

REQUEST FOR PROPOSALS

Invitation to Bid

The Town of Monroe ("Town") hereby invites sealed proposals from qualified bidders for the following project/service:

RFP#/Department:	2025-02	PUBLIC WORKS			
Title:	STORM DRAINAGE AND CATCH BASIN REHABILITATION				
Department:	PUBLIC WORKS				
Release Date:	6/24/2025	@ 10:00 am			
Response Deadline:	7/7/2025	(<i>a</i>) 10:00 am			
RFP documents	In Person:	Electronically:			
may be obtained:	Monroe Town Hall	www.monroect.gov			
	Office of the First Selectman				
	7 Fan Hill Road				
	Monroe, CT 06468	Bidders shall be responsible for checking the Town			
	M-Th: 9:00am-4:00pm	website to obtain RFP addenda, if any to ensure			
	F: 9:00am-1:00pm	compliance.			
RFP Opening Place:	Monroe Town Hall Rm.204	All Proposals shall be opened publicly and recorded in			
	7 Fan Hill Road	writing. There shall be no public reading of the RFP			
	Monroe, CT 06468	or Proposals.			
Key Dates:	Pre-Proposal Meeting	N/A Mandatory			
	Site Visit	N/A Mandatory			
	Interviews				
	Preliminary Notice of Award	Within sixty (60) days of Response Deadline			
	Contract Execution	Within ten (10) days of Notice of Award			
Proposal		Standard Instructions to Bidders attached hereto and			
Instructions:	incorporated herein by reference.				
	2. Proposals shall be submitted in a single sealed envelope clearly marked with the:				
	(a) name and address of Bidder; (b) RFP # and Title; (c) Release Date/Time; and				
	(d) Response Deadline.				
	-	ne (1) original, two (2) hard copies and one (1) electronic			
	copy on a USB drive.	ev qual faccinile en electronic Dronogale			
	4. The Town shall not accept any oral, facsimile or electronic Proposals.				
	5. The Town shall not accept any Proposals <u>received</u> after the Response Deadline, time				
	being of the essence.				
	6. Proposals may not be withdrawn, cancelled or modified for ninety (90) calendar days after the opening date.				
Inquiries:	Procedural:	Technical:			
(Written Only)	Office of the First Selectman	Bill Phillips			
	fs_office@monroect.gov	Dep Director of P W			
		wphillips@monroect.gov			

RFP # 2025-002

TOWN OF MONROE, CONNECTICUT **RFP CHECKLIST** <u>PROPOSAL FORMAT & SUBMISSION</u>

The Bidder shall check one appropriate box for each corresponding line-item below and submit its bid with all documents fully completed and executed, where required, including this checklist.

Box Legend AE = Acknowledged & Enclosed /AW = Acknowledged & Withheld /NA = Not Applicable

A E	A W	N A		CHECK OFF EACH BOX ACKNOWLEDGING ATTACHED <u>OR</u> N/A and INDICATE # OF PAGES	# of Pages
			1.	Cover Letter (optional)	
			2.	RFP Checklist/Proposal Format & Submission	
			3.	Fee Proposal Form	
			4.	RFP Invitation to Bid	
				a. Standard Instructions to Bidders	
				b. Required General Contract Terms	
				c. Mandatory Insurance Requirements	
				d. Bidder's Non-Collusion Affidavit Form	
				e. Bidder's Legal Status Disclosure	
				f. Bidder's Statement of References	
				g. Bidder's List of Subcontractors	
				h. General Construction Specifications	
				i. Special Conditions	
				j. Special Provisions	
				k. Addendum #1 State-Funded Projects-Bid and Contract Terms	
				1. Attachment A: Prevailing Wage Rates	
				m. CHRO Contract Compliance Regulations Notification to Bidders	
			5.	Size, history and organizational structure of business, including project specific key personnel ("proposed project team"), including their relative education, experience and qualifications.	
			6.	A single-age narrative describing your approach to the project.	
			7.	A detailed project schedule and timeline.	
			8.	A statement of financial responsibility including all financial information sufficient to evidence the financial ability to perform and fund the entire cost of the project throughout the term.	
			9.	[Description]:	
			10.	[Description]:	
			11.	[Description]:	

END OF RFP CHECKLIST, PROPOSAL FORMAT AND SUBMISSION

STANDARD INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION.** The Town is accepting sealed proposals from qualified bidders ("Bidder") for the Work, as hereinafter defined. Interested parties shall submit a proposal in accordance with the requirements and directions contained in this RFP. This RFP is not an offer or contract, and the Town shall not be bound, nor shall any right accrue to any Bidder until a written Notice of Award has been issued to the successful Bidder by the First Selectman **and** a contract is executed by the parties, as approved by the Town Council.

2. **<u>RIGHT TO AMEND OR TERMINATE THE RFP.</u>** The Town reserves the right to amend or terminate this RFP, accept or reject any and all proposals, in whole or in part, to waive any informalities, deficiencies, omissions, excess verbiage, or technical defects in any proposal, to give preference to local businesses, and or to award a contract to the Bidder that it determines is in the Town's best interest. The Town is not under any obligation to award to the lowest price proposal, but will purchase from the lowest, best qualified proposal meeting all selection criteria. Notice of any changes to the RFP shall occur by posting on the Town website at <u>www.monroect.gov</u>. Bidders shall be responsible for checking the Town website to obtain said changes or RFP addenda, if any, to ensure its proposals are submitted in compliance with the RFP as may be amended by any addenda. The Town reserves the right to negotiate fees with the selected Bidder.

3. **<u>KEY DATES</u>**. As set forth in the RFP cover page. All Key Dates are anticipated, not certain and remain subject to change without notice. Notice of any changes to the RFP shall occur by posting on the Town website at <u>www.monroect.gov</u>.

4. **PROPOSAL INSTRUCTIONS.** As set forth in the RFP cover page. The Town, in its sole discretion and without obligation, may accept proposals received after the Response Deadline. Proposal pricing must be submitted on the Fee Proposal Form included in this RFP, unless set forth the contrary, and shall be stated in both words and numbers. All forms submitted in response to the RFP, including without limitation, the Fee Proposal Form, must be executed by an individual with express written authorization from the Bidder, which authorization (e.g., Resolution or Consent) shall be included with the proposal. Any errors, alterations, or corrections on Fee Proposal Form shall be initialed.

5. **INQUIRIES.** As set forth in the RFP cover page. Bidders are prohibited from contacting any Town employee, officer, official, agent or volunteer ("Town Representative") except as listed on the RFP cover page. All inquiries shall be submitted not less than ten (10) days prior to the Response Deadline. No statement by any Town Representative shall be effective to waive, amend or otherwise modify any of the provisions of this RFP. Noncompliance with the foregoing may result in disqualification of the Bidder and proposal.

6. **COMMUNICATION WITH BIDDER.** The Town reserves the right, at any time (before or after the opening of proposals) to communicate with any Bidder to clarify its proposal or to request additional information that the Town, in its sole discretion, deems desirable to evaluate the proposals.

7. **COSTS FOR PREPARING PROPOSAL.** All costs incurred in developing its proposal shall be the sole responsibility of the Bidder. The Town shall have no liability for such costs.

8. <u>**OWNERSHIP OF PROPOSAL.**</u> Upon submission to the Town, the proposal, and its attachments, shall become the Town's property and shall not be returned to Bidder.

9. **PRE-PROPOSAL MEETING/SITE VISIT**. The Bidder shall visit and physically examine all property, real and personal, subject to the RFP, and thoroughly familiarize itself with all site conditions prior to submission of its proposal. If designated as such on the RFP cover page, attendance at all scheduled Pre-Proposal Meetings and Site Visits is **mandatory**. Sign-in shall be required at the commencement of each meeting and or visit. No special arrangements or private tours shall be accommodated outside of the scheduled meeting. Noncompliance with the foregoing may result in disqualification of the Bidder and proposal.

10. **FREEDOM OF INFORMATION ACT.** All information submitted in response to this RFP is subject to disclosure under the Connecticut Freedom of Information Act, as may be amended and judicially interpreted. A Bidder's response may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Bidder must identify the specific pages and portions of its proposal that contain the claimed Confidential Information by visibly marking same in bold red ink with "CONFIDENTIAL INFORMATION". Provided that the Bidder cooperates with the Town as described in this section, the Town shall make good faith efforts, to the extent permitted by law, to protect such Confidential Information from unauthorized disclosure. If the Town receives a request for a Bidder's Confidential Information, it will promptly notify the Bidder in writing of such request and provide the Bidder with a copy of any written disclosure request. The Bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Town may, in its sole discretion, choose to release the Confidential Information or withhold the same, in its sole discretion and without liability to the Bidder or any third party. Should the Town choose to withhold the Confidential Information on behalf of the Bidder, the Bidder shall indemnify, defend and hold the Town harmless from any complaint and damages which may arise from said nondisclosure, including but not limited to reasonable attorney's fees and costs for the defense of any matter before the Freedom of Information Commission. Notwithstanding the foregoing, the Town reserves the right to exempt responses to this RFP, and all records in connection with the contract award process, pursuant to C.G.S. 1-210 (b)(24).

11. **<u>REQUIRED DISCLOSURES</u>**. The Town reserves the right to reject any proposal which is incomplete, or which fails to include all submissions in form and substance as required by this RFP, including without limitation, all documents set forth on the Checklist. The Town reserves the right to reject any proposal and or disqualify any Bidder based upon the information provided in the proposal, which, in the sole discretion of the Town, renders the proposal or Bidder unqualified or otherwise not in the best interest of the Town.

12. **LEGAL STATUS/QUALIFICATIONS.** If a Bidder is a business entity, it must be registered and in good standing with the Office of the Connecticut Secretary of the State. The Town may request acceptable evidence of a Bidder's: (a) legal status; (b) that it has been regularly engaged in the business of such work as they propose to perform in response to this RFP; and (c) that they are fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to fully perform the work to be contracted to the satisfaction of the Town and to begin work promptly when awarded.

13. **BIDDER'S REPRESENTATIONS.** The Bidder represents and acknowledges that it: (a) has received, read and understands this RFP, addenda, plans and specifications, if any; (b) is familiar with the project and scope of work associated therewith; (c) has been regularly engaged in the business of such work as they propose to perform in response to this RFP; (d) fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to fully perform the work to be contracted to the satisfaction of the Town and to begin work promptly when awarded without exception or qualification, except as expressly stated in the proposal; (e) is familiar with and shall comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP; (f) has not colluded with any other person or entity in regard to any proposal submitted; (e) is not barred from proposing or performing work in any jurisdiction and, (dg if this RFP includes work to be performed to or upon Town property, has visited and physically examined the property and the surrounding territory, and thoroughly familiarized itself with all conditions of the property, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the work to be done and labor and materials to be furnished for the proper completion of the work, before submission of this proposal with the understanding that any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

14. **INSURANCE.** The Bidder shall, at its own expense and cost, obtain and keep in force, at a minimum, the insurance set forth in the Mandatory Insurance Requirements, attached hereto and incorporated by reference into this RFP. The Town reserves the right to request from the Bidder a complete, certified copy of each required insurance policy. At least five (5) days before the contract is executed and prior to commencement of any work contemplated thereby, the Bidder shall provide the Town a certificate of insurance, executed by an authorized representative of the insurance company, in form and substance satisfactory to the Town. The Town reserves the right to reject insurance companies. Noncompliance with this article or the Mandatory Insurance Requirements may result in disqualification of the Bidder and proposal and termination of the contract. The Town reserves the right to withhold payment from the Bidder until evidence of satisfactory insurance has been received by the Town.

15. **SECURITY/BONDS.**

a. **Proposal Security/Bond.** Proposal security in the form of a certified check or bid surety bond issued by a bonding company licensed to do business in the State of Connecticut, is required in the amount of at least 5% of the total amount set forth on the Fee Proposal Form and shall be payable to the "Town of Monroe."

b. <u>**Performance Security/Bond**</u>. The successful Bidder shall, within seven (7) days after receipt of the Notice of Award, furnish the Town with a performance, labor and material payment bond in an amount not less than one hundred percent (100%) of the award, in form and substance satisfactory to the Town. The Town reserves the right to withhold payment from the Bidder until the evidence of performance security/bond in compliance with this article has been received by the Town.

c. <u>Additional Security/Bond-Non-Resident Contractors.</u> Non-resident contractors shall deposit with the Department of Revenue Services an additional sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid. If this security/bond is not deposited with the State, the Town shall deduct and submit 5% of the total contract value to the State.

d. <u>Acceptable Bond Companies</u>. All bonds shall be written by a surety company or companies licensed in the State of Connecticut and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town reserves the right to reject surety companies. If an approved surety bond cannot be provided, the bidder shall be deemed non-responsive. A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website at https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html.

e. **Disqualification**. Noncompliance with Security/Bond requirements as set forth in this article shall result in disqualification of the Bidder and proposal.

16. <u>AWARD CRITERIA/PRELIMINARY SELECTION/CONTRACT EXECUTION</u>. The Town reserves the right to correct, after Bidder verification, any mistake in a proposal that the Town determines to be a clerical or scrivener's error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town further reserves the right to award all or any portion of this RFP to any single or combination of separate Bidders or proposals.

The proposals will be evaluated by a Review Committee ("Committee") which will select the proposal that best meets the criteria set forth in the RFP and is in the best interests of the Town, including without limitation, the fee, proposal, the Bidder's understanding of the RFP requirements, approach and timeline; the locale of the Bidder's offices, personnel and staffing; the Bidder's personnel and staffing, resources, experience, references, capabilities, past performance; and any other criteria it determines relevant and in its best interests. The Town may reject any Bidder if, in the sole judgment of the Town, the Bidder's past performance gives rise to a substantial risk that the Bidder may not provide satisfactory performance. The Town reserves the right to pursue or reject any and all proposals, in whole or in part, to give preference to local businesses, and to pursue any proposal deemed to be in the best interests of the Town, notwithstanding it may not be the lowest Bidder. The Town is not under any obligation to award a contract to the lowest Bidder.

If interviews are deemed necessary, a short list of Bidders will be developed and specific information required for the interviews will be provided to Bidders at the time of notification.

The Town shall not award the proposal to any person or business (including any person or business under common control with any Bidder) that is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation or, whom, in the discretion of the Town, has been so within the prior five (5) years on a material obligation.

The Town will issue a Preliminary Notice of Award. The Preliminary Notice of Award may be subject to further negotiations with the Bidder. The making of a preliminary award to a Bidder does not provide the Bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Bidder has rights, and the Town has obligations, only if and when a formal Contract is executed by the Town and the Bidder, as approved by the Monroe Town Council.

If the Bidder fails to provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the Bidder and may enter into discussions with another Bidder.

17. **EXCEPTION TO SPECIFICATIONS.** No protest regarding the validity or appropriateness of any portion of the RFP, its addenda, plans or specifications will be considered, unless the protest is filed in writing with the Town prior to the Response Deadline. All proposals rendered shall be considered satisfactory and compliant with any specifications unless exceptions are noted on a separate page dated and signed by the Bidder.

18. **LIST SUBCONTRACTORS.** Prior to entering into any subcontract agreement for the work described in the contract, the Bidder shall provide the Town with written notice of the identity (full legal name, business address and telephone number) of each proposed subcontractor on the List of Subcontractors provided. The Town may object to any proposed subcontractor by providing the Bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractors, whereupon the Bidder shall not use any such subcontractor for any portion of the work described in the contract.

19. <u>LIST OF REFERENCES</u>. The Bidder shall disclose to the Town a list of at least three (3) references (full legal name, business address and telephone number) for past performance on similar projects of comparable size and scope within the last five (5) years.

20. <u>SELECTION CRITERIA</u>. Bidder will be evaluated by the Committee based on the following criteria:

a. Demonstrated specialized experience and competence in providing the services outlined in this RFP document.

b. Examples of past performance on similar services and references for services of comparable size and scope within the last five (5) years.

c. Competitiveness of the fee proposal and the capacity and capability to complete all work on-time and within budget.

d. The knowledge of the Bidder and its relative experience with municipalities and public sector entities in the State of Connecticut.

e. Suggestions for improvement, innovation, efficiency and fiscal economy relative to the project.

f. Quality of submission and understanding of the project requirements, including timeline, budget and scope of work.

g. The Committee will individually review and rank each proposal based on the criteria outlined in the RFP document.

h. After the opening of the proposals, one or more Bidder may be asked to provide additional information, to meet with the Committee to discuss their proposal, or to address such other issues as deemed in the best interests of the Town.

i. The Committee will meet to discuss Bidder's experience, credentials and qualifications, including its personnel.

j. The Committee may short-list Bidders for interview in order to clarify qualifications and verify its evaluation.

k. No additional services or significant changes to the proposals during the interview will be entertained.

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS INSTRUCTIONS TO BIDDERS

1. The Town reserves the right to amend or terminate this RFP, accept or reject any and all bids, in whole or in part, to waive any informalities, deficiencies, omissions, excess verbiage, or technical defects in any proposal, to give preference to local businesses, and to award a contract to the Bidder that it determines is in its best interest.

m. The Town reserves the right to negotiate fees with the selected Bidder.

21. <u>TAX EXEMPTION</u>. The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6002038 and Conn. Gen. Stat. Chapter 219, § 12-412(1), as may be hereafter amended. No exemption certificates are required, and none will be issued.

END OF STANDARD INSTRUCTIONS TO BIDDERS

REQUIRED GENERAL CONTRACT TERMS

The following provisions are mandatory terms which shall be incorporated into the Town's contract with the successful Bidder.

1. **LIABILTY OF BIDDER/DEFENSE, HOLD HARMLESS AND INDEMNIFICATION.** The Bidder shall safely guard the Town's property from injury or loss in connection with its performance of the work set forth in the RFP and this contract. The Bidder shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Bidder shall, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officiers, officials, agents, volunteers and independent contractors, jointly and severally, and in their fiduciary and individual capacity, (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees and costs, arising out of or relating, directly or indirectly, to the Bidder's acts or omissions relative to the performance of the work, the RFP and the Contract. The Bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the Bidder's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee or agent of the Bidder, or anyone directly or indirectly employed or contracted with by the Bidder, or anyone for whose acts or omissions the Bidder is or may be liable, the Bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the Bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The Bidder shall pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Bidder's obligations under this section. The Bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town shall NOT defend, indemnify, or hold harmless the Bidder.

2. **NO ASSIGNMENT/SUBCONTRACTING.** No rights under the RFP, award or any contract may be assigned or transferred without the consent of the Town. The Bidder may only propose to enter into a subcontract agreement for any work described in the contract with a subcontractor set forth on the List of Subcontractors submitted with the proposal. The Bidder shall provide the Town with written notice of its intention to enter a contract with listed subcontractor whereupon the Town shall have seven (7) business days from receipt of said notice to object. Upon notice of objection, the Bidder shall not use that subcontractor for any portion of the work described in the Contract. All subcontractors shall be subject to the same terms and conditions as the Bidder and notwithstanding any permitted subcontracting the **Bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract** and of persons employed, whether directly or indirectly, by its subcontractor(s). The Bidder shall promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law

3. <u>W-9 FORM</u>. The Bidder shall provide the Town with a completed W-9 form contemporaneous with Contract execution.

4. **<u>PAYMENT.</u>** Except as otherwise set forth in the contract, the Town shall endeavor to make payment within thirty days (30) after the last to occur of: delivery of the item; acceptance of the work; or receipt of a properly completed invoice/pay requisition. All requisitions for payment shall include certified payrolls from the Bidder. For projects that do not require a performance or proposal bond, the Town reserves the right to retain five percent (5%) of the total contract amount, which shall be payable ninety (90) days after the last to occur of final payment or acceptance of the work by the Town. The Bidder shall provide the Town with proof of payment and subcontractor lien waivers contemporaneously with each requisition submitted to the Town and as a condition of any payment obligation of the Town.

5. **PERFORMANCE OF THE WORK.** The Bidder shall perform all work and furnish all equipment, materials, tools, and appliances necessary or proper to comply with its obligations pursuant to the contract, including the RFP, addenda, plans, specifications and other directives of the Town, as may be given from time to time during the progress of the work, to the satisfaction of the Town and in accordance with and for the consideration herein agreed upon. The Bidder shall perform the work in an first class manner and so as not to interfere with or willfully annoy employees and officials of the Town. The Bidder shall employ only competent employees trained/certified/licensed to perform the work. The Bidder shall forthwith and forever discharge from the work any employee whom, in the Town's opinion, is, incompetent, unfaithful, disorderly, or otherwise unsatisfactory to the Town.

6. <u>TOWN INSPECTION OF WORK.</u> The Town reserves the right to and may at all reasonable times inspect the Bidder's work. This right of inspection is solely for the Town's benefit and shall not join the Town in any responsibility for discovering patent or latent defects. The Bidder has the sole and exclusive responsibility for performing the work in accordance with the Contract.

7. **<u>REJECTION OF WORK</u>**. The Bidder, at its sole cost and expense, shall remove from the Town's property all materials, items, commodities and/or work which do not conform to the contract or have or will result in inferior or unsatisfactory work, within forty-eight (48) hours of the Town's notice of rejection, except where safety or health issues are present whereupon immediate removal may be demanded by the Town. The Bidder shall forthwith replace and correct all rejected materials, items, commodities and/or work in the direction of the Town and to its reasonable satisfaction. The Bidder's failure to timely comply with any notice pursuant to this section shall be deemed default of the contract.

8. <u>GUARANTEE OF THE WORK.</u> The Bidder hereby guarantees for a minimum period of one (1) year from the date of the Town's final acceptance of all the work as substantially complete, all equipment, materials, and work performed against defective material and workmanship. The cost of all labor, materials, shipping charges, and other expenses in conjunction with the replacement of defective or unsatisfactory work, equipment, or materials shall be borne by solely the Bidder. Upon written notice from the Town, the Bidder, at its sole cost and expense, shall forthwith remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any property caused by the Bidder incidental to this work, in strict compliance with direction from the Town.

9. <u>NONDISCRIMINATION/AFFIRMATIVE ACTION</u>. The Bidder shall not discriminate or permit discrimination in any manner prohibited by the laws of the United States or the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, mental or physical disability or veteran status, in their employment practices, in any

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contractual arrangements, in all service and accommodation they offer to the public, and in any of their business operations.

The Bidder shall comply with all provisions of federal and state discrimination laws including without limitation, the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972. Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rules and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

Any violation of these provisions shall be considered a material violation of the contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the contract and may result in ineligibility for further Town contracts.

10. COMPLIANCE WITH IMMIGRATION LAWS/AUTHORIZATION TO WORK. The

Bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors, and other personnel it provides under this Contract are authorized for employment in the United States. The Bidder further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Bidder agrees to hold harmless and indemnify the Town in the event that any of the employees, independent contractors, and other personnel provided by the Bidder are found to be unauthorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Bidder. The Bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the Bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs. The Bidder's obligations under this section shall survive the termination or expiration of the Contract.

11. <u>CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP.</u> If the Bidder ceases to exist or operate, dissolves as a business entity, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town may terminate the contract effective immediately whereupon the Town, may, in its sole discretion as it deems appropriate and without prior notice to the Bidder, make arrangements with another person or business entity to complete the performance of the contract without waiver and with full reservation of the Town's rights to enforce all of its rights at law, in equity and or under the contract.

12. **INDEPENDENT CONTRACTOR STATUS/NON-EMPLOYMENT RELATIONSHIP.** The Town and the Bidder are independent parties. Nothing contained in the contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the contract. The Bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers' compensation and employment insurance coverage, and disability. The Bidder shall be solely responsible for any applicable taxes attributable to the contract or its performance of the work thereunder.

13. <u>COMPLIANCE WITH LAWS; PERMITS.</u> All applicable federal, state, and local laws, rules and regulations, codes and orders of governmental bodies having jurisdiction over the locality of the project shall apply to the contract, are deemed to be included herein, and shall be strictly complied with by the Bidder. The Bidder shall indemnify and hold the Town harmless from and against all damages that may

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS GENERAL CONTRACT TERMS

be assessed against the Town on account of the Bidder's noncompliance including but not limited to, settlement fees, judgments and attorneys' fees and costs. The Bidder shall, at its own expense, obtain all permits and approvals from all such governmental bodies as may be required for the performance of the contract, and shall notify the Town in writing within twenty-four (24) hours of the loss or suspension of any such approval or permit. Should the total amount of the project, including any current or future change orders, exceed \$100,000.00, all work shall be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us.

The Bidder confirms compliance with the Davis-Bacon and Related Acts, which apply to contractors and subcontractors performing federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <u>https://www.dol.gov/whd/govcontracts/dbra.htm</u>.

The Town shall apply the most current wage decision applicable at the time of delivery of the Notice of Award. The Bidder certifies that all equipment shall comply with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The Bidder further certifies that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards.

14. **<u>RIGHT OF TOWN TO TERMINATE CONTRACT.</u>** Should the Town, at any time, be of the opinion that: (i) the Bidder has or is willfully violating any of the conditions of this contract; (ii) is not performing the contract in good faith; (iii) the work is unnecessarily delayed and may not be finished within the prescribed contract time; or (iv) the work to be done under this contract has been abandoned, then the Town may provide written notice to the Bidder (and or Surety) demanding the Bidder correct the unsatisfactory conditions within five (5) business days. Should the Bidder fail to correct, or take such measures as will, in the sole judgment of the Town, correct the unsatisfactory conditions and ensure the timely completion of the work, the Town may order the discontinuance of all or any portion or the work whereupon the Bidder shall cease to continue said work. The Town may, in its discretion, thereafter, make arrangements with another person or

business entity to complete the performance of the contract without waiver and with full reservation of the Town's rights to enforce all of its rights at law, in equity and or under the contract. The new contractor may use such materials, tools, and appliances found upon the property or to procure other materials, tools, and appliances for the completion of the wqork and charge the expenses of said labor, materials, tools, and appliances to the Bidder; and the expense so charged shall be deducted and paid by the Town out of such money as may be then due, or may at any time thereafter grow due to the Bidder under and by virtue of this contract, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Bidder, the Bidder shall be entitled to receive the difference; and in case greater, the Bidder shall pay amount of such excess so due.

15. <u>APPLICABLE LAW AND FORUM</u>. Except as provided herein, this contract shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of law

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS GENERAL CONTRACT TERMS

principles. The Parties submit to personal jurisdiction in and for the Connecticut Superior Court for the Judicial District of Fairfield at Bridgeport and hereby waive all objections to same as the place of venue.

16. **<u>HEADINGS AND CAPTIONS</u>**. The headings and captions inserted into this contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of this contract, or any provision hereof, or in any way affect the interpretation of this contract.

17. MISC. REPRESENTATIONS. The Bidder represents:

a. that it, nor any of its officers, directors, members, partners or other person or business who has administrative or managerial control of the Bidder:

i. is currently in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation or has been so within the prior five (5) years;

ii. has secured the contract without collusion or fraud;

iii. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from proposing or performing work in any jurisdiction.

b. that no officer or employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of the work or business to which it relates, or in any portion of the profits thereof, except as permitted by the Town Code of Ethics, which may be found at https://ecode360.com/12124160.

c. that it shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval; and,

d. that it shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the contract or until all pending Town, state and federal audits are completed, whichever shall last occur. Such records shall be available for examination and audit by Town, state and federal representatives upon request during that time.

END OF REQUIRED GENERAL CONTRACT TERMS

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Without limiting its liability, the Bidder shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the work in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Bidder's policies.

Minimum Scope and Limits of Insurance:

Worker's Compensation and Employers Liability Insurance.

In accordance with the requirements of the laws of the State of Connecticut.

\$500,000 Employer Liability each accident/each employee by disease.

Commercial General Liability Insurance.

Bodily Injury, Personal Injury and Property Damage- \$1,000,000 each occurrence/ \$2,000,000 aggregate. Products/Completed Operations- \$1,000,000 each occurrence/\$2,000,000 aggregate.

Automobile Liability Insurance- A combined single limit of 1,000,000. This policy shall include all liability of the Bidder arising from the operation of all self-owned motor vehicles used in the performance of the contract; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the Bidder, but used in the performance of the work, and rider CA9948 or equivalent.

Cyber Liability Insurance- \$1,000,000 each occurrence/\$1,000,000 aggregate.

Professional/Errors and Omissions Insurance- \$1,000,000 each occurrence/ \$2,000,000 aggregate. **Umbrella/Excess Liability Insurance-** \$3,000,000 each occurrence/\$3,000,000 aggregate. Such coverage must follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Bidder shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including but not limited to attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Bidder, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Bidder shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Bidder shall not be required to

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS MANDATORY INSURANCE REQUIREMENTS

indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Bidder shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, the Bidder shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the contract.

Acceptability of Insurers: The Bidder's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town.

Subcontractors: The Bidder shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town prior to the commencement of work, as required herein.

Aggregate Limits: The Bidder shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Bidder shall reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Bidder.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Bidder to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this contract.

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Bidder and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS MANDATORY INSURANCE REQUIREMENTS

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the contract shall include the Town as Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town. The Town and/or its representative retain the right to make inquiries to the Bidder, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Bidder shall relieve the Bidder of its full responsibility to provide insurance as required under this contract.

Bidder's Insurance Additional Remedy: Compliance with the insurance requirements of this contract shall not limit the liability of the Bidder or its sub-contractors/firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this contract, the Bidder shall furnish Certificate(s) of Insurance to the Town prior to the award of the contract if required by the RFP, but in all events prior to Bidder's commencement of work under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to:

Office of the First Selectman Town of Monroe 7 Fan Hill Road, Monroe, CT 06468

The term "Bidder" shall include their respective agents, representatives, employees, and subcontractors, and their respective agents, representatives, and employees; and the term " Town shall include their respective officers, agents, servants, officials, employees, volunteers, boards, commissions, authorities, and committees.

END OF MANDATORY INSURANCE REQUIREMENTS

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS BIDDER'S FEE PROPOSAL

BIDDER'S FEE PROPOSAL

TOWN OF MONROE				
BID / PROPOSAL		# 2025-02		
DATE ADVERTISED June 24, 2025			DATE / TIM July 16, 2025/1	
NAME OF PROJECT	STORM DRAINAGE AND CATCH BASIN REHABILITION			

IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA. AS REQUIRED:

Addendum #1 _____(initial/date) Addendum #2 _____(initial/date) Addendum #3 _____(initial/date)

OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

1. Included a copy of the Bid Bond as per Section 9 of the Information for Bidders. Original Bond to be mailed as specified herein.

2. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 16 of the Information for Bidders.

3. Included Qualifications Statement as per Section 19 of the Information for Bid

4. Prepared ONE consolidated pdf file for on-line bid submission.

BIDDER NAME:

STORM DRAINAGE AND CATCH BASIN REHABILITATION BIDDER'S FEE PROPOSAL

BIDDER NAME:_____

LINE <u>NO</u> .	ITEM <u>NO.</u>	ITEM DESCRIPTION	<u>UNIT</u>	<u>QTY</u>	UNIT <u>PRICE</u>	<u>EXT</u>
1	0406002 A	Temporary Pavement	SY	238		
2	0586601	Reset Type "C" Catch Basin	EA			
3	0586603	Reset Type "C" Catch Basin Double Grate Type 1	EA	1		
4	0586620	Reset Type "C-L" Catch Basin	EA	5		
5	0586750	Type "C" Catch Basin Top	EA	60		
6	0586751	Type "C" Catch Basin Top Double Grate Type 1	EA	1		
7	0586760	Type "C-L" Catch Basin Top	EA	6		
8	M0101831	12" HDPE Pipe- 0'-10' Deep	LF	91		
9	M0101832	15" HDPE Pipe- 0'-10' Deep	LF	6100		
10	M0101833	18" HDPE Pipe- 0'-10' Deep	LF	30		
11	M0101834	24"HDPE. Pipe- 0'-10' Deep	LF	150		
12	0944000 A	Furnish and Placing Topsoil	SY	500		
13	0950005 A	Turf Establishment	SY	500		
14	0970007 A	Traffic person (Uniformed Flagger)	HR	640		
15	M-911	Police Traffic Control	HR	1	\$150.00	
15	0971001 A	Maintenance and Protection of Traffic	LS	1		
16	M-800	Miscellaneous Additional Work	LS	1	\$75,000.00	
	0975004	Mobilization and Project Closeout	LS	1		

STORM DRAINAGE AND CATCH BASIN REHABILITATION **BIDDER'S FEE PROPOSAL**

BIDDER NAME:

TOTAL BID AMOUNT: \$______(Numeric)

WRITTEN TOTAL BID AMOUNT:

Note:

In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the **unit prices** contained in the bid proposal.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Monroe's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes ____ No ____*

ACKNOWLEDGEMENT. In submitting this Fee Proposal Form, the undersigned Bidder

acknowledges that the Total Proposal set forth above is all-inclusive and the guaranteed maximum price, including without limitation, all labor, materials, transportation, hauling, fees, insurances, bonds/ letters of credit, profit, security, permits and licenses, and any and all other costs required to complete the work set forth in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES.

a. Exceptions to/Clarifications of/Modifications of the RFP

This proposal <u>does not</u> take exception to or seek to clarify or modify any requirement of the RFP, including without limitation, the Plans, Specifications, or Required Contract Terms as set forth in this RFP. The Bidder agrees to each requirement, term, provision and condition of this RFP.

OR

This proposal **does** take exception to or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms.

Attached is a sheet fully describing each such exception.

b. State Debarment List

Is the Bidder on the State of Connecticut's Debarment List?

 \Box No \Box Yes

c. Occupational Safety and Health Law Violations

Has the Bidder, including any person or business in which it has an interest or in which it has any common control: (i) been cited for three (3) or more willful or serious violations of any occupational

STORM DRAINAGE AND CATCH BASIN REHABILITATION BIDDER'S FEE PROPOSAL

safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three (3) year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction); or (ii) received one or more criminal convictions related to the injury or death of any employee in the three (3) year period preceding the proposal?

 \Box Yes \Box No

If "yes," attach a sheet fully describing each such matter.

d. Arbitration/Litigation

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), been involved for the most recent ten (10) years in any pending or resolved arbitration, litigation or disciplinary action whether pending or resolved?

 \Box Yes \Box No

If "yes," attach a sheet fully describing each such matter.

e. <u>Criminal Proceedings</u>

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), ever been the subject of any criminal proceedings?

 \Box Yes \Box No

If "yes," attach a sheet fully describing each such matter.

f. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder, including any person or business in which it has an interest or in which it has any common control, or any of its principals (regardless of place of employment), ever been found to have violated any federal, state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts with any governmental body?

 \Box Yes \Box No

If "yes," attach a sheet fully describing each such relationship.

BID # 2025-02

STORM DRAINAGE AND CATCH BASIN REHABILITATION BIDDER'S FEE PROPOSAL

g. <u>No Conflict of Interest</u>

Is the Bidder aware of any personal or business relationship between a Town officer, employee or volunteer and an officer, director, member, manager or partner of the Bidder that could be regarded as creating a conflict of interest?

 \Box Yes \Box No

If "yes," attach a sheet fully describing each such matter.

h. Binding Effect.

The undersigned is an authorized representative of the Bidder and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than ninety (90) days from the Response Deadline.

□ Yes □ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A DULY AUTHORIZED PRINCIPAL, OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL ("BIDDER"). SIGNATURE BELOW CONSTITUTES THE BIDDER'S REPRESENTATION THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

(Print Bidder's Full Legal Name)

By: ____

(Signature)

(Date)

(Print Name and Title)

END OF BIDDER'S FEE PROPOSAL

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS **BIDDER'S NON-COLLUSION AFFADAVIT**

BIDDER'S NON-COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

the proposal is genuine, not collusive nor a sham proposal;

the Bidder developed the proposal independently and submitted it without collusionand without any agreement, understanding, communication or planned commoncourse of action with any other person or entity designed to limit independent competition;

the Bidder has not communicated the contents of its proposalto any person not an employee or agent of the Bidder and will not communicate its proposal to any such person prior to the official opening of the proposal; and,

no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance therewith.

(Print Bidder's Full Legal Name)

By: (Signature)

(Date)

(Print Name and Title)

Subscribed and sworn to before me, the undersigned Notary Public, this day of , 2025.

Notary Public My Commission Expires:

END OF NON-COLLUSION AFFIDAVIT

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS BIDDER'S LEGAL STATUS DISCLOSURE

BIDDER'S LEGAL STATUS DISCLOSURE

Each Bidder must complete the applicable section below, attaching a separate sheet if additional space is required.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Bidder's employees to carry on the Bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

Business Structure:	□ Sole Proprietorship	Partnership
	□ Limited Liability Company	□ Corporation
Bidder's Full Legal Name:		_
Trade Name(s) (DBA):		
Business Address:		
Mailing Address:		
Number of years engaged in	business under business name or tra	de name:
The Bidder scope of busines	s is primarily (check one): \Box local \Box] regional 🗆 national 🗆 international
Does the Bidder have a "per	nanent place of business" in Connec	ticut, as defined above? \Box Yes \Box No
If yes, please state the addres	SS:	
If a Sole Proprietorship:		
Owner's Name:		
Owner's Home Address:		
If a Partnership:		
List the Name, Title, Owners	hip Interest and Address of each Par	tner
Name/Title/Interest:		
Home Address:		
Name/Title/Interest:		
Home Address:		

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS BIDDER'S LEGAL STATUS DISCLOSURE

If a LLC:

List the Name, Title, Ownership Interest and Address of each Member: Name/Title/Interest: Home Address: Name/Title/Interest: Home Address: Name/Title/Interest: Home Address: Name/Title/Interest: Home Address: If a Corporation: List the Name, Title, Ownership Interest (if any) and Address of each Director and Officer: Name/Title/Interest: Home Address: Name/Title/Interest: Home Address:

END OF BIDDER'S LEGAL STATUS DISCLOSURE

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS BIDDER'S STATEMENT OF REFERENCES

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references and samples of the work performed:

BUSINESS NAME:		
ADDRESS:		
CITY, STATE, ZIP:		
	PHONE:	
CONTACTNAME	TITLE:	
BUSINESS NAME:		
ADDRESS:		
CITY, STATE, ZIP:		
	PHONE:	
CONTACT NAME:	TITLE:	
BUSINESS NAME:		
ADDRESS:		
CITY, STATE, ZIP:		
EMAIL:	PHONE:	
CONTACT NAME:	TITLE:	
BUSINESS NAME:		
ADDRESS.		
CITY, STATE, ZIP:		
EMAIL:	PHONE:	
CONTACT NAME:	TITLE:	
BUSINESS NAME:		
ADDRESS:		
CITY, STATE, ZIP:		
EMAIL:	PHONE:	
CONTACT NAME:	TITLE:	

END OF STATEMENT OF REFERENCES

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS BIDDER'S LIST OF SUBCONTRACTORS

BIDDER'S LIST OF SUBCONTRACTORS

List all subcontractors which you intend to work on the project (add additional pages if required):

BUSINESS NAME:			
ADDRESS:			
EMAIL:		PHONE:	CONTACT
NAME:	TITLE:		
PROPOSED WORK:			
BUSINESS NAME:			
ADDRESS:			
CITY, STATE, ZIP:			
· · · · · · · · · · · · · · · · · · ·		PHONE:	
			<u></u>
PROPOSED WORK:			
BUSINESS NAME:			
		PHONE:	CONTACT
NAME:			
PROPOSED WORK:			
BUSINESS NAME:			
CITY STATE ZID.			
		PHONE:	CONTACT
NAME:	TITLE:		
PROPOSED WORK:			
BUSINESS NAME:			
CITY STATE 7ID.			
EMAIL:		PHONE:	
PROPOSED WORK:			

END OF LIST OF SUBCONTRACTORS

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS GENERAL CONSTRUCTION SPECIFICATIONS

WORKMANSHIP, MATERIALS, AND EMPLOYEES

Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the General Foreman, Road Inspector or Deputy Director of Public works of the Town of Monroe acting personally or through any assistants duly authorized.

The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The wording "furnish", "install", "construct", "furnish and install", or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

SUPERINTENDENT

The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

PRECONSTRUCTION MEETING

A Preconstruction Meeting will be held with the Town, Contractor, and any private utility company prior to commencing any work. The Town shall arrange the meeting based on a mutually convenient time.

PERMITS

Other than local permits, all permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

PROPERTY ACCESS

The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.

The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract. Such barriers including temporary construction fence as directed by the Engineer, shall not be measured for payment, but rather included in the general cost of the work. Temporary signage shall be measured for payment under the Construction Signs pay item.

The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS GENERAL CONSTRUCTION SPECIFICATIONS

The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

EXISTING IMPROVEMENTS

The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

Property within and adjacent to the side of installation such as shrubs, walks, driveways, fences, etc.

Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

SEPARATE CONTRACTS

The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Monroe forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

INSPECTION OF WORK

The Town shall provide sufficient personnel for the inspection of the work.

The Town shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

RIGHT TO INCREASE OR DECREASE WORK

The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

STORM DRAINAGE AND CATCH BASIN REHABILITATION LOCATED ON VARIOUS TOWN ROADS GENERAL CONSTRUCTION SPECIFICATIONS

CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

Additional costs incurred over and above the original Contract shall be borne by the Contractor.

DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

CLEANING UP

The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Monroe harmless from loss on account thereof, except that the Town of Monroe shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

END OF GENERAL CONSTRUCTION SPECIFICATIONS

NOTICE TO CONTRACTOR

Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal, and Contract. The Contractor shall perform all work in close conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans or as modified by written orders, including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

Much time and effort has gone into this project in an effort to minimize impact on trees and adjacent properties. Extreme care shall be taken by the Contractor to honor commitments made by the Town. Prior to doing any work, the Contractor should meet with the Engineer to become familiar with the conditions encountered and commitments made.

The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 (Form 818) 2020 latest edition including supplements thereto **dated July 2023**, are the governing specifications and are to **be considered part of the** Contract Documents. The Form 818 shall not be provided by the Town and any cost associated therewith shall be the responsibility of the Contractor. In case of any discrepancy between the Contract Drawings or Specifications and the Form 818, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.

This Contract includes storm drainage pipe replacement and catch basin rehabilitation work located on the list of roads below within the Town of Monroe.

Catch Basin Rehabilitation located on the following Road: OLD ZOAR ROAD.

Storm drainage pipe replacement consists of the removal of the existing corrugated metal pipe (CMP) and replacement of the storm drainage pipe with HDPE pipe of the same size and installed to the existing lines and grades from the catch basin structure locations listed in the table above. Prior to construction, town forces will field verify the storm drainage pipe replacement limits and catch basin rehabilitation locations with the contractor.

The Town of Monroe reserves the right to increase or decrease the scope of work included in this bid as described in Special Conditions Section 14.00 based on the availability of Town crews to perform portions of this work and as required for the Town to meet schedule obligations and available funding. The additional contract time needed to support any increase in Scope of Work will be negotiated with the Contractor.

Storm drainage pipe replacement and catch basin rehabilitation improvements located on the street outlined within this contract are being performed in preparation for a town administered full depth pavement reclamation or milling and paving work to be completed by others under a separate contract. Completion date described under Special Conditions Section 11.00 is **required** in order to meet full depth pavement reclamation, milling and paving schedules obligated under these other contracts. Contractor shall be prepared to mobilize all resources necessary to comply with the completion date stipulated.

The Town also reserves the right to expand the scope of work to include additional storm drainage replacement and catch basin rehabilitation on other roads at the unit prices indicated in this contract. The required completion date for any such extra work would be determined based on mutual agreement with the contractor.

<u>Reset Catch Basins</u>: All catch basins identified for reset shall have the existing tops removed for re-use or disposal as determined by the Engineer. The structure shall be demolished to the limits of deteriorated

concrete as determined in the field or as directed by the Engineer. New concrete brick and/or block shall then be installed as required to replace the deteriorated portion of the structure and the interior of the structure shall be repointed to repair all other interior defects. Reconstruction of demolished portions of catch basins utilizing pre-cast components is acceptable.

The new catch basin top, frame, and grate will be paid for separately at the contract unit price each for such "(Type) Catch Basin Top" complete in place.

<u>Catch Basin Tops</u>: All replacement catch basin tops within the project limits are for bituminous concrete lip curbing unless otherwise denoted on the plans. All replacement

catch basin tops shall be reset to its original elevation. Vertical layout elevation control for each catch basin top replacement is the responsibility of the contractor. Re-use of an existing catch basin top shall be determined by the Engineer.

Saw cutting of Bituminous Concrete: Saw cutting of the bituminous pavement required for the replacement of the storm drainage pipes under this contract will not be measured for payment but the cost shall be considered included in the contract bid price for "Temporary Pavement".

Catch Basin rehabilitation work area shall be confined to a single lane in the same direction progressing up one side and down the other to complete one street at a time.

At the end of each day, the contractor is required to have each work area location completely stabilized for safe passage of traffic. This includes securing the new catch basin frame and grate to the structure and installation of full depth bituminous patch installed to grade. Overnight plating of any open excavation(s) will not be allowed.

The Contractor shall ensure that suitable temporary access is provided to all residential and commercial driveways at all times as described in the Special Provision for Maintenance and Protection of Traffic.

Limitations on work hours are described in Special Conditions Section 17.00 and in the Special Provisions. The Contractor shall understand and strictly comply with these limitations.

COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Deputy Director of Public Works, 7 Fan Hill Rd. Monroe ct. 06468, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

WORK BY OTHERS

Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the Contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

CONTRACTOR'S WORK AND STORAGE AREA

The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at no cost to the Town.

DISPOSAL AREA

The Garder Rd. Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. Prior to any disposal, the Contractor is required to register all vehicles being utilized for disposal and obtain a permit for each vehicle from the Public Works Department. Waste disposal guidelines for the Bulky Waste facility are published on the Town web site. Each bidder shall have reviewed and understand these guidelines prior to submitting a bid for the project.

Acceptable materials generally include such materials as brush, leaves, wood materials, and excess excavated earth materials. Unacceptable materials generally include such item as stumps, hazardous wastes such as pesticides, oil-based paints and thinners; or other wastes as designated by the State Department of Energy and Environmental Protection. Demolition material cannot contain asbestos or other hazardous materials. The Contractor shall obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

DUST CONTROL

During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed, without additional compensation.

MAINTENANCE / GUARANTEE PERIOD

The Contractor shall be held responsible to the Town for maintenance with respect to defects, settlements, etc. for a minimum period of one-year following the date of final acceptance of the project by the Town.

PROTECTION OF EXISTING UTILITIES

Prior to opening an excavation, effort shall be made to determine whether underground installations, (i.e., sewer, water, fuel, electric lines, etc.) will be encountered and, if so, where such underground installations are located. Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

There will be no extra payment for submitting plans or details or for any work related to supporting and protecting all existing utilities during construction.

TIME FOR COMPLETION/NOTICE TO PROCEED

The work under this Contract shall commence on or around June 30, 2025, or on the date ordered by the Engineer in the Notice to Proceed. All contract work shall be completed within 75 calendar days of the start date listed in the Notice to Proceed. Contract work on the road listed below shall be completed sequentially on or before the dates specified in order to meet the Town of Monroe roadway paving schedule.

DATE October 31, 2025

Old Zoar Road

Within five (5) business days after the date of the Notice of Award, the Contractor must provide the appropriate bond and insurance certificates to the Town Purchasing Agent and must be issued a Notice to Proceed and Purchase Order for the Project prior to initiating any work.

When the Contract time is stated on a calendar-day basis, that time shall be the number of consecutive calendar days contained in the Contract period, excluding the time period from each December 1 through the following March 31 (the "winter shutdown period"). The time will be computed as herein provided on a consecutive-day basis, including all Saturdays, Sundays, holidays, and non-work days from April 1 through November 30 of each included year. Time will not be charged for days in the winter shutdown period. If the Engineer so approves, the Contractor may work on certain tasks of the Project during the winter shutdown period with no charge being made against the Contract time. If work during winter shut down is approved by the Town, approval may be granted with the condition that work under the items Traffic person (Municipal Police Officer) or Traffic person (Uniformed Flagger) will not be measured for payment, at the discretion of the Town.

LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work that the Contractor is required to perform under this Contract are impossible to determine, the Contractor and the Sureties shall be liable for and shall pay to the Town the sum of \$500.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above-stipulated completion, or completion as modified in writing by both parties, until such work is satisfactorily completed and accepted.

SCHEDULE OF DRAWINGS

No drawings are contained within this contract. All contract work locations and limits are identified in Special Conditions Section 01.03.

CHANGES IN THE WORK

The Town reserves the right to remove portions of the work indicated on the plans and specifications from the Contract or to self-perform portions of the work in order to meet schedule or funding obligations as may be required. The reduction in the scope work to be performed by the Contractor shall be made without invalidating the Contract or the unit prices there-in. Whenever work is done by the Town contiguous to other work covered by this Contract, the Contractor shall provide reasonable opportunity for the execution of the work and shall properly coordinate his work with that of the Town.

LAYOUT OF WORK

The Contractor is responsible to provide stake-out of the work in accordance with the plans and specification under the item for "Construction Surveying".

REMOVAL AND STORAGE OF MATERIALS AND STRUCTURES FOUND ON THE WORK

All salvable materials, including traffic signal equipment, topsoil, gravel, fill materials, etc. and structures, including drainage pipes, catch basins and manhole frames and covers, guide railing, etc. that are not to remain in place or that are not designated for use in the work, shall be carefully removed by the Contractor and delivered to the Town Highway Garage located at 447 Purdy Hill Rd. All salvable materials removed and stored shall remain the property of the Town. The Engineer shall determine the materials or structures to be salvaged.

PROSECUTION AND PROGRESS

ADVANCE NOTICE: The Contractor shall give the Engineer a seven-day advance written notice of construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closure of lane(s), or lane reductions. This advance notification will allow the Town to publish news releases and/or provide public radio announcements to inform the public of revised traffic patterns or possible traffic delays. Failure of the Contractor to provide such timely notice shall be considered a breach of Contract and will subject the Contractor to stop work orders until such time as the seven-day notice has been satisfied.

Work hour limitations are described in the Special Provision for Section 1.08 Prosecution and Progress. Work on weekends or during time periods other than those described will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

EXTRA WORK AND RETAINAGE

Extra and cost plus work shall be governed by Article 1.04.05 and Article 1.09.04 of the Form 818.

Article 1.09.06, Part A, Item 1 of the Form 818 is hereby modified as follows: Retainage shall be withheld in the amount of five (5) percent. Release of retainage shall be made upon final acceptance of the project by the Town.

SUBMITTALS AND MATERIALS TESTING

Contractor shall provide shop drawings, materials certificates, material samples, and other submittals for material testing in conformance with these specifications. A list of required submittals is located in Section 1.06- Control of Materials of these specifications.

END OF SPECIAL CONDITIONS

STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

BID # 2025-02

INDEX TO SPECIAL PROVISIONS

This index has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this index shall not be considered part of the contract.

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BID #2025-02

STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

BID # 2025-02

NOTICE TO CONTRACTOR - PROTECTION AND COORDINATION OF EXISTING UTILITIES

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the plans and as coordinated with the utilities. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", telephone: 8-1-1 or 1-800-922-4455 for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

Representatives of the various utility companies shall be provided access to the work, by the Contractor.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from the information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify the Engineer prior to the start of work and shall be responsible for all coordination with the Town. The Contractor shall allow the Engineer complete access to the work.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

Any damage to any existing private and public utility, as a result of the Contractors operations, shall be repaired to the utility's and Engineer's satisfaction at no cost to the Town or the Utilities, including all materials, labor, etc., required to complete the repairs.

The Contractor's attention is directed to the requirements of Section 1.07.13 - "Contractor's Responsibilities for Adjacent Property and Services".

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

The Contractor shall coordinate all utility relocations with the respective utility company. The Contractor shall notify Eversource Gas two weeks in advance of the required gas valve box adjustments as shown on the plans.

NOTICE TO CONTRACTOR – UTILITY COMPANIES

It is understood that any references in the contract documents to Northeast Utilities, CL&P and/or Yankee Gas are meant to refer to Eversource.

It is understood that any references in the contract documents to AT&T is meant to refer to Frontier Communications.

BID # 2025-02

NOTICE TO CONTRACTOR - RESET CATCH BASINS

All catch basins identified for reset shall have the existing tops removed for re-use or disposal as determined by the Engineer. The structure shall be demolished to the limits of deteriorated concrete as determined in the field or as directed by the Engineer. New concrete brick and/or block shall then be installed as required to

replace the deteriorated portion of the structure and the interior of the structure repointed. Reconstruction utilizing pre-cast component is also acceptable.

The new catch basin top, frame, and grate will be paid for separately at the contract unit price each for such "(Type) Catch Basin Top" complete in place

NOTICE TO CONTRACTOR - CATCH BASIN TOPS

All replacement catch basin tops within the project limits are for bituminous concrete lip curbing unless otherwise denoted on the plans. All replacement catch basin tops shall be reset to the original elevation. Vertical layout elevation control for each catch basin top replacement is the responsibility of the contractor. Re-use of an existing catch basin top shall be determined by the Engineer.

NOTICE TO CONTRACTOR - SAWCUTTING OF BITUMINOUS PAVEMENT

Saw cutting of the bituminous pavement required for the replacement of the storm drainage pipes under this contract will not be measured for payment but the cost shall be considered included in the contract bid price for "Temporary Pavement".

NOTICE TO CONTRACTOR – GENERAL PROJECT REQUIREMENTS

Contractor is required to confine their work area to a single street unless otherwise approved by the Engineer. Catch Basin rehabilitation work area shall be confined to a single lane in the same direction progressing up one side and down the other to complete one street at a time.

At the end of each day, the contractor is required to have each work area location completely stabilized for safe passage of traffic. This includes securing the new catch basin frame and grate to the structure and installation of full depth bituminous patch installed to grade. Overnight plating of any open excavation(s) will not be allowed.

Some work areas will require Municipal Police Officers, as directed by the Engineer. It is the Contractor's responsibility to obtain officers for the assignment as needed. The Contractor will receive the invoices for Police services and submit them to the Engineer for payment. The Contractor is only responsible for payment of Police services when the scheduled work ceases and Police services are not cancelled. The Contractor is required to submit Maintenance and Protection of Traffic Plans for review and approval by the Monroe Police Department.

The Contractor shall ensure that suitable temporary access is provided to all residential and commercial driveways at all times as described in the Special Provision for Maintenance and Protection of Traffic.

Limitations on work hours are described in Special Conditions Section 17.00. The Contractor shall understand and strictly comply with these limitations.

BID # 2025-02

STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

SECTION 1.04 SCOPE OF WORK

Article 1.04.01 – Intent of Contract is supplemented as follows:

The work under this contract consists of storm drainage pipe replacement of the existing corrugated metal pipe (CMP) and replacement of the storm drainage pipe with Plastic pipe (HDPE) of the same size and installed to the existing lines and grades from the catch basin structure locations listed in the table below. Additional work under this contract consists of the removal and replacement of existing catch basin frame and grates with new catch basin frames and grates of the type specified located on the list of roadways below. Prior to construction, town forces will field verify the storm drainage replacement limits and catch basin rehabilitation locations with the contractor.

The work under this contract is a portion of a town administered pavement rehabilitation program performed by a State of Connecticut Vendor In-Place Bid contractor and must be completed in advance of the commencement of any full depth reclamation or milling and paving operations. Coordination with the Town Liaison and scheduling will be essential.

Storm Drainage Pipe Replacement locations on the following streets:

List of Roadways: Old Zoar Rd.

Work at all of the following location listed below will include:

Remove and dispose of existing catch basin tops Furnish and Install new catch basin tops Furnish and install temporary bituminous concrete patching Install new HDPE pipe

BID # 2025-02

STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

SECTION 1.05 CONTROL OF WORK

Article 1.05.05 – Cooperation by Contractor

Agents of various public service agencies, municipal and State Departments, and private site contractors may be entering on the work site to remove existing utilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due to, or result from, said work of these agents.

Article 1.05.06 - Cooperation with Utilities

Written notice shall be given by the Contractor to all public service corporations or municipal and State Officials owning or having charge of publicly or privately-owned utilities 30 days in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The utility company shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities.

The Contractor shall make his/her own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of construction operations. The Contractor shall notify "Call Before You Dig" at 1-800-922-4455, 72 hours prior to disturbing ground in any way.

BID # 2025-02

SECTION 1.06 CONTROL OF MATERIALS

Article 1.06.01 - Source of Supply and Quality:

For the following items the contractor shall submit a complete description of the item, working drawings, catalog cuts and other descriptive literature which completely illustrates such items presented for formal approval. Such approval shall not change the requirements for a certified test report and materials certificate as may be called for. All shop drawings shall be submitted at one time, unless otherwise approved by the Engineer.

Temporary Pavement

Type "C" Catch Basin Top Type "C" Catch Basin Top Double Grate Type 1 Type "C-L" Catch Basin Top 12" Corrugated Polyethylene Pipe with Fabric (HDPE) 15" Corrugated Polyethylene Pipe with Fabric (HDPE) 18" Corrugated Polyethylene Pipe with Fabric (HDPE) 24" Corrugated Polyethylene Pipe with Fabric (HDPE)

Article 1.07.07 – Safety and Public Convenience

The Contractor shall provide the necessary access for emergency vehicles through the work zones to abutting properties at all times.

Sweeping and cleaning of surfaces beyond the limits of construction required for dust control or to clean up material caused by spillage or vehicular tracking during various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

The Contractor shall notify all public safety agencies at least 48 hours prior to beginning any construction operation which will provide less than a 12 foot travel lane along any project roadway.

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services

Supplemented as follows:

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults, or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall also be responsible for the repair or replacement, at no additional cost to the Town, of any damage to such structures caused by construction operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation from the Town.

BID # 2025-02

If during construction there is an existing utility and/or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures and shall notify the Engineer of the conflict. The Engineer will, as soon as possible, identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work involved in protecting or repairing property as specified in this Section shall be included in the price paid for the various Contract items of work, and no additional compensation will be allowed.

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

SECTION 1.08 PROSECUTION AND PROGRESS

Article 1.08.03 – Prosecution of Work

GENERAL: Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer for approval, a minimum of 30 days in advance, a plan illustrating the Typical Traffic Management Plan for the roadway during construction. The Contractor will also be required to submit, and obtain approval from the Engineer, specific plans detailing the proposed Staging/Maintenance and Protection of Traffic Plans for the roadway in this Contract.

The Contractor must obtain approval of the Typical Traffic Management Plans and Staging/Maintenance and Protection of Traffic Plans from the Engineer prior to commencing work on the roadway.

All appropriate Maintenance and Protection of Traffic devices are to be installed prior to commencing construction operations.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Traffic control devices required only during working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Contractor shall notify all public safety agencies at least 48 hours prior to beginning any construction operation which will provide less than a 12- foot travel lane along any project roadway.

ADVANCE NOTICE: The Contractor shall give the Engineer a seven-day advance written notice of construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closure of lane(s), or lane reductions. This advance notification will allow the Town to publish news releases and/or provide public radio announcements to inform the public of revised traffic patterns or possible traffic delays. Failure of the Contractor to provide such timely notice shall be considered a breach of Contract and will subject the Contractor to stop work orders until such time as the seven-day notice has been satisfied.

ALLOWABLE HOURS OF OPERATION (WORK PERIOD):

All work within this contract shall be performed Monday through Friday between the hours of 7:00AM and 5:00PM using appropriate shoulder closures or lane closure as deemed necessary for the work by the Engineer.

Work on weekends or during time periods other than those described above will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

SEQUENCE OF CONSTRUCTION OPERATIONS: Work shall be sequenced as follows:

Contractor is required to confine their work area to a single street unless otherwise approved by the Engineer. Catch Basin rehabilitation work area shall be confined to a single lane in the same direction progressing up one side and down the other to complete one street at a time.

At the end of each day, the contractor is required to have each work area location completely stabilized for safe passage of traffic. This includes securing the new catch basin frame and grate to the structure and installation of full depth bituminous patch installed to grade. Overnight plating of any open excavation(s) will not be allowed.

Any open excavations left overnight related to the construction of concrete sidewalks and/or concrete sidewalk ramps shall have appropriate "Sidewalk Closed" signage installed at the limits along with the entire work area cordoned off with appropriate high visibility warning tape.

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The Contractor shall ensure that suitable temporary access is provided to all residential and commercial driveways at all times as described in the Special Provision for Maintenance and Protection of Traffic.

Article 1.08.04 - Limitation of Operations

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be permitted to perform any work which will interfere with the described traffic operations on all project roadways as follows:

On the following State observed Legal Holidays: New Year's Day Good Friday, Easter* Memorial Day Independence Day Labor Day

Labor Day Thanksgiving Day** Christmas Day

The following restrictions also apply:

On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday, and Sunday immediately preceding any of the above Holidays celebrated on a Monday. On

the Saturday, Sunday, and Monday immediately following any of the above Holidays celebrated on a Friday.

* From 6:00 a.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

** From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

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STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

ITEM M010183 HDPE PIPE INSTALLATION

Item M0101831 – 12" Corrugated Polyethylene Pipe with Fabric Item M0101832 – 15" Corrugated Polyethylene Pipe with Fabric Item M0101833 – 18" Corrugated Polyethylene Pipe with Fabric Item M0101834 – 24" Corrugated Polyethylene Pipe with Fabric

The Town of Monroe shall furnish all pipe.

Description:

Work under this item shall consist of installing High Density Corrugated or Perforated Polyethylene Pipe (HDPP) with filter fabric as required or called for on the plans to line and grade, connecting from catch basin to existing/proposed catch basin and furnishing and replacing new material under and around the pipe, and above the pipe as stated below.

Materials:

Filter fabric shall meet the material requirements of ASSHTO M288-00.

Fittings shall conform to AASHTO M294-04. Fabricated fitting shall be welded on the interior and exterior at all junctions.

Pipe shall be joined with bell-and-spigot joint meeting the requirements of AASHTO M294-04. The bell shall be an integral part of the pipe and provide a minimum pull-apart strength of 397 lbs. The bell-and-spigot joint shall incorporate a gasket making it silt-tight. Gaskets shall be installed in the bell by the pipe manufacturer.

Construction Methods:

Installation shall be in accordance with ASTM D-2321-00 with the exception that the minimum cover in trafficked areas shall be 24".

Excavation shall include all trench work; digging and bracing as necessary, support of other utilities crossed, removal and disposal of surplus material, crushed traprock foundation, placement of the utility detection tape, backfill, etc. Excavation shall be at least 6" below bottom of pipe.

Foundation shall consist of at least 6" of ³/₄" crushed stone placed as foundation to the bottom of the pipe. Crushed traprock shall consist of sound, tough, durable crushed particles, clean and free from dust, clay, loam, or other foreign stone such as brownstone or clay and of gradation.

Square Mesh Sieve Size	Percent by Weight
1"	100
3/4"	90-100
1/2"	20-50
3/8"	0-20
#4	0-5

Crushed stone shall be placed around and 24" above the pipe.

The Contractor shall be required to backfill the remainder of the trench with bank run gravel to the proposed subgrade elevation. No additional payment for bank run gravel will be made, and the cost of furnishing and placing bank run gravel shall be included in the linear foot price for pipe.

The backfill material shall be compacted in lifts not to exceed 12". Water shall be applied during compaction to obtain proper results. Compaction shall be continued until the voids in the material have been reduced to a

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minimum and until the course is thoroughly compacted to firm and uniform surface satisfactory to the Engineer. The compaction of each layer shall be at least 97 percent of the maximum dry density as obtained by the AASHTO Test T-180-01, Method D.

Method of Measurement:

This work will be measured for payment by total number of feet of high-density polyethylene pipe installed, including excavation and new gravel backfill, complete and accepted.

Basis of Payment:

These items will be paid for the contract unit price per linear foot of "(SIZE) (TYPE) POLYETHYLENE PIPE", complete in place, in which price will include all materials including new backfill, fabric, and disposal of unsuitable materials, tools, equipment, and labor incidental thereto.

Item No.	Description	<u>Pay Unit</u>
M0101831	12" Corrugated Polyethylene Pipe with Fabric	LF
M0101832	15" Corrugated Polyethylene Pipe with Fabric	LF
M0101833	18" Corrugated Polyethylene Pipe with Fabric	LF
M0101834	24" Corrugated Polyethylene Pipe with Fabric	LF

BID # 2025-02

ITEM # 0406002A TEMPORARY PAVEMENT

Description:

Work under this item shall be the installation of temporary pavement within the limits of trench excavation in the roadway as part of the required storm drainage replacement or where ordered by the Engineer.

Materials:

HMA Courses: Material for the surface course shall conform to the requirements of HMA S0.375", as per the requirements of Section 4.06 of the Standard Specifications Form 818.

Only if bituminous plants are closed and it is not possible to obtain hot mix asphalt may "cold patch" be used, with the approval of the Engineer.

Processed Stone Base: The material for this item shall be **crushed trap rock** conforming to the requirements of Article M.05.01 Processed Aggregate Base and Pavement of the Form 818, except that coarse aggregate shall be broken stone, and fine aggregate shall be stone sand, screenings, or a combination thereof.

Subbase: The requirements of Section M.02 Grading C Gravel shall apply except that reclaimed miscellaneous aggregate shall not be used.

Construction Methods:

Wherever sections of existing bituminous pavement are to be removed and new temporary pavement abutted, the Contractor shall make such removals to neat lines. At the line of delineation, the Contractor shall cut the bituminous pavement with a saw or asphalt cutting wheel so as to form a straight line where new pavement will be placed against old. Care shall be exercised in removing the existing pavement to avoid "break-backs" beyond the cut line.

Excavation shall consist of the removal and disposal of all excavated materials, the removal of which is necessary for the proper completion of the work, to a depth as required to make the temporary pavement repair as shown on the typical pavement repair detail or as directed by the Engineer.

No open excavations or partially completed patches shall be left open or uncompleted overnight.

Eighteen (18) inches of processed stone base shall be installed in 3 lifts of 6-inch depth and compacted as required to achieve 95% of maximum theoretical density.

Two (2) inches of HMA 0.375" shall be placed as the temporary pavement surface course in a single lift using approved methods and compacted to a minimum of 92% of the maximum theoretical specific gravity using power rollers or other mechanical methods to achieve satisfactory results.

Method of Measurement:

The work will be measured for payment by the accepted number of square yards of "Temporary Pavement", of the type specified, complete in place. Measurement limits shall be to the allowable trench repair width shown on the construction plans or as approved by the Engineer.

There will be no direct measurement for payment of saw cutting, excavation, disposal of surplus materials, subbase, processed stone base, compaction, or HMA. This work and material will be included in the unit price for "Temporary Pavement".

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Basis of Payment:

The furnishing and installing of "Temporary Pavement" shall be paid for at the contract price per square yard. The unit price shall include saw cutting, excavation, disposal of surplus materials, subbase, processed stone base, compaction, and preparation of the HMA patch, in accordance with the specifications and as directed by the Engineer. Payment shall include all labor, materials, equipment, cleaning of pavement surface, material disposal and incidentals necessary to complete the work described.

<u>Item No.</u> 0406002A Description TEMPORARY PAVEMENT



BID # 2025-02

ITEM # 0944000A FURNISHING AND PLACING TOPSOIL

Work under this item shall conform to the applicable provisions of Section 9.44 TOPSOIL of the Standard Specifications Form 818 amended as follows:

Basis of Payment:

This work will be measured for payment by the number of square yards of area on which the placing of the topsoil has been completed and the work accepted.

The limits of payment shall be to the slope limits as shown on the plans. In the absence of slope limits, the maximum area of measurement shall be the area extending two feet behind the sidewalk and the area between the sidewalk and edge of pavement. No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

This work will be paid for at the Contract unit price per square yard for "Furnishing and Placing Topsoil", which price shall include all materials, equipment, tools, labor, and work incidental thereto.

Item No.Description0944000AFURNISHING AND PLACING TOPSOIL

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BID # 2025-02

ITEM # 0950005A TURF ESTABLISHMENT

Description:

The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer.

Materials:

The materials for this work shall conform to the requirements of Section M.13 of the Form 818, except as noted below.

Seed mix for lawn areas shall consist of 30% Crest Kentucky Bluegrass, 30% Baron Kentucky Bluegrass, 20% Victory II Chewings Fescue, and 20% Perennial Rye Grass.

Seed mix for other roadside areas designated for turf establishment shall consist of 70% Red Fescue, 20% Kentucky Blue Grass, and 10% Perennial Rye Grass.

Erosion Control Matting shall be a product approved by the Connecticut Department of Transportation for the intended application as described in the "Qualified Products List" publication, latest edition.

Hydroseeding, when required by the Engineer, shall be performed using a homogenous slurry consisting of wood fiber mulch, fertilizer, live seed, and organic tackifiers conforming to Section M.13 of the Form 818.

Material certificates shall be provided for all materials supplied under this item.

Construction Methods:

Construction Methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

Preparation of the Seedbed:

Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. In all cases the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.

All areas to be seeded shall be reasonably free from weeds taller than 3 inches. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

Seeding Season: The calendar dates for seeding shall be:

Spring—March 15 to June 15 Fall—August 15 to October 15

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All disturbed soil areas shall be treated during the seeding seasons as follows: Areas at final grade: Seeding will be accomplished.

"Out-of-season" seedings shall be performed in the same manner as "in-season" seedings. Since acceptable turf establishment is less likely, the Contractor shall be responsible for "in-season" reseeding until the turf stand conforms to this specification.

During "out-of-season" periods unseeded areas shall be treated in accordance with Section 2.10, Water Pollution Control.

Seeding Methods: The seed mixture shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 pounds per acre or according to manufacturer instructions. Fertilizer conforming to M.13.03 shall be initially applied at a rate of 320 pounds per acre during or preceding seeding. When wood fiber mulch is used, it shall be applied in a water slurry at a rate of 2,000 pounds per acre with or immediately after the application of seed, fertilizer and limestone.

When hydroseeding is required by the Engineer, it shall be performed by a qualified Contractor who has a minimum of three-year experience in the successful performance of this work and has been approved by the Engineer. Hydroseed mix shall be applied in a slurry consisting of wood fiber mulch, fertilizer, live seed, and organic tackifiers with each component applied at the rate described above. The slurry shall be hydraulically sprayed on the soil surface as required to form a blotter-like ground cover with a uniform coating. Contractor shall exercise special care as required to prevent slurry from being sprayed onto adjacent paved areas, sidewalks, buildings, or signs. All slurry sprayed onto adjacent surfaces shall be cleaned at the Contractor's expense.

When the grass seeding growth has attained a height of 6 inches, the specified areas designated herein shall be mowed to a height of 3 inches. Following mowing, all seeding grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 pounds per acre.

Compaction: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seedbed; then re-seed and mulch such areas with the full amounts of the specified materials, at no extra expense to the Town.

Stand of Perennial Turf Grasses: The Contractor shall provide and maintain a uniform stand of established turf grass or wetland vegetation having attained a height of 6 inches consisting of no less than 100 plants per square foot throughout the seeded areas until the entire project has been accepted.

Establishment: The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and he shall mow at his own expense, on a one-time-only basis, all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 inches when the grass growth attains a height of 6 inches. Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement, and/or elsewhere on adjacent properties publicly and privately owned.

Erosion Control Matting: Erosion control matting shall be installed following seeding where called for on the plans or as directed by the Engineer. Staples shall be installed as per Manufacturer's recommendations. Where two lengths of matting are joined, the end of the up-grade strip shall overlap the down-grade strip. The Contractor shall maintain and protect the areas with erosion control matting until such time as the turf grass is established. The Contractor shall replace or repair at his own expense any and all erosion control matting areas damaged by fire, water or other causes including the operation of construction equipment. No mowing will be required in the locations where erosion control matting is installed.

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Method of Measurement:

This work will be measured for payment by the number of square yards of surface area of accepted established perennial turf grass or wetland vegetation as specified or by the number of square yards surface area of seeding actually covered and as specified.

Restoration of areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor will not be measured for payment.

Basis of Payment:

This work will be paid for at the contract unit price per square yard for "Turf Establishment", which price shall include all materials, mowing, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted.

<u>Item No.</u> 0950005A Description TURF ESTABLISHMENT



BID # 2025-02

ITEM # 0970007A TRAFFIC PERSON (UNIFORMED FLAGGER)

Work under this item shall conform to the applicable provisions of Section 9.70 of the Standard Specifications Form 818 supplemented as follows:

Description:

"Traffic persons shall consist of uniformed flaggers meeting acceptable criteria. The Contractor shall provide Uniformed Flaggers meeting the requirements of this specification as required for safe traffic operations in the project area. Extra-duty police officers will be used <u>only when specifically required by the Police Chief</u>, as the Local Traffic Authority, who will make this determination based on the Contractor's proposed operations, traffic volumes, and traffic conditions."

"All work under this item shall be paid only for the duration of the Contract as contained in the Special Conditions under 'Time for Completion/Notice to Proceed' and for any time extensions granted in writing by the Town. Payment for police officers required after the duration of the Contract and approved time extensions shall be made directly by the Town and such costs deducted from future payments due the Contractor."

Basis of Payment: Replace Section 9.70.05 with the following:

"There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

Traffic person - Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for "Traffic person (Uniformed Flagger)" as listed in the bid proposal, which price shall include all compensation, insurance benefits, and any other cost or liability incidental to the furnishing of the traffic persons ordered."

Item No.	Description	<u>Unit</u>
0970007A	TRAFFIC PERSON (UNIFORMED FLAGGER)	HOUR

BID # 2025-02

ITEM # M-911 POLICE TRAFFIC CONTROL

Town of Monroe Police Department

To: All Contractors

From: Chief Keith White

Subject: Private Duty Officer Rates

Effective July 1, 2024, due to the contractual agreement with the police collective bargaining unit, the billing rate used for officers hired for off-duty assignments is **\$115** per hour, with the following exceptions:

If an officer is hired to work on Saturday, Sunday, Easter, July 4th, January 1st, President's Day, Martin Luther King Day, Juneteenth, Columbus Day, Veteran's Day, Christmas, Thanksgiving Day, Memorial Day, Labor Day, <u>or</u> on any day through the hours of 6 p.m. to 6 a.m., <u>or</u> in excess of ten (10) hours, the billing rate increases to **\$155** per hour.

Contractors will be billed for a **minimum of four (4) hours** for a job running less than four hours at the applicable officer rate and a **minimum of eight (8) hours** for any job running between four and eight hours at the applicable officer rate.

Non-road construction jobs will be billed for a **minimum of four (4) hours** for a job running less than four hours at the applicable rate and **hour-for-hour for any such work which exceeds four (4) hours**.

The four-hour minimum shall be paid in the event the assignment is cancelled by the contractor with less than **two (2) hours**' notice prior to the original start time of the job.

The billing rate for Police Department vehicles required at the worksite remains at **\$35** per hour for the actual time the vehicle is on the job site (no minimum). For the safety of both police officers and contractors, work performed during extreme weather conditions or after dark will require a police vehicle.

<u>Item No.</u> M-911 Description POLICE TRAFFIC CONTROL <u>Unit</u> HR

BID # 2025-02

STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

ITEM # 0971001A MAINTENANCE AND PROTECTION OF TRAFFIC

Please adhere to MUTCD manual for traffic controls.

Article 9.71.01 – Description is supplemented by the following:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

The Town of Monroe <u>CHIEF OF POLICE</u>, acting in the capacity of the <u>LOCAL TRAFFIC AUTHORITY</u>, shall be the sole and final authority for the Maintenance and Protection of Traffic.

All Other Roadways

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction, each lane on a travel path not less than 12 feet in width.

Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation, on a travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet and there shall be no more than one alternating one-way traffic operation on Other Roadways within the project limits without prior approval of the Engineer.

Commercial and Residential Driveways

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

Article 9.71.03 - Construction Method is supplemented as follows:

<u>General</u>

The Contractor shall schedule operations such that all open excavations are backfilled or steel plated by the end of each active work period. The installation of steel plates shall be approved by the Engineer prior to installation. Trenches and other excavations within the travel way that are backfilled shall be brought up to finished grade and paved with bituminous concrete pavement prior to reopening the roadway to vehicular traffic.

When the Contractor is excavating adjacent to the roadway, the Contractor shall provide a 3-foot shoulder between the work area and travel lanes, with traffic drums spaced every 20 feet. At the end of the workday, if the vertical drop-off exceeds 3 inches, the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer.

The Contractor, during the course of active construction work on overhead signs and structures, shall close the lanes directly below the work area for the entire length of time overhead work is being undertaken. At no time shall an overhead sign be left partially removed or installed.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or

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STORM DRAINAGE AND CATCH BASIN REHABILITATION SPECIAL PROVISIONS

pedestrians (e.g. fixed object or obstruct sight lines).

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed, except during the allowable periods.

Existing Signing

The Contractor shall maintain all existing overhead and side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary, and install temporary sign supports if necessary and as directed by the Engineer.

Signing Patterns

The Contractor shall provide such safety measures, pavement markings, traffic control devices, incidental flagmen, and signs deemed necessary to safeguard and guide the traveling public through the work zones as ordered by the Engineer, included in the approved maintenance scheme, or as shown on the plan. The Contractor shall erect, maintain, move, adjust, clean, relocate, store all signs, barricades, drums, traffic cones, and delineators when, where, and as directed by the Engineer. The use of unauthorized or unapproved signs, barricades, drums, traffic cones, or delineators will not be permitted.

All signs in any one signing pattern shall be mounted at the same height above the pavement. The Contractor shall keep all signs in proper position, clean and legible at all times. The Contractor shall maintain the site so that no weeds, shrubbery, construction materials, equipment or soil will obscure any sign, light, or barricade. Signs that no longer pertain to the project conditions shall be removed or adjusted from the view of traffic. Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration. Traffic drums shall be used to delineate raised catch basins and other hazards.

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the Town of Monroe to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

Pavement Markings

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

The Contractor should install painted pavement markings on the Temporary course of bituminous concrete pavement by the end of the work day/night. If the painted pavement markings are not installed by the end of the work day/night, then Temporary Plastic Pavement Marking Tape shall be installed as described above and the painted pavement markings shall be installed by the end of the work day/night on Friday of that week. If Temporary Plastic Pavement Marking Tape is installed, the Contractor shall remove and dispose of these markings when the painted pavement markings are installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

Dust Control

The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the street free of accumulations of sand or similar materials. When ordered by the Engineer, the Contractor shall remove snow and take care of ice on temporary, new and existing sidewalks within the limits of the project. No additional payment will be made for this work.

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Secondary and Local Roadways

During construction, the Contractor shall maintain all pavement markings on paved surfaces on all roadways throughout the limits of the project.

Interim Pavement Markings

The Contractor shall install painted pavement markings, which shall include centerlines, shoulder edge lines, lane lines (broken lines), lane-use arrows, and stop bars, on each intermediate course of bituminous concrete pavement and on any milled surface by the end of the work day/night. If the next course of bituminous concrete pavement will be placed within seven days, shoulder edge lines are not required. The painted pavement markings will be paid under the appropriate items.

If the Contractor will install another course of bituminous concrete pavement within 24 hours, the Contractor may install Temporary Plastic Pavement Marking Tape in place of the painted pavement markings by the end of the work day/night. These temporary pavement markings shall include centerlines, lane lines (broken lines) and stop bars; shoulder edge lines are not required. Centerlines shall consist of two 4-inch-wide yellow markings, 2 feet in length, side by side, 4 to 6 inches apart, at 40-foot intervals. No passing zones should be posted with signs in those areas where the final centerlines have not been established on two-way roadways. Stop bars may consist of two 6-inch-wide white markings or three 4-inch-wide white markings placed side by side. The Contractor shall remove and dispose of the Temporary Plastic Pavement Marking Tape when another course of bituminous concrete pavement is installed. The cost of furnishing, installing and removing the Temporary Plastic Pavement Marking Tape shall be at the Contractor's expense.

If an intermediate course of bituminous concrete pavement will be exposed throughout the winter, then Epoxy Resin Pavement Markings should be installed unless directed otherwise by the Engineer.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

Speed and volume of traffic Duration of operation Exposure to hazard

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Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate traffic person shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations.

Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES	MINIMUM TAPER LENGTH IN FEET FOR A
PER HOUR	SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

SECTION 1. WORK ZONE SAFETY MEETINGS

Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of the Engineer, Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the Engineer. The agenda should include:

Review Project scope of work and time

Review Section 1.08, Prosecution and Progress

Review Section 9.70, Traffic persons

Review Section 9.71, Maintenance and Protection of Traffic

Review Contractor's schedule and method of operations.

Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.

Open discussion of work zone questions and issues

Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

SECTION 2. GENERAL

If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.

The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.

Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.

In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the Engineer for resolution immediately or, in the case of work after regular business hours, on the next business day.

BID # 2025-02

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

Stopping traffic may be allowed:

As per the contract for such activities as blasting, steel erection, etc.

During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.

To move slow moving equipment across live traffic lanes into the work area.

Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.

The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.

Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.

Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.

On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.

Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.

Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.

Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

Article 9.71.05 - Basis of Payment

When the item of "Maintenance and Protection of Traffic" appears in the contract, this work will be paid for at the contract lump sum price for "Maintenance and Protection of Traffic." This price shall include all material, equipment, tools, labor, transportation, operations and all work incidental thereto. The amount of the lump sum paid in any given period shall be proportional to the percentage of the total of all other work completed. All costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, cleaning, relocating and storing of signs, barricades, drums, traffic cones and delineators furnished by the Contractor as well as all costs of labor and equipment involved in the maintenance of traffic lanes and detours, except for pavement markings, ordered or included in the approved scheme for maintenance of traffic shall be included in the lump sum cost for this item.

Should the Contractor fail to perform any of the work required under this item, the Town may perform or arrange for others to perform such work. In those instances, the Town will deduct money due or money to become due to the contractor all expenses connected with the execution of this work. This money shall be deducted even if the Town expense exceeds the price bid for this work by the Contractor.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost of all materials, tools, equipment and labor incidental thereto. No separate payments will be made for materials, excavation and disposal of materials, furnishing, placing, compacting the subbase, preparing the subgrade, or removal and disposal of the temporary bituminous curb and temporary walking paths and restoration of the disturbed areas.

Item No.	Description	<u>Unit</u>
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS

BID # 2025-02

ITEM # M-800 MISCELLANEOUS ADDITIONAL WORK

DESCRIPTION

Under this item the Contractor shall furnish all labor, material, and equipment required to accomplish miscellaneous additional work,

necessitated by encountering during the course of the work field conditions of a nature not determinable during design, or for which no unit prices are applicable.

METHOD OF MEASUREMENT

Only that miscellaneous additional work shall be performed by the Contractor and will be paid for by the County as has been authorized by the Engineer in writing, prior to its commencement.

Section 20 of the Information for Bidders, entitles "Increase or Decrease of Quantities: Elimination of Items" will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.

PAYMENT

The total amount paid the Contractor will be determined in accordance with the provisions of Section 21 of the General Clauses, entitles "Extra Work: Increased Compensation/Decreased Work: Credit to the Owner", and such payment will include only that overhead and profit that is applicable to the work performed under this item.

The Contractor shall include in his total bid the lump sum printed in the proposal opposite this item. This amount is given for the purpose of canvas, and any bid other than the specified amount will be considered informal.

Item No.

Description

Unit LS

M-800

MISCELLANEOUS ADDITIONAL WORK

BID # 2025-02

STORM DRAINAGE AND CATCH BASIN REHABILITATION ADDENDUM #1

ADDENDUM #1 ADDITIONAL TERMS STATE-FUNDED PROJECTS

ADDENDUM TO STANDARD INSTRUCTIONS TO BIDDERS

22. **<u>REQUIRED BID LANGUAGE FOR STATE-FUNDED PROJECTS.</u>** The Bidder who is selected to perform this State project must comply with CONN. GEN. STAT. §§4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The Bidder must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the Bidder must file a written or electronic project-specific Set-Aside Plan ("SAP") or Affirmative Action Plan ("AAP") as well as completion of other filing requirements as required by and with the Commission on Human Rights and Opportunities.

The Bidder must include in its proposal a fully completed Notification to Bidders/Contract Compliance Monitoring Report.

Forms can be found at: <u>https://portal.ct.gov/chro/contractcompliance/contractcompliance/contract-compliance-forms and-reports</u>

23. <u>SECURITY/BONDS-IN LIEU.</u> Pursuant to Conn. Gen. Stat. § 4a-60g(i), Bidder may, in lieu of a performance, bid, labor and materials or other required bonds, provide a letter of credit in an amount equal to ten percent (10%) of the contract for any contract that is less than one hundred thousand dollars (\$100,000) and in an amount equal to twenty five percent (25%) of the contract for any contract that exceeds one hundred thousand dollars (\$100,000) one hundred thousand dollars.

24. <u>AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.</u> The Town is an affirmative action/equal opportunity employer and encourages the participation of legitimate minority business enterprises as bidders, Bidders, subcontractors and suppliers of materials for this project.

ADDENDA TO REQUIRED CONTRACT TERMS

18. **<u>REQUIRED NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS</u>** FOR STATE-FUNDED PROJECTS.

(A) (1) The Bidder agrees and warrants that in the performance of the contract such Bidder will not 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Bidder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Bidder further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Bidder that such disability prevents performance of the work involved; (2) The Bidder agrees, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The Bidder agrees to provide each labor union or representative of workers with which such Bidder has a collective bargaining agreement or other contract or understanding and each vendor with which such Bidder has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Bidder's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Bidder agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Bidder agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Bidder as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi public agency project, the Bidder agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "Bidder" includes any successors or assigns of the Bidder, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means

one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each Bidder is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1- 267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small Bidder or supplier of materials fifty-one per cent or more of the capital stock, if any, 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 REV. 20220808 minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The Bidder shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The Bidder shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Bidder shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a56; provided, if such Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Bidder may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. The successful Bidder shall comply with all provisions of federal and state discrimination laws including without limitation, the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972.

The Bidder shall complete and to the extent necessary, cooperate with the Town to complete and shall submit all forms and documentation with and as deemed necessary and required by and with the Commission on Human Rights and Opportunities.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

19. **PREVAILING WAGES-ADDITIONAL TERMS AND CONDITIONS.**

This section shall apply to any public works project for which the total cost for all work by all Bidders and subcontractors is, at least (i) \$100,000 for remodeling, refinishing, refurbishing, rehabilitation, alternation, or repairs; or (ii) \$1,000,000 for new construction.

The Bidder/Bidder hereby acknowledges and affirms that this is a prevailing wage rates project and is subject to all requirements as may be imposed by the Connecticut Department of Labor, including without limitation, the provision of Certified Payroll to the Town. The Bidder shall perform the Work in strict compliance with the provisions of Connecticut General Statutes § 31-53 et seq. ("Connecticut Prevailing Wage Laws").

The Bidder/Bidder further acknowledges that the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Gen. Stat. Ann. § 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of Monroe. Any Bidder who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

20. **<u>PERFORMANCE CONTRACT BOND AND PAYMENT BOND</u>**. In conformance with Connecticut General Statutes § 49-41a, as may be amended from time to time, the Bidder shall:

(A) within thirty (30) days after payment to the Bidder by the Town or State, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when charges for such labor or materials have been included in a payment estimate paid by the Town or State; and

(B) include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment form the Bidder which encompasses labor or materials furnished by such subcontractor.

(C) include a statement with each payment requisition showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" means an authorized directive for extra work that has been issued to a Bidder or a subcontractor.

If the Bidder believes that is has a valid reason for withholding payment for particular work or materials from a subcontractor or supplier, then the Bidder, within thirty (30) days of receiving payment from the Town or State for that work or materials, shall notify the subcontractor or supplier, the Town and State of its reasons for withholding payment.

21. **SELF PERFORMANCE.** It is required that the prime Bidder self-perform a minimum of 50% of the total contract value with his own organization.

22. <u>ADDITIONAL CONTRACT PROVISIONS.</u> The provisions set forth in that certain document entitled "Construction Contracts – Required Contract Provisions (State Funded Only Contracts) revised June 2024" are incorporated herein by reference and may be referenced at: <u>Construction Contracts – Required Contract Provisions (State Funded Only Contracts) revised June 2024</u>.

23. **LIQUIDATED DAMAGES**. Time is of the essence for this project. The Bidder shall pay the Town ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS for each day that expires after the time specified for substantial completion of the project.

24. **<u>STATE GRANT AGREEMENT.</u>** A copy of the State Grant Agreement, if any, is attached hereto and the terms and conditions set forth therein are incorporated by reference herein.

STORM DRAINAGE AND CATCH BASIN REHABILITATION

ATTACHMENT A:

PREVAILING WAGE RATES

Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 25-5513 Connecticut Department of Labor Wage and Workplace Standards Division

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

Project Num	nber: Project Town:	Monroe
State#:	FAP#:	

Project: Storm Drainage and Catch Basin Rehabilitation

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	48.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	43.14	34.74
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	57.85	25.95
4a) Painters: Brush and Roller	38.07	25.80
4b) Painters: Spray Only	41.07	25.80

4c) Painters:	Steel Only	40.07		25.80
4d) Painters:	Blast and Spray	41.07		25.80
4e) Painters:	Tanks, Tower and Swing	40.07		25.80
	anks (60 feet and above) 47.07 25.80 Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2	2 V- 1,2,7,8,9)	45.4 33 gross wa	3.57+3% of age
6) Ironworkers	s: Ornamental, Reinforcing, Structural, and Precast Con	crete Erection	45.25	41.27 + a
	Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 AC Work) (Trade License required: S-1,2,3,4,5,6,7,8	2) and Pipefitters	49.58	35.25
B-1,2,3,4 D-1	,2,3,4 G-1, G-2, G-8, G-9)			
LABORER	S			
8) Group 1: G	Seneral Laborers and concrete specialist		35.7	28.85
8) Group 1a: <i>I</i>	Acetylene Burners (Hours worked with a torch)		36.7	28.85
9) Group 2: 0 powdermen	Chain saw operators, fence and guard rail erectors, pneu	umatic tool operators,	35.95	28.85
10) Group 3:	Pipelayers		36.2	28.85
(cement/conc	Jackhammer/Pavement breaker (handheld); mason ten rete), catch basin builders, asphalt rakers, air track opera rurb setter and forklift operators		36.2	28.85

12) Group 5: Toxic waste removal (non-mechanical systems)	37.7	28.85
13) Group 6: Blasters	37.45	28.85
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	38.7	28.85
Group 8: Traffic control signalmen	21.42	28.85
Group 9: Hydraulic Drills	36.45	28.85
Group 10: Toxic Waste Removers A or B With PPE	38.7	28.85
LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	37.93	28.85 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	36.96	28.85 + a
CLEANING, CONCRETE AND CAULKING TUNNEL		
14) Concrete Workers, Form Movers, and Strippers	36.96	28.85 + a
15) Form Erectors	37.29	28.85 + a
ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	36.96	28.85 + a

17) Laborers Topside, Cage Tenders, Bellman	36.85	28.85 + a
18) Miners	37.93	28.85 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
18a) Blaster	44.42	28.85 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	44.22	28.85 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	42.24	28.85 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	45.01	28.85 + a
TRUCK DRIVERS (*see note below)		
Two Axle Trucks, Helpers	33.16	32.36 + a
Three Axle Trucks; Two Axle Ready Mix	33.27	32.36 + a
Three Axle Ready Mix	33.33	32.36 + a
Four Axle Trucks	33.39	32.36 + a
Four Axle Ready-Mix	33.44	32.36 + a
Heavy Duty Trailer (40 tons and over)	35.66	32.36 + a

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	33.44	32.36 + a
Heavy Duty Trailer (up to 40 tons)	34.39	32.36 + a
Snorkle Truck	33.54	32.36 + a
POWER EQUIPMENT OPERATORS		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	^s 58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	³ 52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material	51.92	29.80 + a
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)		
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self	50.63	29.80 + a
Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)		

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + 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)	49.77	29.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	49.25	29.80 + 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), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 45.96 29.80 + a		
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator. 45.87 29.80 + a		
Group 13: Compressor Battery Operator. 45.12 29.80 + a		
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a

Group 16: Maintenance Engineer. 42.2 29.80 + a

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a
Surveyor: Instrument Man	42.73	29.80 + a
Surveyor: Rodman or Chairman	36.78	29.80 + a
**NOTE: SEE BELOW		
LINE CONSTRUCTION(Railroad Construction and Maintenance)		
20) Lineman, Cable Splicer, Technician	48.84	18.07
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental. Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra Crane with 200 ft. boom (including jib) - \$2.50 extra Crane with 250 ft. boom (including jib) - \$5.00 extra Crane with 300 ft. boom (including jib) - \$7.00 extra Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

~~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. For those without internet access, please contact the division listed below.

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

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

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

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.

Important Information:

For use with Building, Heavy/Highway, and Residential

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 \$4.00 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 boom including jib, 150 feet - \$1.50 extra. Crane with boom including jib, 200 feet -\$2.50 extra. Crane with boom including jib, 250 feet - \$5.00 extra. Crane with boom including jib, 300 feet - \$7.00 extra. Crane with boom including jib, 400 feet - \$10.00 extra.

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

 Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of one 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: <u>www.ctdol.state.ct.us</u>.
- 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.

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 Persons 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

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. after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii).

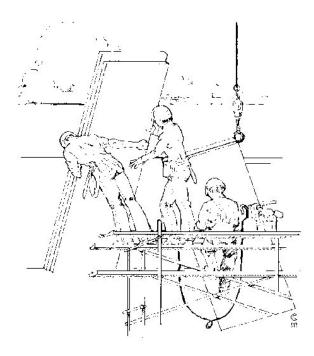
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

O Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I,	, acting in my official	capacity as,
authorized	representative	capacity as, title
for	, located at	,
cont	racting agency	address
do hereby cer	rtify that the total dollar amount of work to	b be done in connection with
	, located a, located a	t,
projec	ct name and number	address
shall be <u>\$</u>	, which includes all work	, regardless of whether such project
consists of or	ne or more contracts.	
	CONTRACTOR INFO	
Name:		
Address:		
Authorized R	Representative:	
	e Starting Date:	
Approximate	Completion Date:	
Si	gnature	Date
Return To:	Connecticut Department of Labor	
	Wage & Workplace Standards Division Contract Compliance Unit	
	200 Folly Brook Blvd. Wethersfield, CT 06109	

Date Issued:

Connecticut Department of Labor Wage and Workplace Standards Division

FOOTNOTES

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

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

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

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons

(Building Construction) and

(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

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

Elevator Constructors: Mechanics

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

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

Information Bulletin Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under

C.G.S. Section 31-53(d).

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

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

<u>ASBESTOS WORKERS</u>

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

<u>ASBESTOS INSULATOR</u>

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

BOILERMAKERS

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

• BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

• <u>CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR</u> LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

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

• LABORER, CLEANING

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

• DELIVERY PERSONNEL

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

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a

construction site is the job of a laborer or tradesman, and not a delivery personnel.

• <u>ELECTRICIANS</u>

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

• ELEVATOR CONSTRUCTORS

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

• FORK LIFT OPERATOR

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

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

• **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

• IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

• **INSULATOR**

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

• LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

• <u>PAINTERS</u>

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

• LEAD PAINT REMOVAL

• Painter's Rate

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

• PLUMBERS AND PIPEFITTERS

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

• **POWER EQUIPMENT OPERATORS**

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

<u>ROOFERS</u>

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

• <u>SHEETMETAL WORKERS</u>

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

• SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

*License required per Connecticut General Statutes: F-1,2,3,4.

• TILE MARBLE AND TERRAZZO FINISHERS

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

• TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under <u>REVISION</u>~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **License required, drivers only, per Connecticut General Statutes.*

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

• Hauling material off site is not covered provided they are not dumping it at a location outlined above.

• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

 Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor

> 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6790.

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

In accordance with Con Certified Payrolls with shall be submitted mont		PAYR	OLL C	ERTIFIC	CATIO		PUBL	IC WORKS TROLL	PROJEC	ſS		Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109										
CONTRACTOR NAME	AND A	DDRESS:										SUBCONTRAC	TOR NAME &	ADDRESS		WORKER'S			SURANCE CARRIER			
																POLICY #						
PAYROLL NUMBER		Ending ate	PROJECT NAME &	ADDRESS	3											EFFECTIVE DATE: EXPIRATION DATE:						
PERSON/WORKER,	APPR	MALE/	WORK			DA	AY AND I	DATE			Total ST	BASE HOURLY	TYPE OF	GROSS PAY	Т	OTAL DEDU	CTIONS		GROSS PAY FOR			
ADDRESS and SECTION		FEMALE	CLASSIFICATION	S	М	Т	W	TH	F	S	Hours	RATE	FRINGE	FOR ALL		FEDERAL	STATE		THIS PREVAILING	CHECK # AND		
	%	AND RACE*	Trade License Type & Number - OSHA								Total	TOTAL FRINGE BENEFIT PLAN	BENEFITS Per Hour 1 through 6	WORK PERFORMED THIS WEEK	FICA		WITH-	LIST OTHER	RATE JOB	NET PAY		
			10 Certification Number			HOURS W	ORKED E	EACH DAY			O/T Hours	CASH	(see back)			HOLDING	HOLDING					
												\$ Base Rate	1. \$ 2. \$ 3. \$									
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12/9/2013 WWS-CP1	I	*IF REQ	UIRED	1	<u> </u>			<u> </u>			<u> </u>	*SEE REVERSE			1	1	1	F	PAGE NUMBER	OF		

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:

1) Medical or hospital care ______ 4) Disability_____

 2) Pension or retirement ______
 5) Vacation, holiday ______

 3) Life Insurance
 6) Other (please specify)

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of ______,

I,	of	, (hereafter known as
		, (

Employer) in my capacity as	_(title) do hereby certify and
-----------------------------	--------------------------------

state: Section A:

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

a) The records submitted are true and accurate;

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

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

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

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

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

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

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

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

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

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

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

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

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by <u>Sections 4a-60</u> and <u>4a-60a</u> of the Connecticut General Statutes; and, when the awarding agency is the State, <u>Sections 46a-71(d)</u> and <u>46a-81i(d)</u> of the Connecticut General Statutes. There are Contract Compliance Regulations codified at <u>Section</u> <u>46a-68j-21 through 43</u> of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by <u>Sections 4a-60</u> and <u>46a-71(d)</u> 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 business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the 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; (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 <u>Sections 46a-68-1 to</u> <u>46a-68-17</u> 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. <u>See Section 46a-68j-30(10)(E)</u> of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to <u>Sections 4a-60</u> and <u>4a-60a</u> CONN. GEN. STAT., and <u>Sections 46a-68j-23</u> of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

<u>Section 4a-60g</u> CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision <u>4a-60g</u> CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and BUILDING AND GROUNDS CLEANING AND control the major functions of an organization through MAINTENANCE: This category includes occupations subordinates who are at the managerial or supervisory level. involving landscaping, housekeeping, and janitorial They make policy decisions and set objectives for the services. Job titles found in this category include company or departments. They are not usually directly supervisors of landscaping or housekeeping, janitors, involved in production or providing services. Examples maids, grounds maintenance workers, and pest control include top executives. public relations managers. managers of operations specialties (such as financial, CONSTRUCTION AND human resources, or purchasing managers), and construction category includes construction trades and related and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: occupations include managers and professionals who work laborers, electricians, plumbers (and related trades), with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, painters. Paving, surfacing, and tamping equipment credit, and financial analysts.

MARKETING AND SALES: Occupations related to the floor and tile installers and finishers are also included in act or process of buying and selling products and/or this category. First line supervisors, foremen, and helpers services such as sales engineer, retail sales workers and in these trades are also grouped in this category. sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers. surveyors, architects, drafters, mechanical engineers. materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving o f written miscellaneous material moving workers. communications and records; collecting accounts; gathering **PRODUCTION WORKERS:** The job titles included in and distributing information: operating office machines and electronic data processing equipment; and distributing mail Job titles listed in this category include telephone operators. bill and account collectors, customer service representatives dispatchers. secretaries and administrative assistants computer operators and clerks (such as payroll, shipping, stock, mail and file).

workers.

EXTRACTION: This occupations. Job titles found in this category include These boilermakers, masons (all types), carpenters, construction roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and

operators; drywall and ceiling tile installers; and carpet,

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators: refuse and recyclable material collectors: and

this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

<u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black (not of Hispanic Origin)-All persons having origins</u> in any of the Black racial groups of Africa. <u>Hispanic</u> - All persons of Mexican, Puerto Rican, Cuban, <u>Central or South American</u> or other Spanish culture or	<u>Asian or Pacific Islander</u> - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u> - All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name:	Bidder Federal Employer
Street Address:	Identification Number:
City & State:	Or
Chief Executive:	Social Security Number:
Major Business Activity:	Bidder Identification
(brief description)	(response optional/definitions on page 1)
	-Bidder is a small contractor? Yes No
	-Bidder is a minority business enterprise? Yes No
	(If yes, check ownership category)
	Black Hispanic Asian American
	American Indian/Alaskan Native Iberian Peninsula
	Individual(s) with a Physical Disability Female
	-Bidder is certified as above by State of CT? Yes No
Bidder Parent Company:	
(If any)	
Other Locations in CT:	
(If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

FART II - Diddel Nondiscrimination Foncies and Flocedures	
1. Does your company have a written Affirmative	7. Do all of your company contracts and purchase orders contain
Action/Equal Employment Opportunity statement posted on	non-discrimination statements as required by Sections 4a-60 &
company bulletin boards?	4a-60a Conn. Gen. Stat.?
Yes No	Yes No
2. Does your company have the state-mandated sexual	8. Do you, upon request, provide reasonable accommodation
harassment prevention in the workplace policy posted on	to employees, or applicants for employment, who have
company bulletin boards?	physical or mental disability?
Yes No	Yes No
3. Do you notify all recruitment sources in writing of your	9. Does your company have a mandatory retirement age for all
company's Affirmative Action/Equal Employment Opportunity	employees?
employment policy? Yes No	Yes No
4. Do your company advertisements contain a written statement	10. If your company has 50 or more employees, have you provided at
that you are an Affirmative Action/Equal Opportunity Employer?	least two (2) hours of sexual harassment training to all of your
Yes No	supervisors? Yes No N/A
5. Do you notify the Ct. State Employment Service of all	11. If your company has apprenticeship programs, do they meet the
employment openings with your company?	Affirmative Action/Equal Employment Opportunity requirements of
Yes No	the apprenticeship standards of the Ct. Dept. of Labor?
	Yes No N/A
6. Does your company have a collective bargaining	12. Does your company have a written affirmative action Plan?
agreement with workers?	Yes No
Yes No	If no, please explain.
6a. If yes, do the collective bargaining agreements contain	
non-discrimination clauses covering all workers? Yes No	
	13. Is there a person in your company who is responsible for equal
6b. Have you notified each union in writing of your	employment opportunity? Yes No
commitments under the nondiscrimination requirements	If yes, give name and phone number:
of contracts with the state of CT?	If yes, give name and phone number.
Yes No	

Will the work of this contract include subcontractors or suppliers? Yes No

 If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business
 enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder E	mployment	Informati	ion	Date:									
JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin) HISPANIC				PA	IAN or CIFIC ANDER	AMERICAN INDIAN or ALASKAN NATIVE			
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Management													
Business & Financial Ops													
Marketing & Sales													
Legal Occupations													
Computer Specialists													
Architecture/Engineering													
Office & Admin Support													
Bldg/ Grounds Cleaning/Maintenance													
Construction & Extraction													
Installation , Maintenance & Repair													
Material Moving Workers													
Production Occupations													
TOTALS ABOVE													
Total One Year Ago													
	FORM	IAL ON THE J	OB TRAINEES (ENTER FIGUR	RES FOR THE SA	ME CATEGO	RIES AS AF	RE SHOWN A	BOVE)				
Apprentices													
Trainees													

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)