

Project Manual & Specifications

Fair Oaks Community Center Boys & Girls Restroom Modifications Re-Bid

Bid No. 2026-07

**Prepared for:
Town of Montville
310 Norwich-New London Turnpike
Uncasville, Connecticut 06382**

**December 17, 2025 (Issued for Bid)
October 9, 2025 (For Review)**

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ADVERTISEMENT TO BID

TOWN OF MONTVILLE
INVITATION FOR PROPOSALS
BID #2026-07

The Town of Montville is interested in receiving proposals for the *Fair Oaks Community Center Boys & Girls Restroom Modifications Re-Bid*. A copy of the plans and specifications is available at www.montville-ct.org.

All proposals are due no later than **January 28, 2026 at 10:00 AM** and must be received at the Finance Office prior to the due date and time. A proposal must be delivered by hand, regular mail, or overnight mail to the Town of Montville, Finance Office, 310 Norwich/New London Turnpike, Uncasville, Connecticut 06382, with the proposal contained in a sealed envelope marked **“Fair Oaks Community Center Boys & Girls Restroom Modifications Re-Bid”**. The proposal must be signed by a Company official. Proposals will be opened and read aloud in the Finance Office.

A pre-bid meeting will be held on January 14, 2026 at 10:00 AM at the Fair Oaks Community Center, 836 Old Colchester Rd, Oakdale, CT 06370. Attendance is not mandatory.

This contract is subject to state contract compliance requirements, including non- discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification as Small Business Enterprises (“SBE”) from the Connecticut Department of Administrative Services (“DAS”). A minimum of 6.25% of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses (“M/W/DisBE”). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

In addition to other reservations and conditions contained in the proposal documents, the Town of Montville reserves the right to waive any technical defects in the proposals received; to waive any formalities or irregularities; to reject any and all proposals for any reason, including that it or they do not conform to the terms and conditions described herein, as determined by the Town in its sole discretion; to accept or reject any part of any proposal received; to present and negotiate terms of a contract together or separately with any party submitting a proposal; to determine qualifications exclusively and finally; to request additional qualifications; and to select any proposal or part thereof based on any combination of factors, including the amount proposal, the time of completion, and the Town’s best interests. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

Leonard G. Bunnell Sr.
Mayor

INFORMATION TO BIDDERS

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ARTICLE 1 RECEIPT AND OPENING OF BIDS

Sealed bids are requested to be delivered to the Town of Montville, Connecticut at the Office of the Director of Finance, third floor, Montville Town Hall, 310 Norwich-New London Turnpike, Uncasville, CT as outlined in the Advertisement to Bid, at which time they will be publicly opened and read aloud. All bids must be submitted in a sealed envelope bearing the bidder's name and bid name.

Sealed bids **(1 original , 1 copy, and 1 PDF copy on a USB Drive)** for the **“Fair Oaks Community Center Boys & Girls Restroom Modifications Re-Bid”**. ” will be received at the Finance Office, Montville Town Hall located at 310 Norwich New London Tpke, Uncasville, Connecticut 06382, at the time specified in the advertisement for bids, then opened and read aloud.

The envelopes containing the bids must be sealed and designated as **“Fair Oaks Community Center Boys & Girls Restroom Modifications Re-Bid”**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the bidder.

The Town of Montville reserves the right to reject any or all bids and waive any informalities or irregularities in the bid procedure or bids.

The Town may hold the bids for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders' qualifications prior to awarding the contract.

All bidders are advised the Town of Montville has enacted through resolutions the following special conditions concerning Town bids and purchases.

1. Seller agrees that as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due Seller an amount not to exceed 25% of the total amount due Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the town of Montville or any agency thereof against the Seller. The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor.

ARTICLE 2 PREPARATION OF BID

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings together with all Addenda thereto.

ARTICLE 3 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and postmarked prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or items will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modifications.

ARTICLE 4 CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

ARTICLE 5 WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

ARTICLE 6 QUALIFICATIONS OF THE BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

ARTICLE 7 OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Drawings and Specifications including Addenda, and by additional means as they may prefer, as to the actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the Owner as satisfactory proof that the bidder has satisfied himself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor, assert that there was any misunderstanding in regard to the nature, or amount of work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials except those materials furnished by the Owner and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his bid, if his bid is accepted.

ARTICLE 8 CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

ARTICLE 9 INFORMATION SUPPLIED TO BIDDERS

The Owner shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from any officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 10 BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety

thereon a surety company approved by the Owner and from securities listed on the most recent IRS Circular 570, in the amount of 5 percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

ARTICLE 11 METHOD OF AWARD-LOWEST QUALIFIED BIDDER

If, at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract; the Contract will be awarded on the lowest base bid by a responsible bidder. If such bid exceeds such amount, the Owner expressly reserves the right to increase or decrease any class, item, or part of the work, and this reservation includes the omission of any such item, items, class, or part of the work as may be decided by the Owner at approved price(s) submitted by the bidder to bring the Contract within available funds; or the Owner may reject all bids. In determining the lowest qualified bidder the total price bid for the Basic Contract will be used.

The term "lowest responsible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors prior to any work on the project.

ARTICLE 12 EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the Owner. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond and insurance certificates within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The Contractor shall furnish a performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, as security for faithful performance of the Contract.

The Bidder, ten (10) days after notification of award shall have three (3) copies of the Performance Bond, Payment bond, Insurance Certificates, Save harmless endorsement and Agreement ready for a contract signing with the Owner at the Owner's place of business, at which time a pre-construction conference shall be held.

ARTICLE 13 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 5 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the surety deposited with his bid.

ARTICLE 14 NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor.

ARTICLE 15 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Time Completion

The bidder must agree to commence work on or before the date specified in the written Notice to Proceed of the Owner and to fully complete the total project within **60** consecutive calendar days thereafter.

Liquidated Damages

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in the Paragraph above for Substantial Completion until the Work is substantially complete.

ARTICLE 16 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 17 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to Kyle Haubert, CLA Engineers, Inc., 317 Main Street, Norwich, CT 06360; Fax: 860-886-9165, email at: khaubert@claengineers.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda. Questions received less than seven (7) days prior to the date and time for opening of Bids may not be answered. Only questions

answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

Potential Bidders are responsible for checking the Town of Montville website at <http://www.townofmontville.org/> for any addendums and updates regarding this Bid.

ARTICLE 18 NONDISCRIMINATION

The Contractor agrees and warrants that in the performance of this contract he 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, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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 further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

ARTICLE 19 EMPLOYMENT OF LABOR

The wages paid to mechanics, laborers or workmen employed upon the work herein contracted to be done shall be at a rate equal to the rate of wages prevailing for the same work in the same trade or occupation in the **Montville** area as determined by the labor Commissioner of the State of Connecticut. See Section 31.53 of the General Statutes of the State of Connecticut, Revision of 195S, as amended.

Public Act 79-325 passed by the 1979 Legislature covers exemptions from Section 31.53 of the General Statutes. Under the new exemptions, effective October 1985, the regulations that the prevailing wage must be paid for work performed by contractors and subcontractors in connection with work on public facilities will not apply:

To public work alterations, repair, refinishing projects with total cost of less than \$100,000.

To public works new construction with a total cost of less than \$1,000,000.

All Bidders are informed that the project is considered an alteration/refinishing construction.

All Bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

The Contractor shall provide certified payroll sheets to the Owner which includes all employees involved with the project for each payroll period during the course of the project.

The contractor will also be required to provide certified payrolls on a weekly basis to the Owner.

ARTICLE 20 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws and municipal ordinances for the construction, reconstruction, alteration, remodeling, repair or demolition of public works and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

ARTICLE 21 CONSTRUCTION SCHEDULE

Prior to start of work the Contractor will be required to submit a construction schedule showing the order in which he proposes to carry on the work, including dates at which he will start and finish various parts of the work conforming to major divisions of the specifications.

ARTICLE 22 TAXES

The Town of Montville is considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

ARTICLE 23 NON-RESIDENT CONTRACTORS

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

or

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280.

ARTICLE 24 OCCUPATIONAL SAFETY & HEALTH REGULATORY COMPLIANCE

Successful bidders must demonstrate compliance with the applicable safety and health acts as outlined in the General Conditions.

ARTICLE 25 CHRO COMPLIANCE & STATE SET ASIDE

- A. The contractor 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.
- B. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside 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 total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- C. **The successful Bidder shall submit the required project-specific [Set-Aside Plan](#) to the CHRO. Training for contractors is [available here](#).**

PROPOSAL FORMS

BID FORM

TOWN OF MONTVILLE
FAIR OAKS COMMUNITY CENTER
BOY'S & GIRL'S RESTROOM MODIFICATIONS – RE-BID

TO: Dept. of Finance
Town of Montville
310 Norwich-New London Tpk.
Montville, Connecticut 06382

FROM: _____

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Documents for the BOY'S & GIRL'S RESTROOM MODIFICATIONS-RE-BID hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents, at the work in place for the following work item.

BASE BID

ITEM DESCRIPTION

LUMP SUM AMOUNT

1. Fair Oaks Community Center Boys & Girls Bathroom Modifications
All work to reconfigure, upgrade, and modify the boys & girls restrooms, and basement plumbing as outlined in the drawings and specifications.

Lump Sum Price: _____

Lump Sum Price in Words: _____

The low bid will be determined by either of the following:

This contract is to be awarded to that responsible Bidder whose bid is the lowest number of dollars for the above items.

If the Contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, he shall submit a list of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the Town that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

Town of Montville

Fair Oaks Community Center
Boys & Girls Restroom Modifications – Re-Bid

Wherever in the plans and specifications, an item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an equal product may be substituted by the bidder or Contractor, under the conditions as stated above.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Municipality and to fully complete the project within **60** consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of **\$1,000.00** for each consecutive calendar day thereafter.

The undersigned has checked carefully all the above figures and understands that the OWNER will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

Enclosed is the Bidder's Bond, Certified Check or Cashier's Check No. _____ in the amount of five (5%) of the Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By _____
(Name & Title)

(Business Address)

(Telephone Number)

(Email)

(SEAL - if bid is by a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

_____, as PRINCIPAL, and _____
as SURETY are held and firmly bound unto the Town of Montville hereinafter called the
"OWNER", in the penal sum of Five Percent of Total Bid Dollars, (\$5% of Total Bid) lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the Accompanying Bid, dated _____, 20____, for

BOY'S & GIRL'S RESTROOM MODIFICATIONS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein after the opening of the same, or, if no period be specified, within ninety (90) days after
the said opening, and shall within the period specified therefor, or if no period be specified, within
ten (10) days after the prescribed forms are presented to him for signature, enter into a written
Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the
failure to enter into such Contract and give such bond within the time specified, the Principal shall
pay the Owner the difference between the amount specified in said Bid and the Amount for which
the Owner may procure the required work or supplies or both, if the latter be in excess of the
former, then the above obligation shall be void and of no effect, otherwise to remain in full force
and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Individual Principal)

(SEAL)

(Partnership)

(Business Address)

(SEAL)

Attest:

(Business Address)

By: _____

(Corporate Principal)

(Business Address)

Affix

By: _____ Corporate
Seal

Attest:

(Corporate Surety)

Affix

By: _____ Corporate
Seal

Countersigned

by _____

Attorney-in-Fact, State of _____

(Power-of-Attorney for person signing for surety company must be attached to bond.)

Town of Montville

Fair Oaks Community Center

Boys & Girls Restroom Modifications – Re-Bid

PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE PROPOSES TO USE. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder _____
(Fill in Name)

By _____
(Signature and Title)

PROPOSED SUPPLIERS

THE BIDDER SHALL STATE THE NAMES OF PROPOSED MATERIAL SUPPLIERS FOR THE PROJECT. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Insert description of work and suppliers names as may be required.

This is to certify that all names of the above-mentioned suppliers are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed suppliers have any conflict of interest as respects this contract.

Bidder _____
(Fill in Name)

By _____
(Signature and Title)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under Your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization including the officers.
14. Will you, upon request, fill out a confidential detailed financial statement and furnish any other information that may be required by the OWNER?

15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner or representative in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

State of _____)
) ss.

County of _____)

_____ being duly sworn deposes and says that he is _____
_____ of _____
(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public

My Commission expires _____ 20 ____.

Town of Montville

Fair Oaks Community Center

Boys & Girls Restroom Modifications – Re-Bid

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was his duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title: _____

NONDISCRIMINATION IN EMPLOYMENT

State of _____)
County of _____) ss

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

(1) He is (owner, partner, officer, representative, or agent), of _____
_____, the bidder that has submitted the attached bid;

(2) Said bidder (has _____) (has not _____) previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.

Signed _____

Title

Subscribed and Sworn to before me

this _____ day of _____ 20 ____.

Title

My Commission expires _____, 20 ____.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

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

- (1) He is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

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

(Title)

My Commission expires _____, 20 ____.

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 [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a 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 [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

[Section 4a-60g](#) 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 [4a-60g](#) CONN. GEN. STAT.

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

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and 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 of written communications and records; collecting accounts; gathering 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).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

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 miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in 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</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<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: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (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

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

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

1a. 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 Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		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											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
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)

1. 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)
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AGREEMENT AND BOND FORMS

AGREEMENT

THIS AGREEMENT, made this the ____ day of _____ 2025, by and between Town of Montville, Connecticut acting herein through Leonard G. Bunnell Sr., Mayor, hereinafter called “OWNER” and _____ *to be determined* _____ an *individual, a partnership, a corporation* doing business at _____ *to be determined* _____ hereinafter called the “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the **Fair Oaks Community Center Boy’s & Girl’s Restroom Modifications Re-Bid.**
2. The CONTRACTOR will furnish all of the material not supplied by Owner, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS WITHIN 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **60** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the amount of \$ T.B.D. as shown in the Bid schedule.
5. The CONTRACTOR agrees the sum of 5% of progress pay estimates will be retained until final acceptance of the PROJECT further the sum of 2% of the total PROJECT will be retained for a period of ninety days from final acceptance of the work.
6. The term “CONTRACT DOCUMENTS” means and includes the following:
 - Invitation to Bid
 - Information to Bidders
 - Bid Proposal
 - Bid Bond
 - Proposed Subcontractors
 - Statement of Experience

- Qualification Statement
- Contract Agreement
- Form of Payment Bond
- Form of Performance Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Drawings
- Addenda:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

7. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3 copies) each which shall be deemed an original on the date first above written.

OWNER: _____ Town of Montville _____

BY _____
(Leonard G. Bunnell Sr., Mayor)

ATTEST _____

CONTRACTOR: _____

BY _____

ATTEST _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of , _____ State of _____ hereinafter called the

"Surety", are held and firmly bound unto The Town Of Montville, hereinafter
(Owner)

called "Owner", in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment made, we
bind ourselves, and successors, jointly presents of which sum well and truly to be our heirs,
executors, administrators and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy
of which is hereto attached and made a part hereof for the construction of:

_____ Boy's & Girl's Restroom Modifications _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense
which the Owner may incur in making good any default, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary thereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ____ day of ____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

By _____
Attorney-in-Fact

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and _____
(Surety)

of , _____ State of _____ hereinafter called

the "Surety", are held and firmly bound unto The Town of Montville
(Owner)

hereinafter called "Owner", in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment made, we
bind ourselves, and successors, jointly presents of which sum well and truly to be our heirs,
executors, administrators and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____, 20_ , a copy
of which is hereto attached and made a part hereof for the construction of:

_____ Boy's & Girl's Restroom Modifications _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense
which the Owner may incur in making good any default, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

By _____
Attorney-in-Fact

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

GENERAL CONDITIONS

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Town of Montville

Fair Oaks Community Center

Boys & Girls Restroom Modifications – Re-Bid

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ARTICLE 1 CONTRACT AND CONTRACT DOCUMENTS

The drawings, plans, specifications, and addenda enumerated in Article 1 of the General Conditions, Special Conditions, the Advertisement for Bid, the Information for Bidders, and the Bid Proposal as accepted by the OWNER, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the term Contract Documents is used it shall mean and include the drawings, specifications and addenda. The OWNER shall interpret his own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

ARTICLE 2 DEFINITIONS

The following terms as used in this contract are defined as follows:

- A. Owner - The Owner of the project is the Town of Montville.
- B. Contractor - The term "Contractor" as hereinafter used shall refer to the General Contractor for this job.
- C. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any engineer or inspector whom the Owner may designate to inspect, test or oversee the work herein specified.
- D. Contract - Wherever the term "contract" is used in the General Conditions, it shall mean the actual bid form, specifications, Plans, General Conditions, Special Conditions and formal purchase order issued to successful bidder.

The rights and obligations of the CONTRACTOR under this contract shall include, but not be limited to the following:

ARTICLE 3 REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

- a. That he is financially solvent and that he is experienced and competent to perform the type of work required under this contract and that he is able to furnish the plant, materials, supplies, or equipment that may be necessary to perform the work as specified.
- b. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way effect the project work, or the employment of persons thereon, including but not limited to any special acts relating to the work or to the project of which it is a part.

- c. That such temporary and permanent work required by the contract documents to be done by him will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.
- d. That he has carefully examined the drawings, specifications, and addenda, if any, and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may affect the work.
- e. That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without-injury to persons or property.

ARTICLE 4 CONTRACT SECURITY

The Contractor shall furnish a Performance Bond and Payment Bond in amounts equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of the Contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials, equipment and all other incidentals in connection with this contract. The Surety on such a bond shall be from securities listed on the most recent IRS Circular 570, satisfactory to the Owner and the cost of the same shall be paid by the Contractor. prior to the starting of any work, the bonds must be approved by the Owner and be in the Owner's hands. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut.

ARTICLE 5 CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the plans and specifications and any supplements thereto, and according to any directions or orders given by the Owner unless otherwise stipulated. He shall furnish all supplies, materials, except those supplies and materials furnished by the Owner, facilities, equipment, tools and anything else necessary or proper to perform and complete the work required by this contract. He shall furnish, erect, maintain, and remove any construction plant or temporary work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the project work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his agents, employees, or subcontractors.

The Contractor shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicted, or on account of the weather, elements, or other causes.

ARTICLE 6 SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

At the site of the work, the Contractor shall, at all times, employ a suitably experienced construction superintendent who shall have full authority to act for the Contractor. It is understood that the employment of such representative shall be acceptable to the Owner and shall be such a person as can be continued in the capacity for the duration of the contract, unless he ceases to be on the Contractor's payroll.

ARTICLE 7 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within five (5) days after the date of "Notice to Proceed" the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the Owner: 1. a detailed estimate, giving a complete breakdown of the contract price; and 2. periodic itemized estimates of the work done for the purpose of making partial payments thereon.

ARTICLE 8 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his own expense:

- a. To take every precaution against injuries to persons or damage to property.
- b. To store his apparatus, materials, equipment, and supplies in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or any others.

- c. To place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d. To clean frequently all refuse, scrap, and debris caused by his operations, and to dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
- e. To effect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.
- f. Before final payment, to remove all surplus materials false work, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his operations and to dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

ARTICLE 9 GENERAL WARRANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

ARTICLE 10 PROTECTION OF WORK AND PROPERTY - EMERGENCY

- a. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury at no additional expense to the Owner.
- b. In case of an emergency which threatens loss or injury of property, and/or safety of life the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

- c. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or authorized by the Owner.
- d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the contract documents.

ARTICLE 11 DELETED

ARTICLE 12 THE OWNER'S AUTHORITY

The Owner shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected by such questions. The Owner shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found to be obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor and other contractors performing work for the Owner, shall be adjusted and determined by the Owner.

ARTICLE 13 ALL WORK SUBJECT TO CONTROL BY THE OWNER

- a. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and shall perform all work to the satisfaction of the Owner, and at such times and places, by such methods, and in such manner and sequence as he may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the drawings, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request the Owner will confirm in writing any oral order, direction, requirement, or determination.
- b. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the contract. In case of any dispute arising

between the Contractor and the inspector as to materials furnished or the manner in which the work is being executed, the inspector shall have the authority to reject material or suspend work until the question has been decided by the Owner. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Owner, or the Engineers in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

ARTICLE 14 THE OWNER'S CONTROL NOT LIMITED

The enumeration in this contract of particular instances in which the opinion, judgment, discretion, or determination of the Owner shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be so governed and performed.

ARTICLE 15 RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract. If within ten days (10) such violation or delay shall not cease and satisfactory arrangement of correction made, the contract shall, at the expiration of the ten days, cease and immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the power to take over and perform the contract, provided, however, that if the Surety does not commence performing thereof within ten days (10) from the date of mailing to such Surety of Notice of termination, the Owner may take over the work and prosecute the same to completion by contract or force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

ARTICLE 16 INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS

Except for the Contractor's executed set, all drawings and specifications are the property of the Owner. The Owner will furnish the Contractor, without charge, three (3) sets of the drawings and specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such drawings and specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion or cessation of the work or termination of the contract.

The Contractor shall keep one (1) copy of the drawings and specifications at the work site at all times and shall give the Owner and their representatives access thereto. Anything on the drawings

and not mentioned in the specifications, or anything in the specifications that is not shown on the drawings shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the drawings and the specifications, the specifications shall take precedence. Any discrepancy in the figures and the drawings shall be immediately submitted to the Owner for decision and the decision of the Owner shall be final. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence.

ARTICLE 17 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

ARTICLE 18 REPORTS, RECORDS AND DATA

The Contractor and each of his subcontractors, shall submit to the Owner such schedules of quantities, and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning the work Performed or to be performed under this contract.

ARTICLE 19 SUBCONTRACTORS

The Contractors may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to any subcontractor other than those listed in his bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 20 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons,

firms, or corporations for services rendered or materials supplied for the performance of the work called for in this contract.

ARTICLE 21 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage to the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

ARTICLE 22 SAFETY AND HEALTH REGULATIONS

These contract documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law(s) including but not limited to the following:

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
3. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974.

In the event of any inconsistencies between the above laws and regulations and the provisions of these contract documents, the laws and regulations shall prevail.

ARTICLE 23 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare jointly a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with the progress of the work.

ARTICLE 24 MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the specified time.

It is necessary for some work to be performed after regular hours, on Saturdays, Sundays, or legal holidays as designated by the Owner. Any work necessary to be performed after regular hours, on Saturdays, Sundays, or legal holidays shall be performed by the Contractor without additional expense to the Owner.

ARTICLE 25 CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the work shall be purchased by the Contractor or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and further warrants upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, or encumbrances and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 26 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and of current manufacture. Testing will be done in accordance with accepted standards and as directed by the Owner; the laboratory or inspection agency shall be selected by the Owner. Except as specified elsewhere in these specifications, the Owner will pay for laboratory inspection.

All materials and workmanship shall be subject to inspection, examination, and testing by the Owner at any and all times during manufacture and/or construction and at any and all places where such manufacture and or construction is carried on, to establish conformance with these specifications and suitability for uses intended. Without additional charge the Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient; he shall also furnish any mill, factory, or other such tests based on the Standards and Tentative Standards of the American Society for Testing Materials as required by the Owner.

ARTICLE 27 CONTRACTOR'S BOND AND INSURANCE

Each Bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within 10 days from the date of acceptance of his proposal, furnish and file with the Owner, a corporate performance bond and payment bond or equivalent security, guaranteeing, completion of the job in accordance with the proposal. This bond or equivalent security shall be for 100% of the amount of the contract. The cost of a bond is to be figured as part of the cost of the job. The Surety Company must be one licensed to do business in the State of Connecticut, from securities listed on the most recent IRS Circular 570 and must be satisfactory to the Owner.

The successful bidder must, within 10 days from the date of acceptance of his proposal, file with the Owner, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the Owner, in compliance with the law, and in the following form and amount:

Project Insurance Requirements

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. The insurance company(ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

CLA Engineers, Inc. and the Town of Montville shall be listed as additional insured as outlined in the following requirements.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the Owner.

Contractors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Contractors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.

Insurance Requirements

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Town of Montville as an Additional Insured on a primary and non-

Town of Montville

Fair Oaks Community Center

Boys & Girls Restroom Modifications – Re-Bid

contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by Town of Montville .

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto (Any Auto Incl Hired/Non-Owned)	Combined Single Limit	\$1,000,000
Excess Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Claim	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to Town of Montville & Montville Board of Education prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above-

described policies be cancelled, limits reduced, or coverage altered, 60 days written notice must be given to Town of Montville.

No contract shall be binding upon the Owner until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated-above have been filed with the Owner and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the Owner will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the Owner's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the Owner. THE OWNER MUST BE NAMED AS ADDITIONAL INSURED.

ARTICLE 28 REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined in the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the Contractor.

ARTICLE 29 INDEMNITY OF OWNER BY CONTRACTOR

The Contractor shall indemnify and save harmless the Owner against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Owner, and shall defend, indemnify and save harmless the Owner from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep

harmless, the Owner against all liability, judgments, costs and expenses which may in any wise come against the Owner or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect or maintain sufficient railing or fence as required by Section 13a111, Connecticut General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

ARTICLE 30 TERMINATION FOR CONVENIENCE

The Owner hereby reserves the right to terminate the performance of this contract for any reason the Owner deems appropriate. The Owner will pay all actual costs to date of termination, however, the Contractor shall not be entitled to any profit on furnished or unearned work.

ARTICLE 31 COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Owner and shall not -again be employed on the work.

ARTICLE 32 SPIRITUOUS LIQUORS AND DRUGS

The Contractor shall neither permit nor suffer the introduction or use of -spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

ARTICLE 33 PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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 further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

ARTICLE 34 CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by the Owner.

ARTICLE 35 WORK CHANGES

The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered. Upon request the Contractor shall supply the Owner with a detailed proposal for the changes showing quantities of, and prices for his work and that of any subcontractor involved. No such change order shall be considered, however, unless approved by the Owner and their duly authorized representatives prior to its issuance. Upon receipt of the written order the Contractor shall proceed with the work as and when directed.

For work to be performed under a Lump Sum agreement the Contractor may apply a 15% allowance for overhead and profit against the net cost of work actually to be performed by him except that in the event the change in work to be performed by him results in a net omission then no percentage for overhead and profit shall be allowed.

The Contractor is permitted a 5% allowance to be applied against the net cost to a subcontractor for work actually performed by the subcontractor, but on any change involving more than one subcontractor, their net costs and/or net omission shall be combined as one before consideration is given to the application of the 5% for the Contractor's overhead and profit, and, in the event the Contractor shows a net omission for the changes as it affects the work actually to be performed by him, he is permitted only the 5% applied to the amount (if any) by which the net cost to the subcontractor exceeds the net omission by the Contractor.

For work to be performed by a subcontractor the cost to the Owner may include the net cost to the subcontractor plus an allowance of an amount not to exceed 15% of the net cost for the subcontractor's overhead and profit, except that in the event that the change in work results in a net omission for the subcontractor there shall be no application of the 15% overhead and profit.

Net cost to the Contractor and/or subcontractor shall be that defined in sub-section (3) of this article, but in every case taxes imposed by law upon labor employed at the site shall be excluded; and all credits (which in the case of the Contractor shall include net omissions by the subcontractor) shall be deducted before the percentage can be applied.

For the purposes of applying the provisions of the article, the Owner will not recognize other than a direct subcontractor of the Contractor nor permit the aggregate allowance to exceed 20% as applied above, to the net cost of work performed by any subcontractor.

- (3) If the parties cannot agree upon a lump sum, then the Owner may at his option either:
- 1) order the work to be done and compensated for in the following manner: by the actual net cost in money to the Contractor of the materials, the wages of applied labor, insurance, taxes imposed by law on labor employed on the work, plus such rental for equipment (other than tools) required and approved for such additional work. After excluding taxes imposed by law upon labor employed on the work, the Contractor shall receive 15% of the actual net cost outlined above as compensation for all other items of profit and costs or expenses including administration, overhead, superintendent, materials used in temporary structures, allowances (including provision for overhead and profit) made by the Contractor to subcontractors, additional premiums upon performance bond of the Contractor and the use of small tools; or (2) the Owner may order that item or portion of work omitted without invalidating any of the terms thereof, and there shall be deducted from the contract price the value as estimated by the Engineer of the labor and material omitted from the contract, if any be omitted.

ARTICLE 36 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after five (5) days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment, then or thereafter due the Contractor.

ARTICLE 37 PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. A schedule of values shall be submitted by the Contractor to be reviewed and approved by the Owner. Invoices shall be prepared in accordance with the approved schedule of values for completed work to date. Invoices shall be prepared in prescribed form by the Contractor and shall be submitted to the Owner in triplicate for checking and certifications.

No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of work. whether such hindrance or delays be avoidable or unavoidable.

ARTICLE 38 PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay to or to see to the payment of any sum to any sub-contractor.

ARTICLE 39 DELETED

ARTICLE 40 POWER AND WATER

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Owner for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

ARTICLE 41 TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations for the workmen.

ARTICLE 42 LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, waivers of liens may be required. If the Contractor, or any subcontractor refuses to furnish a release or waiver of liens, they may furnish a bond satisfactory to the Owner to indemnify the Owner against any liens.

ARTICLE 43 PROGRESS PAYMENTS

The CONTRACTOR may submit periodically, but not more than once each month, a Request for Payment for work done. The CONTRACTOR shall furnish the OWNER all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work.

Within fifteen (15) days of submission of any Request for Payment by the CONTRACTOR, the OWNER shall:

- a. Approve the Request for Payment as submitted, or
- b. Approve such other amount as he shall decide is due the CONTRACTOR, informing and CONTRACTOR in writing of his reasons for approving the amended amount, or
- c. Withhold the Request for Payment, informing the CONTRACTOR in writing of his reasons for withholding it.

Within thirty (30) days from the date of approval of the Request for Payment the OWNER will:

- a. Pay the Request for Payment as approved less a five percent (5%) retainage, until substantial completion of the project, at which time the retainage will be reduced to two percent (2%) until final completion.
- b. Withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered provided he informs the CONTRACTOR in writing of his reasons for withholding payment in whole or in part:
 1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 3. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
 4. Damage to another Contractor.

ARTICLE 44 GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Superintendent's final inspection and acceptance as evidenced by final payment. he shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of faulty material or workmanship. The performance bond shall remain in effect through the guarantee period.

ARTICLE 45 FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the Contractor that his work is complete, the Owner's Superintendent will make a final inspection and will notify the Contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The Contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at his own cost and expense and to the satisfaction of the Owner's Superintendent. Upon the completion of such alterations or repairs the Owner's Superintendent will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Superintendent shall not prevent the Owner from recovering damages at any subsequent time for work found to be actually defective.

ARTICLE 46 FINAL PAYMENT

The acceptance by the Contractor of payment for the final invoice, made after the Owner's Superintendent's certification of final acceptance as provided for in these General Conditions, shall release the Owner and every agent of the Owner from all further claims or liabilities to the

Contractor of whatever nature, except for the remaining sum or sums of money withheld under the provisions of the contract.

ARTICLE 47 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Owner and the making of the final payment by the Owner to the Contractor shall NOT relieve and Contractor of the responsibility for faulty materials or workmanship. The Owner shall promptly give notice to faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work. The Owner shall decide all questions arising under this paragraph.

ARTICLE 48 USE OF "HE", "HIS" OR "HIM"

Whenever in these specifications the masculine words, "he", "his", or "him" are used pertaining to the Contractor, Owner, Engineer or any other entity or person it shall be for brevity, and in no way is any sexual discrimination intended.

SECTION 01 00 00
GENERAL REQUIREMENTS

1.01 SUMMARY OF WORK

1.01.1 Description:

The work required under this contract generally includes but is not limited to the following:

1. Mobilizing to the site and providing provisions for maintenance and protection of pedestrians
2. All restroom renovation work as depicted on the Contract Drawings.
3. All plumbing improvements as depicted on the Contract Drawings.
4. All cleanup and surface restoration as needed.

The contractor shall purchase, provide, and install all materials (temporary and permanent) and equipment necessary to complete the work specified in Contract Documents.

The entire work provided for in these technical specifications and on the Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. It is not intended that the Drawings shall show every detail piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

1.01.2 Location of Site:

The work site for this contract is located at Fair Oaks Community Center, 836 Old Colchester Road, Oakdale, Connecticut 06382, as shown on the Contract Drawings.

1.01.3 Work Sequence

Work shall be sequenced so as to allow for uninterrupted flow of existing utilities. The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications. Variations or modifications to the work sequences shall be submitted in writing to the Engineer prior to construction, for their approval.

The contractor shall coordinate work with adjacent utility owners as outlined in the Construction Drawings and Specifications, where appropriate, or as required by the Owner.

All costs associated with sequencing of work and coordination shall be included in the bid prices for other items.

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The Contractor shall submit a construction schedule and modify it from time to time as need arises. The Construction schedule shall be based on the specified completion time. The Construction Schedule shall show the order of work including such significant tasks as construction of lines, connections, backfill and compaction, leakage tests, temporary and permanent restoration. The Construction Schedule shall be submitted for the Owner's approval prior to start of Construction and updated at the time of submitting each request for progress payment.

All completed pipelines, mainlines, service connections, etc. shall be tested as work progresses and in order to ensure this, the Contractor shall arrange for testing equipment to be on site prior to the commencement of pipe laying.

1.01.4 Project Coordination

The work included in these Contract Documents is to be performed under the responsibility of a single prime contract. The Contractor is responsible for the coordination of all the work, whether performed by its own personnel or its subcontractor, and will maintain such procedures as necessary to keep its workman and suppliers informed of project progress so as not to unnecessarily delay completion of the Work.

All costs associated with sequencing of work and coordination shall be included in the bid prices for other items.

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

1.0 DESCRIPTION

The following section describes how the work is measured and paid for each item in the Bid Form.

All work shall be measured and paid for as a lump sum for “Fair Oaks Community Center Boys & Girls Bathroom Modifications”. Said lump sum price shall include all of the work to reconfigure, upgrade, and modify the boys & girls restrooms, and basement plumbing as outlined in the drawings and specifications.

Said lump sum price stated in the Bid Form shall constitute full compensation as specified herein for work completed in accordance with the contract Drawings and Specifications.

SECTION 01 71 13
MOBILIZATION

1.0 DESCRIPTION

This section shall consist of all work associated with the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract.

This section shall also include costs for required bonds, insurances and other incidental preconstruction items associated with the startup and completion of the work.

Mobilization shall include the following:

- A. Costs for performance and payment bonds.
- B. Costs for insurances.
- C. Provide, maintain, and remove temporary sanitary facilities.
- D. Establishing and removing temporary staging areas, lay down areas, and offices if needed.
- E. Any and all startup costs, removal costs, transportations costs, or costs or fees associated with mobilizing equipment or personnel to the project site and off the project site at the completion of work.

END OF SECTION 017113

SECTION 09650
RESILIENT FLOORING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1- Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent:

- VCT resilient flooring and accessories as shown on drawings and specified herein: Standard 12" x 12" Vinyl composition floor tile or, LVT Plank Type Flooring, Typical 6" x 36" general size. Fully adhered to scheduled substrates (existing concrete, new concrete fully set and Existing Ceramic tile mud-set flooring.
- Scheduled new vinyl wall base in format and heights indicated in construction documents and installed in conformance to manufacturer's warranty and installation procedure, including all installation details indicated in the Construction Document package.

QUALITY ASSURANCE:

Manufacturer: Provide each type of scheduled resilient flooring (VCT tiles, LVT plank flooring) and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

Single source manufacturer in strict conformance to preparation, installation and warranty requirements.

- A single-Source Responsibility: Provide types of flooring and accessories supplied by one manufacturer, including moisture mitigation systems, primers, leveling and patching compounds, and adhesives.
- Select an installer who is experienced and competent in the installation of AHF resilient solid vinyl tile flooring and use of Flooring subfloor preparation products.
- Engage installers certified as Commercial Flooring Certified Installers.
- Confirm installer's certification by requesting their credentials.
- Fire Performance Characteristics: Provide resilient tile flooring with the following characteristics as determined by testing materials in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
 - ASTM E 648 (NFPA 253) Critical Radiant Flux of 0.45 watts per sq. cm. or greater.

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ASTM E 662 (NFPA 258) (Smoke Generation) Maximum Specific Optical Density of 450 or less.
CAN/ULC-s102.2- Flame spread ration and Smoke Developed Results as tested.

Test Performance: VCT Flooring:

Provide resilient flooring which complies with the following fire test performance criteria as determined by an independent testing laboratory acceptable to authorities having.

ASTM E 648 Not less than 0.45 watts per sq., cm.

ASTM E 662 Standard test method for specific-optical density of smoke generated by solid materials.

ASTM F 710 Standard Practice for Preparing concrete Floor to Receive Resilient Flooring.

ASTM F 1482, Standard guide to Wood Underlayment Products available for use Under Resilient Flooring.

ASTM F 1861 Standard Specification for Solid Vinyl Tile.

ASTM F 1869 Standard Test Method for measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

ASATM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor 2. Slabs using in situ Probes.

References:

- A. AHF Product Technical Manuals.
- B. ASTM International Systems Manual:

ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor Covering systems Using Radiant Heat Energy Source.

ASTM E 662 Standard Test for Specific Optical Density of Smike Generated by Solid Materials.

ASATM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.

ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring.

SATM F 1700 Standard Specification for Solid Vinyl Tile.

ASTM F 1861 Standard Specification for Resilient Wall Base.

ASTM 1869 Standard Test for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

ASTM F 2170 Standard Test method for Determining Relative Humidity in Concrete Floor Slabs Using in Suti Probes.

- C. National Fire Protection Associate (NFPA):

NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering systems Using a Radiant Heat Energy Source.

NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials.

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D. Standards Council of Canada:

CAN/ULC-S102.2 Standard Test Method for Surface Burning Characteristics of Flooring, Floor Covering and Miscellaneous Materials and Assemblies.

1. System Description:

Performance Requirements: Provide flooring which has been manufacture, fabricated, and installed to performance criteria certified by manufacturer without defects, damage, or failure.

2. Administrative Requirements:

Provide a Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacture installation instruction and manufacturer's warranty requirements.

Comply with Division 1 Project Management and Coordination Section.

Pre-installation Testing: conduct pre-installation testing as follows: Moisture test, bond test, pH test.

Sequencing and Scheduling:

Install flooring and accessories after the other finishing operations, including painting have been completed. Close spaces to traffic during the installation of the flooring.

Do Not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond moisture test and pH test.

SUBMITTALS:

Product Data: Submit manufacturer's technical data for each type of resilient flooring (tile, sheet and or LVT planking) and accessory, including all data and information on: Preparation, adhesive, application and finishing.

Provide flooring plan of layout, walls, directions, transitions, terminations, seaming, and manufacturer's technical data. indicating conformance to selected manufacture's requirements and warranties. Locate all scheduled flooring penetrations and verify that proper preparation, waterproofing and flashing have been reviewed and are correct.

Samples for Selection Purposes: Submit manufacturer's standard color chart, to the owner for selection, in the form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required.

Certification for Fire Test Performance: Submit certification from an independent testing laboratory acceptable to authorities having jurisdiction that resilient flooring complies with fire test performance requirements.

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Submit Safety Data Sheets (SDS), on each type of flooring and wall base selected and used for this project. Including moisture mitigation systems, primers, patching and or leveling compounds, floor finishes (polishing) and cleaning agents and Material Information Sheets for flooring products.

Maintenance Instructions: Submit two (2) copies of manufacturers' recommended maintenance practices for each type of resilient flooring and accessory required.

Select an installer who is experienced and competent in the installation of AHF resilient solid vinyl flooring and the use of flooring subfloor preparation products.

PROJECT CONDITIONS:

Quality Assurance:

- Single source Responsibility for types of flooring and accessories supplied by one manufacturer, including moisture mitigation systems, primers, leveling and patching compounds.
- Select Installer who is experienced and competent in the installation of the selected Resilient Flooring Product.
- Engage installers certified by the selected manufacturer and provide credentials for record.

Maintain minimum temperature of 65 degrees F in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 degrees F in areas where work is completed.

Install resilient flooring and accessories after other finishing operations, including painting, having been completed. Do not install resilient flooring over concrete slabs until the latter has been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture test.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS:

Manufacturer: subject to compliance with requirements, provide products of one of the following:

Vinyl Plank Flooring Based on Parterre or other acceptable manufacturers.
Armstrong World Industries, Inc.

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Azrock Floor Products Div., Azrock Industries, Inc.
Munsion Rubber Co.
RCA Rubber Co.
Johnson Rubber Co. Inc.

RESILIENT FLOORING COLORS AND PATTERNS:

Provide color and patterns as selected by Architect from manufacturer's standards.

TILE FLOORING:

Vinyl Composition Tile: Type IV, 12" x 12" unless otherwise indicated, and as follows:
Composition 1: Asbestos-free.
Gauge: 1/8" Min. 12" x 12"

LVT Plank Flooring:

Based on Parterre quick Track Loose Lay flooring or approved equal:
(Refer to drawings for General Specification-Based on Parterre

- A layered construction consisting of a tough, clear, rigid vinyl wear layer protecting a high-fidelity print layer on a solid vinyl backing, protected by a diamond infused UV-cured polyurethane finish, the wear layer is embossed with different textures to enhance each printed visual. Colors are insoluble in water and resistant to cleaning agent and light.
- ASTM F 1700 Standard specification for solid Vinyl Tile, Class III, Type B-Embossed surface.
- Pattern and color selected from full range currently available.
- Size 36"x 6" Typ. x 5mm. Wear thickness: 0.020 Loose Laid.

ACCESSORIES:

Product manufacturer's line of products for patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo), prepared and installed in requirements of manufacturer for full warranty compliance, and materials installed. Review full line of manufacturer's requirements for preparation, application and warranty of sub-strata and product application.

Vinyl Wall Base: Provide vinyl base complying with Type II with matching end stops and pre-formed or molded corner units, and as follows:

Height: 4" at indicated locations

Thickness: 1/8" gauge

Style: Standard top-set cove for scheduled flooring and as indicated.

Finish: Matte

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Adhesives: Product manufacturer's waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

Leveling and Patching Compounds: Latex types as recommended by flooring manufacturer.

PART 3 - EXECUTION

INSPECTION:

Require Installer to inspect sub floor surfaces to determine that floors are satisfactory. A satisfactory sub floor is defined as one that is smooth and free from cracks, holes, ridges, coatings preventing adhesive bonds, and other defects impairing performance or appearance. Prepare and provide a report of substrate and readiness for application of selected products to each respective substrate, meeting manufacturer's requirements for installation and warranty.

Performance bond and moisture tests on concrete sub floors to determine if surfaces are sufficiently cured, and dry as well as to ascertain presence of curing compounds.

Do not allow resilient flooring work to proceed until sub-floor surfaces are satisfactory.

PREPARATION:

Prepare sub floor surfaces as follows:

Use leveling and patching compounds as recommended by resilient flooring manufacturer for filling small cracks, holes and depressions in sub floors.

Remove coatings from sub floor surfaces that would prevent adhesive bonds, including curing compounds incompatible with resilient flooring adhesives, paint oils, waxes and sealers.

Vacuum floor surfaces to be covered by vinyl tiles.

Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

INSTALLATION, GENERAL:

Install resilient flooring in strict compliance with manufacturer's printed instructions, extend resilient flooring into toe spaces, door reveals, and into closets and similar openings.

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Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.

Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on sub floor. Use chalk or other non-permanent marking device. Install resilient flooring on covers for telephone and electrical ducts, and related items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement edges to perimeter of floor around covers and to covers.

Tightly cement resilient flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or another surface imperfections. Hand roll resilient flooring at perimeter of each covered area to assure adhesion.

INSTALLATION OF TILE FLOORS:

VCT Flooring:

Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room area of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown.

Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.

Lay tile in "checkerboard" fashion with grain reversed in adjacent tiles. Provide for An accent strip around border of room, is shown on plans and depending on room dimension.

LVT Plank Flooring: Refer to manufacturer's recommendations for layout and Installation, based on room size and orientation. Including wall terminations and expansion.

Basic Installation:

Establish lines and grids for ensuring parallel layouts.

Step from layout to ensure minimal shade variations, stair stepped.

Fit and scribe to existing conditions and configurations falling within acceptable manufacturer's tolerances and clearances.

Planks should fit neat all sides' edges and end seams creating a true, square installation.

Scribe planks to walls, door jambs, columns, cabinets, floor outlets and other stationary vertical surfaces to produce clean, tight junctures, between plank and the existing structure.

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Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

INSTALLATION OF ACCESSORIES:

Apply wall base to walls, columns, pilasters, casework and other permanent fixture in rooms or areas where base is required. Install base in lengths as long as practicable, with pre-formed corner units or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.

On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.

Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed.

Apply resilient accessories to stairs as indicated and in strict accordance with manufacturer's installation instructions.

CLEANING AND PROTECTION:

Perform following operations immediately upon completion of resilient flooring:

Vacuum floor thoroughly.

Do not wash floors until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.

Damp-mop floor being careful to remove black marks and excessive soil.

Remove any excess adhesives or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.

Protect flooring against damage during construction period to comply with resilient flooring manufacturer's directions.

Protect resilient flooring against damage from rolling loads for initial period following installation by covering with plywood or hardboard. Use dollies to move stationary equipment or furnishing across floors.

Cover resilient flooring with undyed, untreated building paper until inspection for substantial completion.

Clean resilient flooring not more than 4 days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean resilient flooring by method recommended by resilient flooring manufacturer.

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VCT Flooring: Provide three (3) coats of wax finish to the surface of the finished vinyl flooring as follows:

One sealer coat, per manufacturer's recommendations.

Two Finish coats of high-quality commercial floor wax.

LVT Plank Flooring: Refer to manufacturer's recommendation for.
Cleaning, and finish preparation.

Protect the newly installed flooring planks from all foot traffic for a minimum of 24 hours. Prohibit heavy traffic and rolling loads on the floor plank for a minimum for (72) seventy-two hours after installation.

Avoid washing new plank flooring for 5-7 days, sweep and or vacuum through to remove all dust, dirt, loose grit, soil and debris, review product manufacturer manufacturer's requirements for added cleaning, washing, and or sealing.

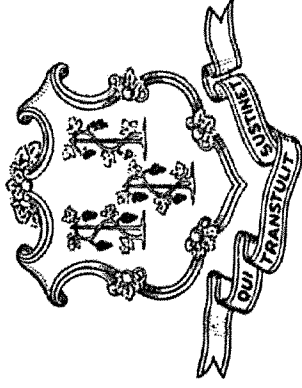
EXTRA STOCK:

Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.

Flooring: Furnish not less than one box for each 50 boxes or fraction thereof, for each type, color, pattern and size installed.

END OF SECTION 09650

PREVAILING WAGE **REQUIREMENTS & RATES**



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

Sec. 31-53b. Worker training requirements for 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 (h) 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 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who 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 five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(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, 2012, 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 the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, 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 or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on 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; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

Sec. 31-55a. Annual adjustments to wage rates by contractors doing state work. Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

(P.A. 02-69, S. 1.)

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS															Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
WEEKLY PAYROLL															WORKER'S COMPENSATION INSURANCE CARRIER					
CONTRACTOR NAME AND ADDRESS:															SUBCONTRACTOR NAME & ADDRESS			POLICY #		
PAYROLL NUMBER															EFFECTIVE DATE:			EXPIRATION DATE:		
PROJECT NAME & ADDRESS															TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB		
PERSON/WORKER, ADDRESS and SECTION															FEDERAL STATE			LIST OTHER		
APPR MALE/ RATE/FEMALE AND RACE*															FICA			WITH- HOLDING		
WORK CLASSIFICATION															TYPE OF FRINGE BENEFITS			GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		
Trade License Type & Number - OSHA 10 Certification Number															1 through 6 (see back)			PERFORMED THIS WEEK		
DAY AND DATE															TOTAL FRINGE BENEFIT PLAN CASH			GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		
S M T W TH F S															CASH			FICA		
HOURS WORKED EACH DAY															O/T Hours			WITH- HOLDING		
Total ST Hours															1. \$			GROSS PAY FOR THIS PREVAILING RATE JOB		
Total O/T Hours															2. \$			LIST OTHER		
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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.

(Signature) (Title) Submitted on (Date)

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

Weekly Payroll Certification For Public Works Projects (Continued)										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:									
WEEKLY PAYROLL																													
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	Total ST Hours	Base Hourly Rate	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY									
				S	M	T	W	TH	F	S						FICA	WITH- HOLDING	STATE			LIST OTHER								
				HOURS WORKED EACH DAY									TOTAL FRINGE BENEFIT PLAN CASH	Per Hour 1 through 6 (see back)															
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*IF REQUIRED

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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS															Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Westfield, CT 06109			
WEEKLY PAYROLL															WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09			
SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yanick, CT 06389															GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY	
PAYROLL NUMBER	PERSON/WORKER ADDRESS and SECTION	Week-Ending Date 9/26/09	APPR. RATE % AND RACE*	PROJECT NAME & ADDRESS DOT 105-296, Route 82	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FEDERAL STATE PICA WITH- HOLDING WITH- HOLDING	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
						S	M	T	W	TH	F	S						
1	Robert Craft 81 Maple Street Williamatic, CT 06226				Electrical Lineman E-1 1234567 Owner OSHA 123455	20	21	22	23	24	25	26		\$1,582.80			\$1,582.80	#123 \$ xxx.xx
						HOURS WORKED EACH DAY												
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***FRINGE BENEFITS EXPLANATION (P):**

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

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

Section A:

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

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

Section B: Applies to CONNDOT Projects ONLY

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

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

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

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

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:

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

- **CARPENTERS, MILLWRIGHTS. PILEDIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

- **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 are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **PAINTERS**

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

- **ROOFERS**

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.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, 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 REVISION~

Truck Drivers are required 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.

**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.

Minimum Rates and Classifications
for Building Construction

ID#: 25-8675 Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: Project Town: Montville
State#: FAP#:
Project: Community Center: Bathroom Renovations

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	48.81	34.05
2) Boilermaker	48.21	30.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	42.61	34.89 + a
3b) Tile Setter	40.0	32.75
3c) Tile and Stone Finishers	33.0	27.43
3d) Marble & Terrazzo Finishers	34.2	26.23
3e) Plasterer	44.52	29.63

3f) Terrazzo Mechanics & Marble Setters	40.6	34.93
-----LABORERS-----		
4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	35.7	28.85
4) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	35.95	28.85
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	36.2	28.85
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections).	36.7	28.85
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	36.45	28.85
4e) Group 6: Blasters, nuclear and toxic waste removal.	38.7	28.85
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	38.7	28.85
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	36.2	28.85

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	35.7	28.85
4i) Group 10: Traffic Control Signalman	21.42	28.85
4j) Group 11: Toxic Waste Removers A or B With PPE	38.7	28.85
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	42.03	29.19
5a) Millwrights	43.25	29.13
5b) Carpenter - Welder	42.53	29.19
5c) Carpenter: Working with creosote lumber or acid	43.03	29.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	48.25	35.22+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	66.72	38.435+a+b
-----OUTSIDE LINE CONSTRUCTION-----		
Groundman	30.87	13.91
Linemen/Cable Splicer	56.12	32.85
8) Glazier (Trade License required: FG-1,2)	43.13	26.50+ a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
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----OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
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Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	53.33	29.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
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Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
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Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	52.92	29.80 + a
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Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
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Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	51.42	29.80 + a
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Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	50.63	29.80 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
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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; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, 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
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	44.7	29.80 + a
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Surveyor: Chief of Party	48.16	29.80 + a
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Surveyor: Assistant Chief of Party	44.41	29.80 + a
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Surveyor: Instrument Man	42.73	29.80 + a
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Surveyor: Rodman or Chainman	36.78	29.80 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	39.57	26.50
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10b) Taping Only/Drywall Finishing	40.32	26.50
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10c) Paperhanger and Red Label	40.07	26.50
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10d) Spray	42.57	26.50
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10e) Spray Helper	40.57	26.50
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10f) Blast	44.57	26.50
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10g) Blast Helper	40.57	26.50
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	50.58	36.30
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	45.15	22.44
14) Roofer (slate & tile)	45.65	22.44
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	44.7	44.38
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	50.58	36.30
-----TRUCK DRIVERS-----		
17) Block Truck	37.48	32.68 + a
17a) 2 Axle	36.16	32.68 + a
17ab) Helpers	34.66	32.68 + a
17b) 3 Axle, 2 Axle Mixer	36.27	32.68 + a
17c) 3 Axle Mixer	36.33	32.68 + a

As of: August 21, 2025

17d) 4 Axle	36.39	32.68 + a
17e) 4 Axle Mixer	37.19	32.68 + a
17ef) 5 Axle	36.39	32.68 + a
17eg) 5 Axle Mixer	37.19	32.68 + a
17f) Heavy Duty Trailer (40 Tons and Over)	38.66	32.68 + a
17g) Euclids and Semi-Trailer	36.44	32.68 + a
17h) Heavy Duty Trailer up to 40 tons	37.39	32.68 + a
17i) Snorkle Truck	36.54	32.68 + a
17j) Swivel Dump and Tack Truck	36.39	32.68 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	53.76	33.44 + a
19) Theatrical Stage Journeyman	25.76	7.34

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.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

As of: August 21, 2025

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

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

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

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.