credit". Any such "Letter of Credit" shall be in an amount equal to ten (10) per cent of the contract for any contract that is less than one hundred thousand (\$100,000) dollars, and in the amount of twenty-five (25) per cent for any contract that is one hundred thousand (\$100,000) dollars or more.

5.3 Procedures to Follow Regarding Substitution of Named Project "Set-Aside" Subcontractors The awarding authority (CT DCS) may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of CONN. GEN. STAT. § 4b-95 or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause.

Pursuant to CONN. GEN. STAT. § 4b-95, the term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a general contractor's:

- 1) Death or physical disability, if the listed subcontractor is an individual;
- 2) Dissolution, if a corporation or partnership;
- 3) Bankruptcy;
- 4) Inability to furnish any performance and payment bond shown on the bid form;
- 5) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- 6) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors, or to subcontracts for construction, alteration, or repair projects;
- 7) Failure to perform his/her agreement to execute a subcontract under CONN. GEN. STAT. § 4b-96.

Any general contractor who violates any provision of CONN. GEN. STAT. § 4b-95 shall be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 (Construction and Alterations of State Buildings) of the Connecticut General Statutes, for a period not to exceed twenty-four (24) months, commencing from the date on which the violation is discovered, for each violation.

Section 6) Contract Monitoring and Reporting

The Commission has the authority to monitor state contractor pursuant to CONN. GEN. STAT. § 46a-68e and 46a-68f and Section 46a-68j-23(3) of the Administrative Regulations of Connecticut State Agencies. In addition, under Sections 46a-68j-25(e) and 46a-68j-26 (g) of the Administrative Regulations of Connecticut State Agencies, the Commission has the authority to monitor the implementation of an affirmative action plan regarding: a) a successful bidder who has been awarded a public works contract valued at \$500,000 or more and, b) a contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year. In order to monitor the implementation of these plans, the Commission requires that the following contract monitoring reports be compiled and submitted:

- 1) Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (form chro: cc-258). A contractor is required to report on the participation of small contractors or minority business enterprises identified to participate on the project. The report must be submitted to the contract awarding agency (CT DCS) and to the Commission by the 15th day following the end of each calendar quarter during the term of the on-site construction work of the project.

Website page: http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/CHRO-CC-258.pdf

- 2) Monthly Employment Utilization Report (form chro: cc-257). A contractor, on behalf of itself and all subcontractors who perform work on the project during a given month, is required to report on the work hour participation of minority male and female workers in each trade category on the project. The report must be submitted to the contract awarding agency (CT DCS) and to the Commission by the 15th day following the end of each calendar month during the term of the on-site construction work of the project.

Website page: http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/monthlyemployutil257.pdf

In addition, the Commission expects that a contractor will designate an Equal Opportunity/Contract Compliance Officer for its public works project who will compile the above quarterly and monthly reports, as well as, undertake the following responsibilities for implementation of its project Affirmative Action Plan (AAP):

- 1) Maintain a project Equal Employment Opportunity (EEO) file to include all records, correspondence and other documentation relate to the project AAP.
- 2) Communicate to and inform all project subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal employment and AAP commitments and performance requirements.
- 3) Participate in project job meetings to inform project subcontractors about project equal employment and AAP performance requirements.
- 4) Track the use of employment recruitment sources identified in the project AAP regarding all employment opportunities with all subcontractors on the project. Also, maintain documentation of all contacts with these recruitment sources and their responses.

The Commission will forward a copy of the quarterly and monthly report to each contractor on a public works project.

NOTE: Bidders and state contractors may review the full text of the before referenced Connecticut General Statutes by accessing either the State Law Library's web site (<http://www.cslib.org/statutes/index.htm>) or, the State Legislatures' web site (<http://prdbasis.cga.state.ct.us/BASIS/TSPBKCP/LIN1/PUB/MSF>).

The full text of the Regulations of Connecticut State Agencies Sections 46a-68j-21 through 46a-68j-43 may be reviewed by accessing the Commission's web site (<http://www.state.ct.us/chro/>) In the alternative, bidders or state contractors may request a copy of these state statutes and regulations by contacting the Commission at (860) 541-3400 (in Hartford) or 1 (800) 477-5737.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106		1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM CHO CC-257)		PROJECT AREA (MSA): 2. EMPLOYER'S FEIN NO. _____		3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____		4. REPORTING PERIOD FROM: _____ TO: _____											
PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report):						STATE AWARDDING AGENCY:											
5. d. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT																			
CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6a. TOTAL HOURS BY TRADE		6b. BLACK AND HISPANIC ORIGIN		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT		8. FEMALE PERCENT		9. TOTAL NUMBER OF EMPLOYERS		10. TOTAL NUMBER OF MINORITY EMPLOYERS	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
	Journey Worker Apprentice Trainee SUB-TOTAL																		
	Journey Worker Apprentice Trainee SUB-TOTAL																		
	Journey Worker Apprentice Trainee SUB-TOTAL																		
TOTAL JOURNEY WORKERS TOTAL APPRENTICES TOTAL TRAINEES GRAND TOTAL																			
11. COMPANY OFFICIALS SIGNATURE AND TITLE		12. TELEPHONE NUMBER (remaining area code)				13. DATE SIGNED				PAGE _____ OF _____									

Addenda # A

FORM CHO CC-257

QUARTERLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT

Quarter Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name
- 5) Estimated Completion Date _____
- 6) Project Value
(Include all change orders)
- 7) Percent Completed to Date _____
- 8) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Include all change orders)	Total Monies Paid to Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Company Official _____

Date of Report _____

Copy: 1) Contract Awarding Agency
2) Commission on Human Rights & Opportunities:
21 Grand Street, Hartford, CT 06106

Addenda # B

CHRO cc-258

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

END OF SECTION