

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2009-29	Nayaug Elementary School – Supplemental Planting	March 10, 2009 @ 11:00 a.m.

The Town of Glastonbury is seeking bids for work required to complete a supplemental landscape planting plan at the Nayaug Elementary School, Old Maids Lane, Glastonbury, Connecticut.

Bid forms may be obtained at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level) or on the Town's website at www.glastonbury-ct.gov. **Plan drawings for this project must be obtained at the Office of the Purchasing Agent.**

A mandatory pre-bid meeting and site walk through will be held at the project site, 222 Old Maids Lane, Glastonbury, Connecticut on Wednesday, March 4th at 11:30 a.m. All bidders must attend in order for their bid to be considered. Contractors shall comply with State Statutes concerning Employment, and Labor Practices, if applicable, and Section 31-53 of the Connecticut General Statutes as amended (Prevailing wages), including annual adjustments in Prevailing Wages. Certified payrolls will be required bi-weekly. Sealed proposals must be accompanied with Bid Security. Bid Security shall be issued payable to the "Town of Glastonbury" in the form of a certified check or Bid Bond in an amount not less than 10% of the total amount of the base bid. The Bid Bond must be issued by a surety company licensed in the State of Connecticut. Cashier's checks will not be accepted.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interest of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

Mary F. Visone
Purchasing Agent

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
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**TOWN OF GLASTONBURY
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INFORMATION FOR BIDDERS**

BID #GL-2009-29

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut, 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. Bidders shall submit a Bid on a lump sum basis for the Base Bid and include a separate price of each alternate described in the Bidding Documents as provided for in the Bid Proposal. The price for each alternate will be the amount added to or deleted from the Base Bid if the Owner selects the alternate. The basis of award will be based upon the sum of the Base Bid plus the sum of any alternates accepted by the Owner.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening, and date.
6. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and the date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
10. Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the 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. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. A 100% Performance and Payment bond is required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of

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a purchase order. The Performance and Payment Bond will be returned upon the delivery and acceptance of the bid items.

12. The Bidder agrees and warrants that in the submission of this sealed Bid, they 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 Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **General Information**, then **Bids and Quotes** which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
16. Any bidder, in order to be considered, shall be engaged primarily in the business of site work/landscaping with a minimum of five (5) years experience and have a valid contractor's license in the State of Connecticut.

17. Non-Resident Contractors:

The Town is required to report names of non-resident (out-of-State) contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (State Form AU-766) or a cash bond for five percent (5%) of the total contract price (State Form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Non-Resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold five percent (5%) from the contractor's payments and forward it to the State DRS.

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The Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.

18. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
19. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
20. Municipal construction projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.
21. After award of Contract, Owner will require the Contractor's schedule of Values, which shall be submitted at the preconstruction meeting. The Schedule of Values must accurately reflect job costs and include a complete breakdown of material and labor costs.
22. All provisions of all applicable State Labor Standards must be complied with under this Contract.

The execution of the Contract by the Bidder binds it to all applicable State Labor Laws and Regulations. See Item 23 below for Prevailing Wage Rates. Note that these change annually on July 1 and all provisions for such changes in Prevailing Wage Rates are to be included in the Bidder's Lump Sum Proposal.

All other statutory laws, to the extent they are required to be incorporated into a contract by statute, are hereby deemed fully incorporated herein and in the Contract.

Violation of Prevailing Wage Law requirements may cause Contract to be terminated and the Owner reserves its rights if such termination is required.

23. Wage Rate Determination for this Project from the State of Connecticut is included in the Project Manual. Certified payrolls for site labor shall be submitted bi-weekly to Owner **on the correct State form**. The Owner reserves the right to, without prior notice, audit payroll checks given to workers on site in order to ascertain that wages and fringe benefits are being paid as required by the State of Connecticut. Contractor to comply with Connecticut General Statutes Section 31-53, as amended.

Please make special note of the State requirement to adjust wage rate and fringe benefits on July 1st following the original published rates.

24. Each Bidder shall submit a list of similar projects completed within the last three years. In order to be eligible for consideration, the Bidder must have successfully completed a minimum of five (5) similar projects within the last three (3) years. Please provide project name and contact information for project coordinator (name, title, address, phone number). Please also provide contract value.

NOTE that bidder is to include in its bid proposal all costs required by such annual increases in the PREVAILING RATES. No Escalation Clauses are to be included in the bidder's proposal and No Escalation Clauses will be in the Contract Agreement. Bidder is to anticipate any future increases and include these costs in its quotation.

Contractor's invoices will not be paid if certified payrolls are incomplete, incorrect or not received in a timely manner.

All Apprentices must be registered with the State of Connecticut and their number shall not exceed the number allowed by law. Otherwise, all workers must be paid at least the Journeyman rate listed including benefits.

IMPORTANT:

Failure to comply with general rules may result in disqualification of the Bidder.

For technical questions regarding this Bid, please contact Raymond E. Purtell, Director of Parks and Recreation, at (860) 652-7687.

For administrative questions regarding this Bid, please contact Mary F. Visone, Purchasing Agent at (860) 652-7589.

01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

- 01.01 Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Director of Parks and Recreation of the Town of Glastonbury acting personally or through any assistants duly authorized.
- 01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- 01.03 The wording “furnish”, “install”, “construct”, “furnish and install”, or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.
- 01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

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

03.00 PRECONSTRUCTION MEETING

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

04.00 PERMITS

- 04.01 All permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor. The local building permit fees will be waived.

05.00 PROPERTY ACCESS

- 05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
- 05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

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

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.

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

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

06.04 The school will be in session and fully operational. The Contractor may be required to adjust his work schedule should the work have an adverse impact on operations. There will be no modification of the bid price should a schedule adjustment be required.

07.00 EXISTING IMPROVEMENTS

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

- a. Property within and adjacent to the work area such as shrubs, walks, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

08.00 SEPARATE CONTRACTS

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

09.00 INSPECTION OF WORK

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

- 09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
- 09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
- 09.04 Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10.00 RIGHT TO INCREASE OR DECREASE WORK

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

11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

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

12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

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

13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

- 13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.
- 13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the

Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

- 13.03 Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

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

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

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

15.00 CLEANING UP

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

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

16.00 ROYALTIES AND PATENTS

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

17.00 ERRORS OR CONFLICT IN DRAWINGS AND SPECIFICATIONS

- 17.01 The Contractor shall immediately notify the Owner/Engineer should he find any errors or conflicts in the contract documents. The Owner/Engineer shall render his interpretation or instruction in writing on the items as soon as possible.

- 17.02 Any work undertaken by the Contractor containing possible errors or conflicts will be done at his own risk unless he has received prior written approval from the Owner/Engineer.

17.03 The Contractor shall be responsible for estimating and supplying all quantities: and where clarification or additional information is required, a request in writing to the Owner/Engineer shall be made. No extra charge or compensation will be allowed the Contractor unless there is a change in scope or dimension of the project resulting in need for extra material, equipment and/or labor. Said differences are to be handled under Article 18.

18.00 EXTRA WORK AND EXTRA COST

18.01 The Owner, without invalidating the contract documents, may order extra work or make changes by altering, adding to or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim of extension of time caused thereby shall be adjusted at the time of ordering the change.

18.02 No extra work or change shall be performed unless in pursuance of a written order from the Owner/Engineer, with the agreed price prior to the commencement of the work, and no claim for an addition to the contract price shall be valid unless so ordered.

18.03 The value of any such work or change shall be determined, in one or more of the following ways:

- a) By estimate and acceptance on a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and a final fee.

19.00 SUBSTITUTIONS

19.01 The Contractor shall use materials as specified unless material list is of an open nature. Material other than specified will be permitted only after written application, including four (4) copies of specifications, is made by the Contractor and written approval received from the Engineer or Owner.

The material installed in the job site shall be new and of the quality specified.

The manufacturer's recommendation shall be followed for the installation of all equipment.

20.00 PRODUCT SUBMITTALS

20.01 Prior to ordering materials, the Contractor shall submit submittals as specified in the detailed specification sections. Three (3) copies of the submittals shall be forwarded to the Engineer for review and approval.

20.02 Submittals shall indicate specification Section for each product. Submittals not containing all the required information shall be returned to the contractor for re-submittal.

21.00 OWNER'S ACCEPTANCE

21.01 Within seven (7) days of the Contractor's notification that the installation is substantially complete, the Owner's authorized representative shall inspect the installation. The Owner, with the Contractor, shall take necessary steps to inspect the installation. Upon completion of the inspection, the Owner or the Owner's authorized representative may either accept the work

outright or prepare a “Punch List” that upon completion by the Contractor and acceptance by the Owner will signify final acceptance provided that all other applicable terms and provisions of the Contract have been completed to the Owner’s satisfaction.

22.00 RESPONSIBILITY FOR MAINTENANCE

22.01 It will be the Contractor’s responsibility to maintain the planting as specified in the detailed specifications during the warranty period.

23.00 SERVICE BY THE CONTRACTOR

23.01 The Contractor shall maintain the plants as specified during the warranty period.

24.00 WARRANTY

24.01 The guarantee shall be as specified in Section 02950 Planting 1.10 Guarantee Requirements.

24.02 The Contractor shall be responsible for the repair and/or replacement of all defective work and materials. All repair work shall be completed in a timely fashion.

24.04 Should the Contractor not respond promptly, the Owner may take any action he deems necessary to repair the defect and prevent further damage to his property, including the hiring of another contractor, or the repairing of such a defect with material supplied by the Contractor. In this event, the Contractor shall be liable for expenses incurred and property damages suffered by the Owner.

01.00 NOTICE TO CONTRACTOR

- 01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal and Contract. The Contractor shall perform all work in close conformity with the plans or as modified by written orders, including the furnishing of all materials, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

The scope of the work shall include all labor, materials and equipment needed to furnish and install two earthen berms and the plants specified on the planting schedule at the Nayaug Elementary School, 222 Old Maids Lane, Glastonbury, CT 06033.

02.00 COMMUNICATIONS

- 02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- 02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Director of Parks and Recreation, 2155 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.
- 02.04 Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

03.00 INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Bidder shall provide the Town copies of any such policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and the Board of Education and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

04.00 WORK BY OTHERS

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

05.00 CONTRACTOR’S WORK AND STORAGE AREA

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

06.00 DISPOSAL AREA

06.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. No materials containing lead-based paint of any level shall be dumped at the Tryon Street facility. The Contractor is required to obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

07.00 DUST CONTROL

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

08.00 PROTECTION OF EXISTING UTILITIES

08.01 Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

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

09.00 TIME FOR COMPLETION/NOTICE TO PROCEED

09.01 Within ten (10) calendar days after the date of the Notice of Award, the Contractor must provide the appropriate insurance certificates to the Town Purchasing Agent and shall be issued a Notice to Proceed and a Purchase Order prior to initiating any work on the project.

09.02 Work shall commence within thirty (30) days of the date of the Notice to Proceed/Purchase Order.

09.03 After the work has begun, it will continue in an orderly fashion and shall be fully completed within thirty (30) consecutive calendar days from the date of commencement. The Engineer reserves the right to extend the contract an additional thirty (30) days by mutual written agreement.

09.04 Weather permitting, it is the intention of the Town to have all work required under this Contract completed no later than May 15, 2009. In no case, however, shall the work be completed any later than May 22, 2009.

09.05 Because the school shall remain open during the installation period, the Contractor shall make every reasonable effort to complete the installation as expeditiously as possible.

10.00 MEASUREMENT AND PAYMENT

10.01 All direct, indirect, or incidental costs of work and/or services required by these specifications shall be included in the Lump Sum price.

10.02 Progress payments will be made, based on the approved Schedule of Values, for work that has progressed in accordance with the contract documents, subject to a deduction of five percent (5%) of the amount of the application for payment to be retained by the Owner until completion of the entire contract in an acceptable manner and two and one half percent (2.5%) until the applicable one year warranty period has expired and all required inspections have been completed and results have been submitted and approved by the Engineer.

11.00 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

11.01 This award of bid is subject to the conformance of the Contractor to all Federal, State, and Local laws, statutes, regulations, ordinances or other requirements that are applicable to the type of work contained in these specifications.

12.00 CONTRACTOR COMPLIANCE FORM

All Contractors conducting work on this school property will be required to complete the “Contractor Compliance form” issued by the Glastonbury Public Schools. A copy is provided as part of this document.

ATTENTION CONTRACTOR

- APPROVED FORM FOR YOUR FILES-NOTE ANY COMMENTS BOTTOM OF PAGE 2 – APPROVAL REQUIREMENTS
 APPLICATION DENIED-SEE BOTTOM PAGE 2

GLASTONBURY PUBLIC SCHOOLS

OFFICE OF DISTRICT SAFETY OFFICER

Dr. Kenneth R. Roy
 Director of Environmental Health & Safety
 330 Hubbard St.
 Glastonbury, CT 06033-3099

Telephone: (860) 652-7200 Ext. 2002
 Fax: (860) 652-7275
 E-mail: royk@glastonburyus.org

CONTRACTOR COMPLIANCE FORM

Notice to Contractors:

In concert with, but not limited to, all OSHA General Industry and Construction standards, EPA, NFPA, AHERA, and building codes, contractors conducting work activities at/on any Glastonbury Public School District property are required to provide the following information:

**NOTICE: THIS FORM MUST BE COMPLETED AND APPROVED
 3 DAYS PRIOR TO COMMENCING ANY OPERATIONS**

Once approved, the form will be returned to the originator. Approval is conditional relative to noted specifications by GPS Safety Officer/Director of Environmental Health and Safety.

1. Project Information:

Project Description:

Location:		
Start Date:	Completion Date:	
Contractor Safety Officer	Phone:	Fax:

Permit Prepared By:

Date Prepared:

Project Scope	Yes	No	Comments
Confined Spaces*	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Work	<input type="checkbox"/>	<input type="checkbox"/>	
Forklift	<input type="checkbox"/>	<input type="checkbox"/>	
Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	
Ladders/Scaffolds	<input type="checkbox"/>	<input type="checkbox"/>	
Respirators	<input type="checkbox"/>	<input type="checkbox"/>	
Rigging/Lifting	<input type="checkbox"/>	<input type="checkbox"/>	
Welding**	<input type="checkbox"/>	<input type="checkbox"/>	
Asbestos Management***	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

* Contractors need to secure "Confined Space Program" form and seek approval from GPS Safety Compliance Officer 3 days **prior** to working in permit confined spaces.

** Hot permits are required from GPS Safety Compliance Officer **prior** to "hot" work.

**TOWN OF GLASTONBURY
 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 CONTRACTOR COMPLIANCE**

BID #GL-2009-29

*** Contractors need to secure Asbestos Management plan from Glastonbury Public Schools prior to all construction/demolition work.

2. Provide district safety officer with Material Safety Data Sheets (MSDS) for all materials used on-site.

LIST EITHER CHEMICAL OR TRADE NAME OF EACH ATTACHED MSD SHEET BELOW	

3. In cases of hazardous waste production, a written disposal plan must be provided to and approved by the District Safety Director, 5 days prior to initiation of work for those materials disposed of on site.
4. All contractors and/or their personnel are required **to be in compliance with all EPA, NFPA, AHERA and OSHA and other appropriate safety standards** when working on site (under the direction of a contractor’s project supervisor).
5. All on-site activities carried out by contractors, and/or their employees, must be done in such a manner as to **maintain a safe working environment** for all Glastonbury Public Schools’ employees, students and visitors.
6. Contractor employees found to be in non-compliance **may be removed from the District worksite** by the District Safety Officer.
7. Contractors found to be in non-compliance will be subject to **forfeiture of payment and/or contract termination.**
8. The district reserves the right to inspect the worksite **at any time** for safety compliance.
9. The district may require review of a contractors OSHA 200/300 log for a period of three (3) previous years.

Please type company name and address below

	RETURN TO:
	Dr. Kenneth Roy, Safety Compliance Officer
	E-mail: royk@glastonburyus.org

By signature, the contractor agrees to adhere to all components and the spirit of this document.

Signature of Contractor	Title	Date

<p>INTERNAL USE ONLY APPROVAL STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>GPS Safety Officer: _____ Date: _____</p> <p>c: <input type="checkbox"/> Maintenance Office File <input type="checkbox"/> Contractor <input type="checkbox"/> Safety Officer Roy <input type="checkbox"/> Building Principal/Supervisor <input type="checkbox"/> (Other) <input type="checkbox"/> (Other)</p>	<p>NOTE TO CONTRACTOR: APPROVAL CONTINGENT ON THE FOLLOWING ITEMS:</p>
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**TOWN OF GLASTONBURY
 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

**Minimum Rates and Classifications
 for Heavy Construction
 H 11825**

**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: GL-2009-29 Project Town: Glastonbury
 FAP Number: State Number:
 Project: Nayaug Elementary School Supplemental Planting

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1) Boilermaker	\$33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$31.60	18.33
2) Carpenters, Piledrivermen	\$27.90	16.96

As of: 2/18/2009

**TOWN OF GLASTONBURY
 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

2a) Diver Tenders	\$27.90	16.96
3) Divers	\$36.36	16.96
4) Painters: Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$37.65	14.20
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$34.40	18.57
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$32.40	23.58 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$35.37	19.71

----LABORERS----

8) Group 1: Laborer (Unskilled)	\$23.25	14.00
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As of: 2/18/2009

**TOWN OF GLASTONBURY
 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen.	\$23.50	14.00
10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	\$23.60	14.00
11) Group 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.	\$23.75	14.00
12) Group 5: Toxic waste workers (non-mechanical systems).	\$25.25	14.00
13) Group 6: Blasters	\$25.00	14.00
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe).	\$24.25	14.00
Group 8: Traffic control signalmen.	\$15.00	14.00

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

As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$27.50	14.00 + a
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13b) Brakemen, Trackmen	\$26.70	14.00 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	\$26.70	14.00 + a
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15) Form Erectors	\$26.98	14.00 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$26.70	14.00 + a
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17) Laborers Topside, Cage Tenders, Bellman	\$26.60	14.00 + a
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As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

18) Miners	\$27.50	14.00 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

19) Brakcmcn, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$32.78	14.00 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$31.12	14.00 + a
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21) Mucking Machine Operator	\$33.45	14.00 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	\$26.18	12.47 + a
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Three axle trucks; two axle ready mix	\$26.28	12.47 + a
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As of: 2/18/2009

**TOWN OF GLASTONBURY
 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

Three axle ready mix	\$26.33	12.47 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	\$26.38	12.47 + a
Four axle ready-mix	\$26.43	12.47 + a
Heavy duty trailer (40 tons and over)	\$26.63	12.47 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$26.43	12.47 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over.	\$33.05	16.90 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3,00 premium when operator controls hammer)	\$32.73	16.90 + a

As of: 2/18/2009

**TOWN OF GLASTONBURY
 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

Group 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.).	\$31.99	16.90 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Kochring Loader (Skooper)	\$31.60	16.90 + a
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" Mandrell)	\$31.01	16.90 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$31.01	16.90 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$30.70	16.90 + 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).	\$30.36	16.90 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$29.96	16.90 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader (regardless of attachments), Bobcat or Similar; Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	\$29.53	16.90 + a

As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting		
Group 10: Vibratory Hamner, Ice Machine, Diesel and Air Hammer, etc..	\$27.49	16.90 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$27.49	16.90 + a
Group 12: Wellpoint Operator.	\$27.43	16.90 + a
Group 13: Compressor Battery Operator.	\$26.85	16.90 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$25.71	16.90 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$25.30	16.90 + a
Group 16: Maintenance Engineer.	\$24.65	16.90 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$28.96	16.90 + a

As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

Group 18: Power Safety Boat; Vaccum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$26.54	16.90 + a
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****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Dynamite Man	\$35.65	10.70 + 6.25%
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21) Heavy Equipment Operator	\$22.09	10.70 + 6.25%
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22) Equipment Operator, Tractor Trailer Driver, Material Men	\$30.30	10.70 + 6.25%
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23) Driver Groundmen	\$26.74	10.70 + 6.25%
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----LINE CONSTRUCTION----

As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

24) Driver Groundmen	\$25.99	10.70 + 6.25%
25) Groundmen	\$19.06	10.70 + 6.25%
26) Heavy Equipment Operators	\$31.19	10.70 + 6.25%
27) Linemen, Cable Splicers, Dynamite Men	\$34.65	10.70 + 6.25%
28) Matcrial Men, Tractor Trailer Drivers, Equipment Operators	\$29.45	10.70 + 6.25%

As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

As of: 2/18/2009

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

Project: Nayaug Elementary School Supplemental Planting

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.

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

As of: 2/18/2009

Statute 31-55a

Last Updated: June 02, 2008

You are here: DOL Web Site · Wage and Workplace Issues · Statute 31-55a

- Special Notice -

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

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

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

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

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

[Workplace Laws](#)

Published by the Connecticut Department of Labor, Project Management Office

<http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/statute31-55a.htm>


2/18/2009 5

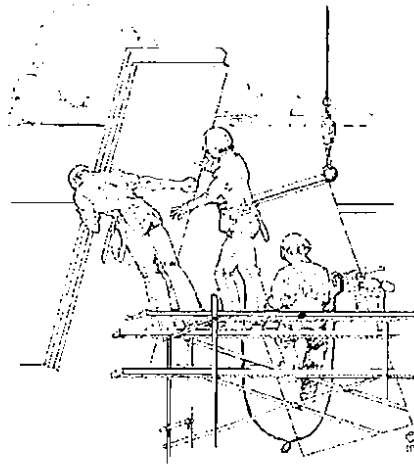
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division •
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM

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 _____, 2008.

Notary Public

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

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL - SUPPLEMENTAL PLANTING
PREVAILING WAGES**

BID #GL-2009-29

[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.

CONTRACTOR NAME AND ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:		CONTRACTOR NAME & ADDRESS:											
<p>Commericut Department of Labor Wage and Workplaces Standards Division 200 Park Brook Blvd. Middletown, CT 06409</p>																															
<p>WEEKLY PAYROLL</p>																															
PAYROLL NUMBER		WAGE-FINDING DATE		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS		PROJECT NAME & ADDRESS											
PERSON WORKER AND ADDRESS		APPR. MAIL RATE (FEMALE AND RACE)		WORK CLASSIFICATION		DAY AND DATE		HOURS WORKED EACH DAY		TODAY'S TIME		TOTAL TIME		TOTAL FRINGE BENEFIT PLAN		TYPE OF FRINGE BENEFIT PLAN		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS FEDERAL STATE WITHHOLDING UNEMPLOYMENT OTHER		GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY							
						S M T W T F S		1 2 3 4 5 6		S-TIME O-TIME		1- \$ 2- \$ 3- \$ 4- \$ 5- \$ 6- \$		1- \$ 2- \$ 3- \$ 4- \$ 5- \$ 6- \$		1- \$ 2- \$ 3- \$ 4- \$ 5- \$ 6- \$															

OSHA ATTACH CARD TO 1ST CERTIFIED PAYROLL

TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
PREVAILING WAGES

BID #GL-2009-29

*FRINGE BENEFITS EXPLANATION (P):

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____

I, _____ of _____, (hereafter known as Employer)

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

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-Certified Statement

Submitted on

(Date)

(Signature)

(Title)

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Revised: March 12, 2008

Informational 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.

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.

On any construction project, an assortment of workers are needed to carry out all of the required tasks. Employees include various skilled crafts people, machine operators, general laborers, and apprentices. Prevailing wage rate schedules identify the classes of workers likely to be employed on each of the four types of construction projects. (If a contractor wants to use a class of worker not listed in a wage determination, there is a process for requesting the U.S. Department of Labor to establish a prevailing wage rate for that additional classification). (Contact U.S. Department of Labor at 202.693.0062 or 215.861.5800)

A registered apprentice is not a separate prevailing wage job classification. Apprentices are paid a percentage of the base rate received by the craft that they are training to become and the full fringe rate. This percentage increases in steps, as the apprentice advances through the stages of the apprenticeship process.

Any questions regarding the proper classification should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06109 at 860.263.6543.

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

ASBESTOS WORKERS/INSULATORS:

- Handle, install, apply, fabricate, distribute, prepare, alter, repair, or 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, PILEDRIVERMEN, LATHERS, RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIVERS, 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.
- Assembly and installation of modular furniture systems.
[New] a. Free-standing furniture is not covered. This includes: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

CLEANING LABORER:

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

DELIVERY PERSONNEL:

- ▶ If delivery of supplies building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- ▶ An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer tradesman and not a delivery personnel.

ELECTRICIANS:

- ▶ Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes. **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: [updated]

- ▶ Installs light metal sash, head sills, and 2-story aluminum commercial storefronts.

IRONWORKERS:

- ▶ Handling, sorting, and installation of reinforcing steel (rebar).
- ▶ Installation of aluminum window walls and curtain walls.
- ▶ Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.
- ▶ Installation of handrails, stairs, and platforms installed on Wastewater Treatment Plant projects. [new]

INSULATOR:

- ▶ Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

LEAD PAINT REMOVAL:

- ▶ Painter 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 Rate-
 - 1) Removal of lead paint from any surface *NOT* to be repainted.
 - 2) Where removal is on a *TOTAL* Demolition project only.

LABORERS:

- ▶ Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector, hand operated concrete vibrator operator, mason tenders, pipelayers (installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license), 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 finishing for any and all types of building and residential work.

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:

- ▶ Preparation of surface, tear-off and/or removal of any type of roofing, and/or clean-up of any areas where a roof is to be relaid.

~SHEET METAL WORKER:

- ▶ Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

~SPRINKLER FITTERS:

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

~TILE, MARBLE AND TERRAZZO FINISHERS:

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

~TRUCK DRIVERS:

- ▶ Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.
- ▶ 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.

**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, Plasters, Stone Masons
(Building Construction)
(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.

Bricklayer (Residential- Fairfield County)

- a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours.

Electricians

Fairfield County: West of the Five Mile River in Norwalk

- a. \$2.00 per hour not to exceed \$14.00 per day.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor 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 workdays 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 workday preceding the holiday or the regular workday 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.

Summary of Connecticut's Prevailing Wage Law

Last Updated: June 02, 2008

You are here: DOL Web Site · Wage and Workplace Issues · Summary of Connecticut's Prevailing Wage Law

Connecticut's prevailing wage law is codified in Connecticut General Statutes Section 31-53 and 31-53a. The law applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the State or its agents, or by any political subdivision of the State.

Coverage: Conn. Gen. Stat. Section 31-53(g) provides monetary thresholds which must be met before the law is applicable. The prevailing wage law does not apply where the **total cost of all work to be performed by all contractors and subcontractors** in connection with new construction of a public works project is less than four hundred thousand (\$400,000) dollars. The prevailing wages law does not apply in connection with remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project under one hundred thousand (\$100,000) dollars.

Prevailing Rate: The prevailing rate consists of a base rate and a fringe benefit rate which may be paid in cash or benefits. Conn. Gen. Stat. Section 31-53(d) permits the Labor Commissioner to adopt and use the prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended. **The agent empowered to let such contract shall contact the Labor Commissioner at least ten, but not more than twenty days, prior to the date such contracts will be advertised for bid, to ascertain the proper prevailing rate. Under Connecticut General Statutes, 31-55a the rates will be adjusted annually on or before July 1st of each year. These new rates will be on the Department of Labor website.**

Certifications: Both the Contractor and the Contracting Agent must provide certifications to the Labor Commissioner. Prior to the award of any contract subject to the prevailing wage law, the contracting agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with the public works project, regardless of whether such project consists of one or more contracts. Upon the award of a contract subject to the prevailing wage law, the contractor who is awarded the contract shall also certify, under oath, to the Labor Commissioner the pay scale to be used by the contractor and any of his subcontractors for the work to be performed under the contract. Additionally, each employer subject to the prevailing wage law must file certified payrolls with the contracting agent including information, including but not limited to, employee names; occupations; hours worked; rates paid; and the employers compliance with various provisions of law.

Penalties: There are various civil, criminal and administrative penalties for violations of the prevailing wage law. Failure to pay the prevailing rate is a crime which may be a felony depending upon the amount of unpaid wages. Knowingly filing a false certified payroll or failure to file a certified payroll is a Class D felony for which an employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. Disregarding obligations

under Conn. Gen. Stat. Section 31-53 may result in an administrative debarment which may preclude any firm, corporation, partnership or association in which such person or firms have an interest from receiving an award of a contract until a period of up to three years have elapsed. Additionally, civil penalties of \$300 per violation of law may also be assessed upon the employer.

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

All persons who perform work on site must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification;

All certified payrolls must list the hours worked and wages paid to all persons who perform work on site regardless of their ownership, i.e.: (Owners, corporate officers, LLC members, independent contractors, et. al);

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

**For additional information contact:
Wage and Workplace Standards Division
Public Contract Compliance
(860)263-6542**

Published by the Connecticut Department of Labor, Project Management Office

SECTION 02270 SOIL EROSION AND SEDIMENT CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Supplementary Conditions, apply to this section.

1.2 SUMMARY

- A. Provide all labor, materials, necessary equipment and services to complete the work called for in this Section or as shown on the plans, including but not necessarily limited to the following:
 - 1. Slope protection and erosion control devices and measures as shown on the Drawings and where directed by the Engineer.
 - 2. Maintenance, repair and replacement of slope protection and erosion control devices and measures as required.
 - 3. Removal of slope protection and erosion control devices and measures when no longer required.
 - 4. Installation of anti-tracking pad.
 - 5. Removal of collected sediment and debris.
 - 6. Restoration of disturbed areas to finish surface indicated on Drawings.
 - 7. Installation of permanent mulches.
 - 8. Conformance to erosion notes on plans and Connecticut DEP requirements.
- B. Related Work: The following sections contain requirements that may apply to this section:
 - 1. Division 2 Section 02200 'Earthwork'
 - 2. Division 2 Section 02931 'Seeded Lawn'

1.3 REFERENCE STANDARDS

- A. Form 816, State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, 2004.
- B. Connecticut Guidelines for Soil Erosion and Sediment Control, the Connecticut Council on Soil and Water Conservation, May 2002.
- C. Connecticut Stormwater Quality Manual, August 2003.

1.4 SEQUENCING/SCHEDULING

- A. Install all soil erosion and sediment control devices and measures prior to commencing construction. Install additional measures as required during construction and maintain such structures throughout construction period.

1.5 SUBMITTALS

- A. The Contractor shall submit a plan showing erosion and sedimentation controls.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Hay Bales: New bales of hay or straw free from rot or mould. Firmly bound with wire or twine. Refer to Section 2.18, Form 816.
- B. Stakes for Silt Fence: Hardwood or metal.
- C. Silt Fence Fabric:
 - 1. Silt Fence shall be at an exposed height of 30 inches (minimum).
- D. Wire Backing:
 - 1. Wire for backing reinforcement shall be a minimum of 14 gauge with maximum mesh spacing of 6 inches.
 - 2. Minimum height shall be 42 inches.
- E. Crushed stone for construction entrance and stone berms: 2 inch diameter conforming to M.01.01 of Form 816.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall plan and execute all operations, particularly those associated with excavation and backfilling, in such a manner as to minimize the amount of excavated and exposed fill or other foreign material that is washed or otherwise carried into wetlands and waterways. Refer to Section 2.10, Form 816.
- B. The Contractor shall furnish and place hay bales, silt fencing and other materials necessary for sedimentation and erosion control.
- C. In the event the sedimentation or siltation prevention measures used by the Contractor prove to be inadequate as determined by the Engineer, the Contractor shall be required to adjust his operations to the extent necessary to prevent any such sedimentation or siltation from occurring.

- D. Baled hay shall be placed to form temporary water stops, dams, diversions, dikes, berms and for other uses connected with water pollution control. Should any bales become too clogged to be effective, they shall be removed from the site and new hay bales provided as directed by the Engineer. Bales shall be replaced as often as necessary to provide effective sediment control.

Following completion of construction activities in a particular area, bales shall be legally disposed of, by the Contractor, off-site in an environmentally sound manner.

- E. On sloping terrain, hay bales may be used to trap sediment until vegetation has become established. The details of their placement shall be as approved by the Engineer.
- F. The silt fence shall be maintained at no additional cost to the Owner as follows: Inspect silt fences and filter barriers immediately before and after each rainfall and at least daily during prolonged rainfall. Provide any required repairs immediately. Should the fabric on a fabric silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, replace the fabric promptly.

Remove sediment deposits after each storm event as directed by the Engineer. As a minimum, remove sediment when deposits reach approximately one-half the height of the barrier. Dispose of sediment deposits off-site, placed upland in a manner which will prevent its later erosion into the resource area, or in a manner approved by the Engineer.

Maintain the fabric silt fence until all upslope soils are permanently stabilized by vegetation.

3.2 CONSTRUCTION ENTRANCE

- A. Install temporary construction entrance consisting of 2 inch crushed stone placed to the depth and area indicated on the Drawings. Location to be determined.
- B. Remove stone when no longer required. Restore subgrade and finish to grades with materials indicated on the Drawings.

3.3 HAZARDOUS MATERIALS

- A. The construction project shall be in compliance with all Federal, State, and local laws with respect to hazardous materials.
- B. All clean up and disposal operations shall comply with all applicable Federal, State, and local statutes, regulations and ordinances and anti-pollution laws.

3.4 PERMITS

- A. The Contractor shall comply with all requirements of all applicable Federal, State, and local regulations and all permits issued for the Contract.

END OF SECTION

SECTION 02200 – SITE EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Provisions: of the Contract including General and Supplementary conditions, apply to the work specified in this section.
- B. Form 816 shall mean the State of Connecticut, Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816-2004 or its latest edition and any supplemental specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Performing all earthwork as shown on the Drawings and as specified herein, including, but not necessarily limited to:
 - 1. Site grading, filling, and compacting to indicated elevations and contours, including excavations.

1.3 RELATED WORK DESCRIBED ELSEWHERE

- A. TOPSOIL Section 02920
- B. SOIL EROSION AND SEDIMENT CONTROL Section 02270

1.4 QUALITY ASSURANCE

- A. Material Standards: as defined in State of Connecticut, Department of Transportation Standard Specifications -Form 816-2004 inclusive of all supplements and
- B. Any Materials: which do not meet the description for Fill Materials shall not be used as fill, and shall be disposed of legally off-site by the Contractor or as directed by the Owner.

1.5 SUBMITTALS

- A. Submit certified test reports and materials certificates, for products specified in this Section, indicating compliance of all proposed materials with specified requirements.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING: Keep different types of fill and excavation materials well separated to insure proper positioning of various materials.

1.7 PROTECTION

- A. Dust Control: Use all means necessary to control dust on and near the construction areas caused by the Contractor's performance of the work.

- B. Protect: all existing improvements, utilities and pavements designated to remain. Excavations shall be protected and maintained as required.
- C. Call Before You Dig: Contact Call Before You Dig Service (1-800-922-4455) prior to commencing any earthwork operations.

The Contractor shall acquaint himself with the located utilities. Protect all utilities designated to remain within the area of the Work. Any damage to existing facilities by reason of his performance of the Work under this Contract will be his responsibility and repaired at his expense in conformance with the applicable utility company and Town of Glastonbury requirements. Maintain existing systems in operation as required during installation of new work.

- D. Protect: all benchmarks, monuments, and property boundary pins. Replace if destroyed by Contractor's operations.
- E. Contact Town Engineering Department prior to performing any excavation.

PART 2 - PRODUCTS

2.1 GRANULAR FILL: Material used for general filling outside of limits of pavements may be either approved material available from excavation on-site or approved material, obtained from off-site.

- A. It shall be clean, free of clay and organic material and capable of satisfactory compaction. If sufficient approved on-site material is not available to meet grading requirements indicated, Contractor shall provide additional approved off-site material as part of the base contract price.
- B. Off-site material to conform to Article M.02.01, Form 816-2004: Granular Fill.

2.2 EQUIPMENT

- A. As selected by the Contractor

2.3 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Owner.

PART 3 - EXECUTION

3.1 GENERAL

- A. Make site excavation and fill operations to the lines and grades indicated on the plans and conduct the work so as to cause a minimum disturbance to adjacent areas.
- B. Do not fill when earth is frozen or in an extremely wet condition.

- C. Areas to be filled shall be free of debris, refuse, compressible or decayable materials. Before placing any fill, all topsoil and all organic material shall be removed.
 - D. Utilities:
 - 1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
 - 2. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
 - 3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
 - 4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Landscape Architect and secure his instructions.
 - 5. Do not proceed with permanent relocation of utilities until written instructions are received from the Landscape Architect.
 - E. Protection of Persons and Property:
 - 1. Barricade open holes and depressions occurring as part of the work, and post warning lights on property adjacent to or with public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.
- 3.2 SUBGRADE PREPARATION
- A. Comply with Article 2.09.03 of Form 816-2004.
- 3.3 MATERIAL PLACEMENT/COMPACTION - GENERAL
- A. Placement: Lifts shall be maximum 12” in landscaped areas.
 - B. Fill: to sub-grade under landscaped areas shall be compacted to a maximum 85% modified AAHSTO laboratory density (ASTM D-1557, Method C).

3.4 DISPOSAL OF EXCESS OR WASTE MATERIALS

- A. Excess Material: remains the property of the Contractor and shall be deposited off-site by the Contractor unless otherwise indicated or approved by the Owner. Remove from the site as work progress. Do not store excess excavation material or permit debris to accumulate on-site.

- B. Removal: remove from the site and dispose of legally all waste material unsuitable for fill or backfill, unless otherwise specified or directed by the Owner.

END OF SECTION 02200

SECTION 02920 - TOPSOIL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to the work specified in this Section.

1.2 SECTION INCLUDES

- A. Testing, screening, amending, placing and finish grading all stockpiled and borrow topsoil as shown on the Drawings and specified herein.
 - 1. Provide all borrow topsoil or amended stockpile topsoil and compost necessary to properly complete all lawn and planting operations.
 - 2. Provide specified depth of topsoil in all lawn, landfill slopes and seeding areas.

1.3 RELATED SECTIONS

- A. SITE EARTHWORK Section 02200
- B. SEEDED LAWN Section 02931
- C. PLANTING Section 02950

1.4 QUALITY ASSURANCE

- A. Topsoil:
 - 1. Testing: Representative samples of borrow topsoil and stockpiled topsoil shall be completely analyzed/ tested to determine:
 - a. Nutrient analysis using the Modified Morgan extractant for soil available P, K, Ca, and Mg.
 - b. Soil pH.
 - c. Organic content- determined by loss of weight on ignition.
 - d. Particle size analysis - sand, silt, and clay - analysis shall be determined using the hydrometer or pipette methods of particle size analysis with size fractions based upon size limits established by USDA.
 - 2. Before delivery of any borrow topsoil, furnish the Owner with a 5 gallon sample of material.
 - 3. Borrow topsoil is to be tested prior to delivery on site.

4. Stockpile topsoil is to be tested after being stockpiled. It is to be tested again after rough grading and initial amendment. Amendment and testing will be repeated until the stockpile topsoil meets the requirements of these specifications.
5. The construction manager is to be notified 48 hours prior to the taking of topsoil samples.
6. Topsoil testing costs shall be borne by the Contractor.
7. Testing laboratory shall be :

Soil Nutrient Analysis Laboratory
6 Sherman Place, U-102
University of Connecticut
Storrs, CT 06269-5102

Substitute laboratory may be used only if approved by the Owner.

1.5 SUBMITTALS

- A. Submit topsoil test results for approval.
- B. Submit materials certificates and product data for the following items, clearly marked, to indicate proposed materials. Printed data shall state application rates and amount of product to be added, if applicable.
 1. Soil amendments and conditioners
 2. Compost (AllGro only)
- C. Submit batch delivery tickets for the following items, indicating the trade name, the supplier/distributor's name and the amount of product delivered to the contracting firm/project site.
 1. Soil amendments and conditioners
 2. Compost (AllGro only)
 3. Processed sand
- D. Submit materials certificate and certified test report for processed sand and gravel.

1.6 PRODUCT HANDLING: Coordinate delivery of borrow topsoil such that it is placed as delivered and no stockpiling is required.

1.7 PROJECT CONDITIONS:

- A. Existing Conditions: Stockpile existing topsoil as required. Review test reports and quantity/quality of existing topsoil with Owner.

PART 2 - PRODUCTS

2.1 BORROW TOPSOIL

- A. Shall be clean, fertile, friable, and well draining; not to contain materials harmful to plant life. All topsoil to be free of any subsoil earth clods, sods, stones over 3/4" in any dimension. Topsoil shall also be free of sticks, roots, weeds, litter and other deleterious material. Topsoil shall be uniform in quality and texture and contain specified organic matter and mineral elements necessary for sustaining healthy plant growth.
- B. Topsoil shall have a pH of 6.0 to 8.0.
- C. Organic Matter Content: 4 - 6%
- D. Nutrient levels shall be achieved by the Contractor's addition of amendments to the topsoil to meet the optimum nutrient levels specified in the testing laboratory report.
- E. Single source of all borrow topsoil is required.
- F. Topsoil shall meet the USDA Soils Textural Classification percentage of sand, silt and clay for "sandy loam" or "fine sandy loam" classifications.
- G. Free of any toxic chemical, waste or any material or condition that would prevent the establishment of a suitable lawn.
- H. Borrow topsoil not meeting the required specifications in this Section will be rejected.

2.2 STOCKPILE TOPSOIL: Stockpile topsoil proposed for reuse shall conform to all requirements of paragraph 2.1 of this Section, and shall be screened to remove all stones and debris 3/4" and larger. Modify and provide amendments to material per testing reports at no additional cost to the Owner. No approved stockpiled material shall be removed from the site.

2.3 AMENDMENTS/CONDITIONERS: As recommended by the Topsoil Test Report.

2.4 COMPOST

- A. Compost shall be derived from organic wastes such as food and agricultural residues, animal manures, mixed solid waster and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted, free of viable weed seeds and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.
- B. Compost shall have the following properties:

<u>Parameters</u>	<u>Range</u>
pH	5.5 – 8.0
Moisture Content	35% - 55%
Soluble Salts	4.0 mnhos (dS)
C:N ratio	15 – 30:1
Particle Size	<1"
Organic Matter Content	>50%

Bulk Density <1000 lbs./cubic yard
 Foreign Matter <1% (dry weight)

- C. Compost generator shall also provide minimum available nitrogen and other macro and micro nutrients to determine fertilizer requirements.
- D. Compost shall be AllGro® as distributed by: AllGro, 861 Lafayette Road, Suite 2B, Hampton, NH 03842, Telephone 800-662-2440 or approved equal.

2.5 SAND: Processed to meet the following particle size criteria:

	<u>Sieve Mesh</u>	<u>Diameter of sieve (mm)</u>	<u>Allowable range % retained</u>
Gravel	10	2.00	0- 5%
Very coarse sand	18	1.00	0-20% combined with Gravel
Coarse	35	0.50	at least 60%
Medium		60	0.25 in this range
Fine	100	0.15	10% maximum
Very Fine	270	0.05	3% maximum
Silt		0.002	5% maximum
Clay		<0.002	3% maximum

In addition, there shall be 100% passing the No. 5 screen (4mm), and no more than 10% combined very fine sand, silt, and clay.

PART 3 - EXECUTION

3.1 TOPSOIL PREPARATION:

- A. Determine quantity of approved stockpiled topsoil scheduled to be placed. Provide borrow topsoil at no additional cost to owner to complete the work of this Section if stockpiled topsoil quantities are inadequate.
- B. Borrow topsoil meeting the required specifications in Section 2.1 may be spread without amendment.
- C. Stockpiled Topsoil will be tested prior to spreading.
 - 1. Based on topsoil testing reports, provide amendments and conditioners to topsoil to bring in compliance with project requirements. Bulk mix to produce a homogeneous product.
 - 2. Amended topsoil will be re-tested prior to use on site. The amendment process will be repeated until the topsoil results comply with Section 2.1 above.

3. Notify the construction manager 48 hours prior to taking samples of topsoil for testing.

3.2 SPREADING TOPSOIL AND TOPSOIL/COMPOST MIXES

- A. Do not apply topsoil materials to the scarified subgrade without approval by the Owner. No vehicular traffic or rubber tired equipment shall be allowed on finished subgrades. Topsoil materials shall not be spread until topsoil has been amended as required. Topsoil materials shall not be delivered or worked in a frozen or muddy condition.
- B. Uniformly distribute and spread topsoil materials over all graded lawn areas to conform smoothly to the lines, grades, and elevations shown or otherwise required. Maintain consistent depths of material throughout the project area.
- C. Manually supply topsoil around all trees to remain. Avoid damage to root systems. Depth of topsoil around existing trees to be determined by Landscape Architect.
- D. Place topsoil in layers that will provide the scheduled thickness after natural settlement and light rolling.
- E. Spread topsoil from edges inward toward the middle of areas being topsoiled. Do not allow equipment directly on the loosened subgrade.
- F. Do not overcompact the topsoil. Do not allow rubber-tired equipment on topsoiled areas. Use lightest weight equipment practicable. Sequence operations to minimize the number of equipment passes required.
- G. Track topsoiled slopes parallel to the fall line.
- H. Place topsoil materials only when it can be immediately followed by seeding operations.
- I. Resupply and place topsoil to eroded, settled or damaged areas until all lawn areas are stabilized. Care shall be taken not to damage grass or pavement areas in the replacement to topsoil.

3.3 PROTECTION

- A. Remove weeds prior to lawn development operations. No weeds shall be allowed to go to seed.
- B. Keep heavy equipment, trucks, etc. off topsoiled areas at all times.
- C. If compaction occurs, scarify to the full depth of the topsoil and regrade topsoil.

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
SECTION 02920 – TOPSOIL**

BID #GL-2009-29

3.4 EXCESS MATERIALS:

- A. Excess approved stockpiled topsoil remains property of Owner and is to be deposited on-site by the Contractor where directed by the Owner.
- B. Other excess material, including tailings from screening operations shall be legally disposed of off-site.

END OF SECTION 02920

SECTION 02931 – SEEDED LAWN

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract including General and Supplementary Conditions, and General Requirements apply to the work specified in this Section.

1.2 SECTION INCLUDES

- A. Providing and installing all lawns as shown on the Drawings and as specified herein, including, but not necessarily limited to:
 - 1. Fine grading and preparing the seed bed.
 - 2. Providing and incorporating amendments necessary for good lawn growth.
 - 3. Seeding all disturbed lawn areas.
 - 4. Providing and installing erosion control fabric or salt hay mulch as necessary.
 - 5. Mowing, watering, and maintaining the grass until established and accepted.
 - 6. Repair of existing lawn areas damaged by the work of this Contract.
 - 7. Protection and security of seeded lawn areas, and repair of damage until acceptance of all lawn areas.

1.3 RELATED SECTIONS

- A. TOPSOIL Section 02920
- B. PLANTING Section 02950

1.4 QUALITY ASSURANCE

- A. Qualifications of Installers: Provide at least one person who shall be present at all times during execution of this portion of the Work, who shall be thoroughly familiar with the type of materials being installed and who shall direct all work performed under this Section.
- B. Preservatives and Controls: Prior to the application of the preventatives and controls specified, confirm that each of the materials is permitted in the State of Connecticut.

1.5 PRODUCT HANDLING

- A. Delivery and Storage:

1. Seed, fertilizer, lime, and chemical preventatives and controls shall be delivered in standard size unopened containers, showing weight, analysis, and name of manufacturer.
2. Protect materials from deterioration during delivery and while stored at the site.

1.6 GUARANTEE

- A. Duration of guarantee shall be until the completion of the specified maintenance period and until Owner's final acceptance of lawn areas.

1.7 SCHEDULE

- A. Construct lawns between April 1 and June 1 unless otherwise permitted by the Owner's Representative.

1.8 EXISTING WORK

- A. Verify that topsoil surface is true to grade, smooth, free of irregularities, properly installed to the scheduled thickness and in good condition to receive the work of this Section.
- B. Verify that irrigation work is complete. Protect from damage.

1.9 SUBMITTALS

- A. Provide copies of a material certificate signed by the seed vendor and the Contractor, (stating botanical and common names, percentages by weight, and percentages of purity, germination and weed seed for each grass seed species) certifying that the seed mixture complies with the specified requirements.
- B. Certification by grower of sod type, including percentage of each type of grass in the blend.
- C. Submit materials certificates and product data for the following items, clearly marked, to indicate proposed materials. Printed data shall state application rates and amounts of product to be added, if applicable.
 1. Water management polymer
 2. Fertilizers
 3. Lime
 4. Chemical preventatives and controls
- D. Submit batch delivery tickets for the following items, indicating the trade name, the supplier/distributor's name and the amount of product delivered to the contracting firm/project site.
 1. Water management polymer
 2. Fertilizers
 3. Seed mixes

1.10 TOPSOIL TESTING

- A. Insure that topsoil has been tested in accordance with Section 02920.

1.11 INSPECTION AND ACCEPTANCE OF SEEDED AREAS

- A. Submit written notice requesting inspection at least 10 days prior to the anticipated date.
- B. Maintenance responsibilities end with final acceptance which shall be a minimum 60 consecutive calendar days from the date of seeding. Seeded areas will not be accepted in 'pieces' unless specifically agreed to by the Owner.
- C. A satisfactory stand of acceptable grass is defined as:
 - 1. Consisting of a uniform dense stand of established permanent grass species. Landscape Architect will be the judge. Any part of the lawn that does not show a uniform dense lawn grass shall be reseeded. Lawns must be free of weeds, crabgrass, and other undesirable plants, and with no diseases present.
- D. Final acceptance will not be made until all damaged areas, including areas outside the property limits, have been restored to their original conditions by topsoiling, seeding, and other necessary operations.
- E. Upon stabilization of lawn areas, erosion control devices and protection fencing shall be removed and disposed of off-site.

1.12 PROTECTION AND SECURITY

- A. Provide protection and security as necessary to prevent damage to lawn areas by any cause, including malicious vandalism and unauthorized usage, prior to acceptance of lawns by Owner.

PART 2 - PRODUCTS

2.1 LIME: ground limestone, 95% passing through a 100 mesh screen. Calcium carbonate equivalency of 90% or higher.

2.2 FERTILIZER:

- A. Topsoil Fertilizer: complete at the ratios recommended in the topsoil test reports.
- B. Starter Fertilizer: guaranteed analysis of 10.20.10.
- C. Secondary Fertilizer: guaranteed analysis of 15.15.15.

2.3 SEED

- A. Provide fresh, clean, new-crop seed; blue tag certified complying with the tolerance for purity and germination established by the Office of Seed Analysis of North America.

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 NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
 SECTION 02931 – SEEDED LAWN**

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Provide seed of the grass species, proportions and maximum percentages of weed seed. Provide seed in cleaned, sealed, properly labeled containers. Seed that is wet, moldy, or otherwise damaged will not be accepted. Handle seed in accordance with the manufacturer’s recommendations for exposure to extremes of heat, cold, or moisture.

B. LAWN SEED QUALITY:

1. Weed Seed: maximum of 0.50%, no noxious weed seed.
2. Purity: minimum 97% pure.
3. Crop: maximum 0.50%
4. Germination Rate: minimum 80%

C. LAWN SEED MIXTURE (percent by weight):

- | | |
|-------|-----------------------------|
| 22.5% | Crest Kentucky Bluegrass |
| 22.5% | Dellwood Kentucky Bluegrass |
| 15% | Sunshine Perennial Ryegrass |
| 15% | Cutter Perennial Ryegrass |
| 12.5% | Raymond Chewings Fescue |
| 12.5% | Pennlawn Red Fescue |

- 2.4 EROSION CONTROL NETTING: SC150 Erosion Control Blanket as manufactured by North American Green and distributed by EPPCO, Berlin, CT or approved equal. Include staples as required.
- 2.5 HYDROMULCH: Soil Guard Bonded Fiber Matrix as manufactured by Weyerhaeuser or approved equal.
- 2.6 CHEMICAL PREVENTATIVES AND CONTROLS: Commercial materials labeled for turf maintenance.
- 2.7 WATER: Potable.
- 2.8 WATER MANAGEMENT POLYMER: Terra-Sorb HB as distributed by Industrial Services International, Inc., Bradenton, FL or approved equal.

PART 3 - EXECUTION

3.1 RATES OF APPLICATION

<u>Material</u>	<u>Application Rate</u>
Topsoil Fertilizer, Lime and Topsoil Conditioners	As recommended by the topsoil test report.
Grass Seed	5 lbs./1,000 S.F.
Hydromulch	As recommended by manufacturer.

Starter Fertilizer	10 lbs./1,000 S.F.
Crabgrass Preventative	As recommended by the manufacturer.
Lawn Pest/Disease Control	As recommended by the manufacturer.
Soil Insect Control	As recommended by the manufacturer.
Broad Leaf Weed Control	As recommended by the manufacturer.
Secondary Fertilizer	6.5 lbs./1,000 S.F.
Water Management Polymer	3 lbs./1,000 S.F.

3.2 SEED BED PREPARATION

- A. Apply lime, topsoil fertilizer, and other recommended conditioners at the rates recommended by the topsoil tests in all areas where topsoil and topsoil/compost mix have been installed. Cultivate topsoil to a 4” depth by spring-toothed harrow or other approved methods to thoroughly incorporate amendments into the topsoil. Maintain a loose friable seed bed. At no time will rubber tired loaders or graders having greater compaction than a small farm tractor be allowed on topsoil. Keep all heavy equipment and trucks off prepared topsoil. Do not prepare while ground is wet or frozen.
- B. Provide additional topsoil where and as required to properly meet all proposed finish grades.
- C. Remove any weeds, debris, foreign matter and stones having any dimension greater than 3/4". Remove from property.
- D. Install water management polymer in all unirrigated lawn areas. Work into upper 2” of topsoil.
- E. Fine grade to a smooth uniform surface. The entire area shall present an even grade with no depressions where water will stand. Grades shall be within 1/2" of designated elevation. Any protective fencing around existing trees shall be removed and disposed of by the Contractor at this time. Topsoil shall be smoothly blended to existing finish grades around trees, erosion control devices and adjacent existing conditions, maintain existing surface drainage patterns. Smoothly round-off all top and toe of slopes. Reinstall erosion control devices and protective fencing as required.
- F. Approval of surface by Owner shall be obtained before seeding operations begin.

- G. Perform bulk density and compaction tests to monitor degree of soil compaction/seed bed friability where directed. Where required, loosen the seed bed to obtain no greater than 70% of the ASTM D-1557 modified optimum density.

3.3 LAWN DEVELOPMENT

- A. All disturbed areas not developed otherwise shall be developed as lawn as indicated on the drawings and as specified.

3.4 SEEDING PROCEDURE - LAWN AREAS

- A. Seeding shall be done when wind does not interfere with uniform distribution of hydroseeding mixture.
- B. Apply starter fertilizer, seed and maximum 10% of mulch in one operation by the use of an approved spraying machine. Avoid spraying mix on adjacent surfaces, walks, building walls, and curbs.
- C. Apply remaining 90-100% of the mulch in a second separate application.
- D. Mix materials with water. Keep in an agitated state so that the materials are uniformly suspended in the water. Apply all materials at the specified rates.
- E. Do not overseed with unapproved quick-germinating species.

- 3.5 EROSION PREVENTATIVES:** Install erosion control netting on all seeded slopes steeper than one foot (1') vertical to three (3) feet horizontal, or any seeded areas which receive concentrated run-off water, and areas as required by the Town or Owner's Representative. Joints in these materials shall overlap no less than one foot (1'), and the material shall be secured as recommended by the manufacturer.

3.6 ESTABLISHMENT

- A. Maintain a moist seed bed at all times. Water seed bed so that the topsoil is wet to a depth of 2". Apply complete coverage to the seeded area as necessary to insure proper germination conditions.
- B. Protect all lawn areas with barricades, if necessary, to keep all traffic off the area. Repair all damage to lawn areas including topsoil replacement, at no additional cost to Owner.
- C. Reseed all areas which have failed to show a uniform stand of grass after the initial plants have appeared. All areas disturbed/prepared for reseeding in spring or summer shall receive crabgrass preventative.

3.7 CRABGRASS AND BROADLEAF WEED CONTROL

- A. Treat any lawn areas infested with crabgrass or broadleaf weeds with weed control products in conformance with manufacturer's recommendations, as required after identification of weed/crabgrass presence.

- B. Time: Conform to the manufacturer's recommendations.
- C. Rate: Conform to the manufacturer's recommendations.

3.8 DISEASE CONTROL

- A. Treat any diseased lawn areas with proper disease control product in conformance with the manufacturer's recommendations, as required after diagnosis of disease organisms.
- B. Time: Conform to the manufacturer's recommendations.
- C. Rate: Conform to the manufacturer's recommendations.

3.9 MAINTENANCE OF LAWN AREAS

- A. Period Required: Immediately after seeding and shall continue until final acceptance.
- B. Provide all reseeding, watering, mowing, weeding, insect or disease control, refertilizing, repair of washouts and other maintenance procedures which are necessary to produce a uniform stand of grass.
- C. Grass must be maintained at a height of 1 1/2 - 2". Mowing frequency shall be weekly minimum and must be adequate to insure that no more than 1/3 of the grass blade height is removed at any one time. Remove heavy clippings. Initial mowing shall occur when grass reaches 2" height.
- D. Secondary Fertilization: Apply secondary fertilizer 14 days after seeding. Apply per manufacturer recommendations.

3.10 PROJECT CLEAN-UP

- A. Upon completion of all lawn areas, remove all excess soil, debris, and other materials resulting from work operations of this Section. Restore all improvements to original condition. Broom clean all walks and pavements. All clean-up shall be completed at the end of each working day.
- B. Upon stabilization of lawn areas, remove all erosion control devices. Reseed as required.

END OF SECTION 02931

SECTION 02950 - PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The general provisions of the Contract including General and Supplementary Conditions, and General Requirements apply to work specified in this Section.

1.2 SECTION INCLUDES

- A. Providing and installing all plant materials as shown on the drawings and as specified herein including but not limited to:
 - 1. Source inspection.
 - 2. Plant pit excavation and preparation and installation of all backfill mixtures.
 - 3. Planting all trees, shrubs, perennials, and groundcovers, including finishing operations.
 - 4. Mulch for all plant bed and saucer areas.
 - 5. Protection, maintenance and replacement of plant material and related items.

1.3 RELATED SECTIONS

- A. TOPSOIL Section 02920
- B. SEEDED LAWN Section 02931

1.4 QUALITY ASSURANCE

- A. Standards:
 - 1. All plants shall meet or exceed the specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
 - 2. Quality, size and ball container size shall conform with the current edition of "American Standard and Nursery Stock" by the American Association of Nurserymen, Inc. and its amendments (ANSI Z60.1).
 - 3. All plants shall be certified true to name by the nursery source. Sealed certificates from the nursery source shall be submitted prior to any plant material installation. One plant of each species shall be tagged with the name and size of the plant in accordance with the standards of practice of the American Association of Nurserymen. Botanical names shall take precedence over common names.

- B. Qualifications of Installers:
 - 1. Provide at least one person who shall be thoroughly familiar with the type of materials being installed and shall direct all work performed under this section.
- C. Nursery Coordination
 - 1. Each specific plant type shall be provided from a single nursery source unless otherwise approved.

1.5 SUBMITTALS

- A. Submit product data for the following items, clearly marked, to indicate proposed materials. Printed data shall state application rates and amounts of product to be added, if applicable.
 - 1. Soil conditioners
 - 2. Water management polymer
 - 3. Fertilizers
 - 4. Anti-Desiccant
- B. Submit batch delivery tickets for the following items, indicating the trade name, the supplier/distributor's name and the amount of product delivered to the contracting firm/project site.
 - 1. Water management polymer
 - 2. Fertilizers
 - 3. Soil conditioners
- C. Samples: Shredded Bark Mulch
- D. Topsoil: Testing reports/analysis, as per Section 02920, must be submitted prior to preparation of planting mixtures.

1.6 NURSERY SOURCE INSPECTION

- A. All plant material(s) are to be inspected and accepted by the Owner at the nursery source or place of growth.
- B. All plant material is also subject to re-inspection and approval by the Owner once the plant material has been delivered to the project site. All plant material shall arrive at the site with the Owner's permanent tags. Any plant material rejected by the Owner shall be immediately removed from the project site and replaced with acceptable plant material at no additional cost to the Owner.
- C. All plant material must be accompanied by nursery inspection certificates, as required by State or Federal Regulations.

1.7 PRODUCT HANDLING

- A. Delivery and Storage:
 - 1. Deliver all items to the job site in their containers with all labels intact and legible at the time of inspection. Root balls shall not be cracked or broken. Notify the Owner's Representative of delivery schedule at least two (2) days in advance so plant material may be inspected upon arrival at job site. Do not prune plants prior to delivery.
 - 2. Use all means necessary to protect plant materials before, during, and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to no additional cost to the Owner.
- C. Delivery: Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trade name, and conformance to state law.

1.8 PLANTING SEASON

- A. Progress with planting only under favorable weather conditions. Planting will not be permitted when ground is frozen or excessively moist. Time of planting is at the discretion of the Contractor except as noted.
- B. Planting Schedule:
 - 1. Contractor shall submit planting scheduling indicating proposed nursery source and anticipated installation schedule for review and approval.
 - 2. Coordinate with approved nurseries to secure and confirm installation dates of all plant material after acceptance of planting schedule.

1.9 JOB CONDITIONS

- A. Examine: the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected. Coordinate work with other related site work that is not included in this contract. Maintain proper sequencing of operations. Commencement of work implies acceptance by Contractor of preparatory work by others.
- B. The Contract drawings show the approximate locations of utility structures in the area of proposed landscape development. Exercise care when digging in these areas. The Contractor is responsible for any damage and shall replace or repair any damage at the Contractor's expense. Changes in the locations of plant material due to utility obstructions shall not be cause for extra compensation.

- C. Notify: the Owner’s Representative at least 2 days prior to commencing any of the planting operations included in this Section.
- D. Plant Locations: on the Drawings are approximate and are to be used only as a guide. Contractor shall provide all field engineering services to accurately stake out locations for all plants and outlines of plant beds. Do not begin excavation until Owner has approved specific layout. Relocate the planting, without extra compensation if directed prior to final installation.
- E. Upon Completion of Planting: remove from the site all excess soil, mulch, materials, and debris resulting from work operations of this Section. Restore to original conditions all damaged pavements, structures and lawn areas resulting from landscaping operations. Broom clean all walks and pavements. Dispose of all debris off-site in a satisfactory legal manner.
- F. Maintain the site area in a neat and clean condition at all times.

1.10 GUARANTEE REQUIREMENTS

- A. Period Required:
 - 1. The planting guarantee period for all plants will begin upon approval of the Owner’s certification of substantial completion of the planting.
 - 2. Plant material is eligible to receive final acceptance one (1) year from the date of the certification of substantial completion of the planting. Planting done in late fall (after November 1st), shall be maintained and guaranteed until the second Spring's leafing.
- B. Plants: shall be guaranteed true to botanical name and size, and be in vigorous, healthy growing condition at the end of the maintenance/guarantee period.
- C. Replacements:
 - 1. Replace any dead plant or any plant which is unhealthy or unsightly.
 - 2. Make replacement immediately as seasonal conditions permit. Guarantee replacement for one full year from date of replacement.
 - 3. Replacements shall be of the same variety and size specified in the plant list.

1.11 FINAL INSPECTION AND ACCEPTANCE

- A. Final Acceptance: will be made if all plants meet the guarantee requirements as specified. A sum sufficient to cover the cost of possible replacement plantings will be withheld from the Contractor if plant material is not accepted.

PART 2 - PRODUCTS

2.1 TREES, SHRUBS, GROUND COVER, AND PERENNIALS

- A. Nursery Grown: unless otherwise noted.
- B. Hardy: under climatic conditions similar to those in the locality of the project.
- C. Typical: of their species or variety, with a normal habit of growth. Sound, healthy and vigorous. Well-branched and densely foliated when in leaf, free of disease, insect pests, eggs, or larvae. Shall have healthy well-developed root systems. All trees shall have straight single trunks with their main leader intact unless otherwise stated.
- D. Substitutions: will be permitted only upon approval by the Owner.
- E. Sizes: shall conform to the measurement specified on the Drawings. Plants larger than specified on the Drawings may be used if approved by the Owner. Use of such plants shall not increase the Contract price.
- F. Quantities: If there is a discrepancy between plants shown on the drawings and quantities given, the greater number will prevail. Discrepancies will not entitle the Contractor to an extra.
- G. Perennial plants shall have been growing in the specified size container for at least one full year prior to installation. Root mass shall completely fill container.

2.2 PLANT PIT BACKFILL MIXTURES

- A. General: Provide mixtures as required. Bulk mix on-site, no off-site mixing allowed.
- B. Planting Mixture No. 1 - for Trees and Shrubs:
 - 1 part dehydrated cow manure
 - 2 parts peat moss
 - 5 parts topsoil
 - Water Management polymers - at manufacturer's rate for specific tree and shrub size.

2.3 TOPSOIL: As per Section 02920.

2.4 FERTILIZERS: Deliver fertilizers in unimpaired condition, in sealed containers fully labeled according to applicable State Law.

- A. Bonemeal: shall be finely ground commercial raw bonemeal having a minimum analysis of one (1) percent nitrogen and eleven (11) percent phosphoric acid.
- B. Plant fertilizers shall be a complete plant food with a guaranteed analysis of 10.10.10 unless otherwise approved by the Landscape Architect. Fertilizer shall contain 50% slow release nitrogen and 50% quick release nitrogen.

- 2.5 PEAT: Domestic or imported product consisting of partially decomposed vegetable matter of natural occurrence.
- 2.6 DEHYDRATED COW MANURE: “Bovung” with a guaranteed analysis of 2:1:1 or approved equal.
- 2.7 WATER MANAGEMENT POLYMER: Terrasorb AG as distributed by Industrial Services International, Inc., Bradenton, Fla., or approved equal.
- 2.8 MULCH: Shall be fine double shredded bark mulch. Sample to be approved.
- 2.9 ANTI-DESICCANT: "Vaporguard" as manufactured by Miller Chemical and Fertilizer Corporation, Hanover, Pennsylvania or approved equal.
- 2.10 STAKES: None required. (No staking of trees is required.)
- 2.11 GUY WIRE FOR STAKING: None required.
- 2.12 TURNBUCKLES: None required.
- 2.13 FRICTION GUARDS FOR STAKING: None required.
- 2.14 TREE WRAPPING MATERIAL: None required. (No wrapping of trees is required.)

PART 3 - EXECUTION

3.1 PLANTING MIXTURE

- A. Provide planting mixtures for specific plants, shrubs, groundcover, as specified. Thoroughly mix all amendments to topsoil prior to commencing planting operations.
- B. Provide planting mixture for backfilling continuously excavated plant beds.

3.2 PLANTING PROCEDURES

- A. Balled and Burlapped Planting:
 - 1. Stake all plant locations in the field as per the planting plan. Obtain Owner’s approval of all plant locations.
 - 2. Excavate plant pits as detailed, remove excess excavated material. Scarify bottom and sides of each plant pit. Tree pits minimum 24" greater in diameter than the plant ball, and 6" deeper except as detailed. Shrub excavations shall be minimum 12" greater in diameter than ball and 6" deeper.
 - 3. All plant pits must be free draining. Notify the Owner if positive drainage does not exist.

4. Set all plants in the center of plant pits, plumb and straight and as detailed on the drawings.
5. Handle balled and burlapped plants from the ball only.
6. Face plants other than trees to give best appearance and as accepted by the Owner.
7. Carefully remove only surplus bindings and synthetic materials that do not readily decompose. Fold burlap away from top one third of root ball. Remove portions of any wire baskets, if present.
8. Backfill all pits 2/3 their depth with prepared plant backfill mixture, water thoroughly and allow to settle, then tamp around to fill all voids and air pockets. Complete backfilling to conform to required elevation after settlement.
9. Form saucer and install mulch over entire plant pit and saucer area as detailed.

3.3 CONTINUOUS EXCAVATION

- A. All perennial and shrub plant beds are to be continuously excavated to depths required to allow installation of specified backfill mixture.
- B. Backfill completely with specified Plant Mix.
- C. Protect groundcover and perennial plants from the sun. Soak roots for several hours prior to planting. Remove from container and gently break apart any container-bound root mass.
- D. Install plants as specified in this Section.

3.4 FERTILIZERS FOR PLANT PIT SAUCERS

- A. Fertilize each plant area or plant saucer area at a uniform rate, as per topsoil test report and manufacturer's recommendations.

3.5 FINISHING OPERATIONS

- A. Staking Trees: No staking of trees is required.
- B. Wrapping: No wrapping of trees is required.
- C. Mulching: Mulch all plant and shrub beds with bark mulch, as indicated in the drawings. Do not place mulch in contact with tree trunk, hold back away from trunk. Each saucer to be left in neat orderly condition.
- D. Anti-Desiccant: Spray all trees with one (1) application of anti-desiccant in accordance with manufacturer's directives. Apply protective film over all parts of branches, twigs and foliage. Spray as per manufacturer's recommendations.

- E. Watering Plants: Thoroughly water all plants to a maximum root depth immediately after planting and as necessary to guarantee the plant material.
- F. Pruning: The amount of pruning to be limited to the minimum necessary to remove dead wood or injured twigs or branches. No additional pruning of plant material is to be undertaken. All cuts to be made flush, leaving no stubs. Prune all new plants as acceptable to the Landscape Architect and in accordance with current AAN standards.

3.6 REPAIR OF LAWN AREAS

- A. Repair all lawn areas damaged/disturbed during all planting operations.
- B. Provide sediment and erosion control measures as required to protect unestablished areas from erosion.

3.7 MAINTENANCE

- A. Period Required: begins immediately after planting and includes all transplanted material. Continue until the end of the guarantee period.
- B. Maintenance Requirements:
 - 1. Maintenance responsibilities include cultivating, spraying, weeding, watering, tightening guys, prunings, fertilizing, mulching and any other operations necessary to properly maintain plant viability.
 - 2. Correct defective work as soon as possible. Correct dangerous conditions immediately.

END OF SECTION 02950

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
LIST OF DRAWINGS**

BID #GL-2009-29

Nayaug Elementary School, 222 Old Maids Lane, Glastonbury, CT Supplemental Planting Plan, L-1, date 9/30/08, scale as noted.

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
BID PROPOSAL**

BID #GL-2009-29

Proposal of _____
(hereinafter called “Bidder”), organized and existing under the laws of the State of _____
_____, doing business as _____
_____.

To the Town of Glastonbury (hereinafter called “Town”).

In compliance with your Invitation to Bid, the Bidder hereby proposes to furnish and/or services as per Bid Number GL-2009-29 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The Bidder acknowledges receipt of the following Addendum:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

**TOWN OF GLASTONBURY
NAYAUG ELEMENTARY SCHOOL –SUPPLEMENTAL PLANTING
BID PROPOSAL**

BID #GL-2009-29

TOTAL BID AMOUNT:

Furnish and install Nayaug Elementary School – Supplemental Planting as specified in the Plans and Specifications for Bid GL-2009-29. \$ _____

WRITTEN BID AMOUNT: \$ _____

Other Items Required with Submission of Bid Proposal

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

- _____ Bid Bond (10% of total bid amount).
- _____ List of similar projects completed within last three (3) years. A minimum of five (5) are required.
- _____ Acknowledgement of Addendums in Bid Proposal (as applicable).
- _____ Acknowledgement of Code of Ethics in Bid Proposal.
- _____ Sealed bids, one original and one copy.
- _____ Disclosure of past and pending mediation, arbitration and litigation cases that the Bidder or its principals have been involved in for the most recent five years (if applicable).
- _____ Copy of Bidder's Contractor's License (State of Connecticut).

CODE OF ETHICS

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

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest