#### TOWN OF GLASTONBURY

#### **INVITATION TO BID**

 BID #
 ITEM
 DATE & TIME REQUIRED

 GL-2019-38
 Annual Sidewalk Program
 June 4, 2019 @ 11:00 A.M.

The Town of Glastonbury will receive Sealed Bids, in duplicate, for the repair and replacement of concrete sidewalks and concrete sidewalk ramps at various locations throughout the town. Bids will be received only at the Office of the Purchasing Agent, Town Hall (second level), 2155 Main Street, Glastonbury, CT 06033, Attention: Mary F. Visone, Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read aloud. No late bids will 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 interests of the Town.

Bid Forms, Plans and Specifications may be obtained at no cost from the Town's website at <u>www.glastonbury-ct.gov</u>.

Prevailing Wages: The contractor must comply with Section 31-53 of the Connecticut General Statutes as amended, including annual adjustments in prevailing wages.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone Purchasing Agent

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- 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. The award will be made as indicated in Section 02.00 of the Special Conditions.
- 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 <u>at the job site</u> which would affect their work <u>before submitting a bid</u>. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid <u>without extra cost</u> 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 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 bond and a 100% Payment bond is required of the successful bidder. These bonds shall be issued in the amount of the total contract value of the respective bidder and shall cover all aspects of the specification. These bonds shall be delivered to the Purchasing Agent prior to the issuance of a purchase order and will be returned upon the delivery and acceptance of the bid items. See Special Conditions Section 2.0 Basis of Award and Section 3.0 Contract Value and Duration for additional information.
- 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. <u>An Affirmative Action Statement will be required by the successful Bidder</u>.

- 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 and revised October 29, 2013 and effective November 8, 2013. 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 Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on the Bids & Proposals icon which will bring you to the links for the <u>Code of Ethics</u> and the <u>Acknowledgement Form</u>. 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. Non-Resident Contractors:

Upon award the Town is required to report names of nonresident (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.

A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more. The contractor will be required to promptly furnish to the Town a copy of the <u>Form AU-968 - Certificate of Compliance</u> issued by the State of Connecticut, DRS. See State of Connecticut <u>Notice SN 2012 (2)</u>.

- 17. 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.
- 18. 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.

19. It is the responsibility of the bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.

#### 20. State Prevailing Wage Rates:

Respondents 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). Wage Rate Determination for this project from the State of Connecticut is included in the Bid Documents. Certified payrolls for site labor shall be submitted weekly to the Town's Representative or his designee on the correct State of Connecticut form. The Town 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. Please make special note of the State requirement to adjust wage and fringe benefit rates on each July 1st following the original published rates.

NOTE that respondent is to include in its proposal all costs required by such annual increases in the PREVAILING RATES. NO escalation clauses are to be included in the respondent's proposal and NO escalation clauses will be in the Contract Agreement. Respondent is to anticipate any future increases and include these costs in the proposal response.

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.

#### OSHA SAFETY AND HEALTH CERTIFICATION

<u>Effective July 1, 2009</u>: Any Mechanic, Laborer, or Worker, who performs work in a classification listed on the prevailing wage rate schedule on any public works project covered under C.G.S. Section 31-53, both on site and on or in the public building, must have completed a federal OSHA Safety and Health course within the last 5 years.

21. Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities: If this bid is for the construction, repair or maintenance of Town owned and/or maintained roads or real property within the Town related to either (a) the purchase or acquisition of materials by the Town to be used to construct, repair or maintain any Town owned and/or maintained road or real property within the Town or (b) the performance of services for the Town to construct, repair or maintain any Town owned and/or real property within the Town, the Bidder shall provide the following signed statement to the Town in its bid response, which shall be a certification under penalty of perjury by the Bidder:

"The undersigned Bidder, \_\_\_\_\_\_, hereby submits a bid for materials, equipment and/or services for the Town of Glastonbury. The bid is for bid documents titled Annual Sidewalk Program.

The undersigned Bidder hereby certifies under penalty of perjury that in connection with the bid and, if it is awarded the purchase order or contract by the Town, in connection with any purchase order or contract: (1) no materials containing natural gas waste or oil waste from natural gas extraction activities or oil extraction activities shall be provided to the Town or shall be used in providing any services to the Town by the undersigned Bidder or any

contractor, sub-contractor or agent of the undersigned Bidder; (b) nor will the undersigned Bidder or any contractor, subcontractor or agent of the undersigned Bidder apply any natural gas waste or oil waste from natural gas extraction activities or oil extraction activities to any publicly owned and/or maintained road or real property within the Town of Glastonbury in performing its obligations under the purchase order or contract.

The undersigned Bidder hereby agrees and acknowledges that this requirement shall be a term of the purchase order or contract, if it awarded the purchase order or contract by the Town, and any breach of this provision shall be a breach of the purchase order or contract."

22. <u>Each bid shall also include a description of three (3) projects completed by the bidder with</u> references to demonstrate successful experience with similar projects.

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

**NOTE:** Any technical questions regarding this bid shall be made in writing (email acceptable) and directed to Stephen Braun, Assistant Town Engineer, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; <u>stephen.braun@glastonbury-ct.gov</u>. Telephone (860) 652-7743 between the hours of 8:00 a.m. – 4:30 p.m. For administrative questions concerning this bid/proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588 or email the Purchasing Department at <u>purchasing@glastonbury-ct.gov</u>. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at <u>www.glastonbury-ct.gov</u> (Upon entering the website scroll down to click on Bids & Proposals Icon; click the <u>Bid</u> <u>Title</u> to view all bid details and document links.). The request must be received at least five (5) business days prior to the advertised response deadline. It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.

#### 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 Town Engineer/Manager of Physical Services 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 If so deemed advisable by the Engineer, the Contractor shall keep on the work during its progress, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall represent the absent 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. It will be the obligation of the Contractor to arrange such a meeting.

#### 04.00 INSURANCE

- 04.01 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 of Glastonbury and its employees and agents as an Additional Insured** on a primary and noncontributory basis to the Bidders Commercial General Liability and Automobile Liability policies. <u>These requirements shall be clearly stated in the remarks</u> <u>section on the Bidders Certificate of Insurance</u>. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:
  - a. <u>Worker's Compensation Insurance</u>:
    - Statutory Coverage
    - Employer's Liability

#### ANNUAL SIDEWALK PROGRAM GENERAL CONSTRUCTION SPECIFICATIONS

- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.
- b. <u>Commercial General Liability</u>:
  - Including Premises and 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 in favor of the Town of Glastonbury and its employees and agents.
- c. <u>Automobile Insurance</u>:
  - Including all owned, hired, borrowed, and non-owned vehicle
  - Limit of Liability for Bodily Injury and Property Damage Per Accident: \$1,000,000
  - A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.
- d. <u>Umbrella of Excess Liability</u>:
  - State in the Remarks Section that coverage is follow form.
  - Limit of Liability Each Occurrence \$1,000,000 Aggregate \$1,000,000
- e. <u>Owner's and Contractor's Protective Liability Insurance</u>:

With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the Town of Glastonbury, insurance which shall provide coverage of at least \$1,000,000 for each accident or occurrence resulting in damages from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide an aggregate coverage of at least \$2,000,000 for all pertinent damages arising during the policy period

- 04.02 The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage. The Bidder shall provide the Town copies of any such insurance policies upon request.
- 04.03 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town 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) to the extent arising out of or resulting from the performance of the Contractor'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 Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable.

#### 05.00 PERMITS

- 05.01 All permits, licenses, and fees required for the performance of the Contract work, except for local requirements, shall be secured and paid for by the Contractor. Local fees shall be waived. Property and easements for permanent changes and temporary construction easements in existing facilities shall be secured and paid for by the Town.
- 05.02 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 PROPERTY ACCESS

- 06.01 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.
- 06.02 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.

#### 07.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

- 07.01 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.
- 07.02 The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Town.
- 07.03 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

#### 08.00 TRAFFIC AND SAFETY

08.01 The Contractor shall provide, in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD) as published by the Federal Highway Administration, such barricades, signs, warnings, and certified flagmen, and shall conduct his work in such a manner so that hazards to vehicular and pedestrian traffic are at a minimum. If, in the opinion of the Engineer, additional precautions or measures should be taken in the interest of public safety, the Contractor shall so comply. The costs for such work shall be included in the unit prices bid for the various contract items.

08.02 If the location of the sidewalk repairs is such that the Chief of Police, as Local Traffic Authority, makes a determination that Town Police Officers are required for traffic control, then the Town will handle payment for these services directly. <u>The Contractor does not need to include costs for Town Police Officers in the unit prices bid for the various items.</u>

#### 09.00 EXISTING IMPROVEMENTS

- 09.01 The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications or drawings, it will be the responsibility of the Contractor to restore to their original condition, as nearly as practical, all improvements on public property. Any such damage resulting from the operation of the vendor or his agent in completing the work required shall be the responsibility of the vendor. Restoration shall be made to the full satisfaction of, and without cost to, the Town of Glastonbury.
- 09.02 The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan his work so that the least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered due to excavation. The Town shall be held harmless for fines levied or costs incurred due to interruptions in service caused by the Contractor during the course of work.

#### 10.00 SEPARATE CONTRACTS

- 10.01 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.
- 10.02 Wherever work being done by the Town of Glastonbury's 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 in general harmony.

#### 11.00 INSPECTION OF WORK

- 11.01 The Town shall provide sufficient personnel for the inspection of the work.
- 11.02 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.
- 11.03 If the specifications, the Engineer's instructions, laws, ordinances, or any public authority 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, and where practicable, at the source of supply. 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.

11.04 Reinspection of any work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reinspection and replacement. If such work is not in accordance with the Contract Documents, the Contract Documents, the Contract shall pay such cost.

#### 12.00 RIGHT TO INCREASE OR DECREASE WORK

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

#### 13.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

- 13.01 Should the work be carried on early or late in the year and, in the opinion of the Engineer is 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 time of suspension should not be considered in the winter months.
- 13.02 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.

#### 14.00 STAKES AND MARKS

- 14.01 The Engineer shall set reference stakes or bench marks for the construction of the work. Such reference stakes or bench marks shall be preserved by the Contractor until permission has been given by the Engineer to remove them.
- 14.02 The Contractor shall carefully preserve bench marks, reference marks, and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense in replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

#### 15.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

15.01 Any unfaithful work or imperfect material which may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The inspection 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.

# 16.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

- 16.01 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 specifications.
- 16.02 If, within five (5) 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.
- 16.03 Additional costs incurred over and above the original Contract shall be borne by the performance bond.

#### 17.00 DEDUCTIONS FOR UNCORRECTED WORK

- 17.01 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 therefor.
- 17.02 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.
- 17.03 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.

#### 18.00 CLEANING UP

- 18.01 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.
- 18.02 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.

#### 19.00 ROYALTIES AND PATENTS

19.01 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 thereof, 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.

#### 01.00 NOTICE TO CONTRACTOR

- 01.01 The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817 (Form 817) and the latest supplements thereto are to be considered part of the Contract Documents. The Form 817 shall not be provided by the Town and any cost associated therewith shall be the responsibility of the Contractor. In case of any discrepancy between the Contract Drawings or Specifications and the Form 817, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.
- 01.02 The Town will require spot repair and replacement of concrete sidewalks and concrete sidewalk ramps at various locations throughout the designated work areas shown in Attachment B. As such, the Contractor will need to mobilize to many locations throughout each work area during the contract period as directed by the Engineer. Work in calendar year 2019 will generally be confined to Work Area 1 until this area is completed, and will then will continue into Work Area 3 as funding and schedule allows. Additional work areas will be assigned to the contractor as funding allows throughout the duration of the Contract period.
- 01.03 The Contractor shall mobilize to the designated sidewalk work area and begin work within fourteen (14) calendar days of notice being given by the Town. Continuous progress, as determined by the Engineer, shall be made by the Contractor on sidewalk repair and replacement work throughout the contract period to ensure that available funds are utilized each calendar year during the construction season of April 15 through November 15. Failure to meet these requirements will be considered just cause for termination of the Contract.
- 01.04 Changes to Concrete Sidewalk Pay Items and NEW PAY ITEM FOR PROCESS STONE SIDEWALK BASE COURSE: Contractors who have bid this repair / replace sidewalk work in the past for the Town should carefully review the basis of payment sections of the specifications for the various concrete sidewalk pay items. As part of this bid, the Town has created a separate pay item for the PROCESSED STONE SIDEWALK BASE COURSE, which will only be installed at certain locations as directed by the Engineer. As such, replacement of the sidewalk base course has been removed from the various Concrete Sidewalk pay items and this concrete work should be priced accordingly by the Contractor.

#### 02.00 BASIS OF AWARD

02.01 It is the intention of the Town to award one contract to the lowest qualified, responsible, and responsive bidder for line items 1 through 16. However, the Town reserves the right to award, accept or reject by individual item(s) when deemed to be in the best interest of the Town. The Town also reserves the right to award this bid to multiple vendors based on the types of repairs to be completed or anticipated to be completed during the time period specified. The award for this bid will be based on anticipated work and available funding.

#### 03.00 CONTRACT VALUE AND DURATION

- 03.01 The estimated total contract value of sidewalk repair or replacement is \$250,000 annually, portions of which may be awarded to different venders as noted in Section 02.01 Basis of Award.
- 03.02 This Contract shall be effective July 1, 2019 through November 30, 2019. The Town reserves the right to extend this Contract, or portions of this Contract, for additional years upon mutual written agreement between the Town and Vendor.

#### 04.00 MAINTENANCE / GUARANTEE PERIOD

04.01 The Contractor shall be held responsible to the Town for maintenance for a minimum of one-year following completion of all work under this Contract with respect to defects, settlements, etc.

#### 05.00 DISPOSAL AREA

05.01 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. Waste disposal guidelines for the Bulky Waste facility are published on the Town web site at the address shown below. Each bidder shall have reviewed and understand these guidelines prior to submitting a bid for the project.

http://www.glastonbury-ct.gov/home/showdocument?id=17749

Acceptable materials generally include such materials as brush, stumps, demolition materials, and excess excavated earth materials. Unacceptable materials generally include such items as carpet, appliances, upholstered furniture; hazardous wastes such as pesticides, oil based paints and thinners; or other wastes as designated by the State Department of Environmental Protection. Demolition material cannot contain asbestos or other hazardous materials.

The Contractor shall obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

#### TOWN OF GLASTONBURY \* 2155 MAIN STREET \* GLASTONBURY \* CT

BID / PROPOSAL NO:	GL-2019-38	DATE DUE:	06-04-19
DATE ADVERTISED:	05-21-19	TIME DUE:	11:00 AM
NAME OF PROJECT:	Annual Sidewalk Program		

In compliance with this Invitation to Bid, the Bidder hereby proposes to provide goods and/or services as per this solicitation in strict accordance with the Bid Documents, within the time set forth therein, and at the prices submitted with their bid response.

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also **THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.** 

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

Addendum #1\_\_\_\_\_(Initial/Date) Addendum #2\_\_\_\_\_(Initial/Date) Addendum #3\_\_\_\_\_(Initial/Date)

#### OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

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

- \_\_\_\_\_1. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 17 of the Information for Bidders.
- 2. Included Certification Statement regarding Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities as per Section 21 of the Information for Bidders.
- \_\_\_\_\_\_ 3. Included Qualifications Statement as per Section 22 of the Information for Bidders.
- \_\_\_\_\_4. Checked Town web site for Addenda and acknowledged Addenda on page BP-1.
- \_\_\_\_\_ 5. Acknowledged Code of Ethics on page BP-4.
- \_\_\_\_\_ 6. Clearly marked envelope with Bid Number, Date, Time of opening, Bidder's Company Name and address.
- \_\_\_\_\_7. Submit unit cost for Item #16 Payment and Performance Bonds on page BP-3.

LINE <u>NO</u> .	DESCRIPTION	<u>QTY.</u>	UNIT PRICE
1.	Sidewalk Raising as per Item # 0001001A of the Special Provisions	1 S.F.	\$/S.F.
2.	Remove Tree Stump – Less than 12" Diameter as per Item # 0201002A of the Special Provisions	1 EA.	\$/EA.
3.	Remove Tree Stump – 12" to 24" Diameter as per Item # 0201003A of the Special Provisions	1 EA.	\$/EA.
4.	Remove Tree Stump – 24" to 36" Diameter as per Item # 0201004A of the Special Provisions	1 EA.	\$/EA.
5.	Remove Tree Stump – Greater than 36" Diameter as per Item # 0201005A of the Special Provisions	1 EA.	\$/EA.
6.	Sedimentation Control System as per Item # 0219001A of the Special Provisions	1 LF	\$/L.F.
7.	Sedimentation Control Sack as per Item # 0219011A of the Special Provisions	1 LF	\$/L.F.
8.	<b>Tree Root Barrier</b> as per Item # 0915001A of the Special Provisions	1 L.F.	\$/L.F.
9.	<b>Concrete Sidewalk</b> as per Item # 0921001A of the Special Provisions	1 S.F.	\$/S.F.
10.	<b>Concrete Sidewalk – 8" Thick</b> as per Item # 0921002A of the Special Provisions	1 S.F.	\$/S.F.
11.	<b>Concrete Sidewalk Ramp</b> as per Item # 0921003A of the Special Provisions	1 S.F.	\$/S.F.
12.	<b>Processed Stone Sidewalk Base Course</b> as per Item # 0921004A of the Special Provisions	1 S.F.	\$/S.F.

LINE <u>NO</u> .	DESCRIPTION		QTY.	UNIT PRICE
13.	<b>Bituminous Concrete Driveway</b> as per Item # 0922501A of the Special Provisions		1 S.F.	\$/S.F.
14.	<b>Furnishing and Placing Topsoil</b> as per Item # 0944000A of the Special Provisions		1 S.Y.	\$/S.Y.
15.	<b>Turf Establishment</b> as per Item # 950005A of the Special Provisions		1 S.Y.	\$/S.Y.
16.	<b>Performance Bond and Payment Bon</b> (Cost per \$1,000 of Contract Value) as per Item 11 of the Information for Bidders	ıd \$	per \$1,000	of Contract Value

The Bidder is directed to insert the words "NO BID" for each item of the Bid Proposal where the Bidder is not submitting a bid, however each bidder MUST bid Line No. 16 for Performance Bond and Payment Bond.

Bidder willing to extend contract pricing to December 2020	? YES	_ NO
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Bidder willing to extend contract pricing to December 2021? YES\_\_\_\_\_ NO \_\_\_\_\_

#### ANNUAL SIDEWALK PROGRAM BID PROPOSAL

# NON-COLLUSION AFFIDAVIT:

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.

#### 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

Signature of Individual

Title

Date

E-Mail Address

Doing Business as (Trade Name)

Street Address

City, State, Zip Code

Telephone Number/Fax Number

SS# or TIN#

(Seal – If bid is by a Corporation) Attest SPECIAL PROVISIONS

# **INDEX OF SPECIAL PROVISIONS**

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#### ITEM # 0001001A SIDEWALK RAISING

**Description:** Sidewalk Raising units shall include removal of temporary bituminous or mortar shims, layout, hole drilling, jacking, joint sawing (when required), hole plugging, panel blemish repair and clean-up, and all other related work as required to level and repair sidewalk slabs as marked in the field.

#### Materials:

<u>Materials Dry Soil Mixture</u>: The soil mixture used in the jacking material shall be composed of lime, sand, and ground clay. The dry material shall contain the following items in the following proportions:

Lime	35%
Sand	15%
Ground Clay	50%

<u>Cement</u>: Cement to be used in sidewalk raising shall conform to AASHTO M85, as amended to date and shall be Type 1 Portland Cement.

Water: Water used shall be of drinkable quality and be supplied by the Contractor.

<u>Hole Patching</u>: Mortar for patching holes drilled in sidewalk slabs shall be made with 3 parts Portland Type 1 Cement and 1 part mason sand.

<u>Jacking Material</u>: Sidewalk raising material to be injected under the slab shall be mixed with a proportion of cement to soil mixture not less than 1 to 7; sufficient water shall be added to provide a workable consistency. Once mixed, material shall be utilized within one hour after which, at the discretion of the Engineer, may be retempered by the addition and remixing of water.

In lieu of the above mixtures, the Contractor may substitute alternate mixtures, subject to the approval of the Engineer.

#### Construction Methods:

<u>Drilling</u>: Holes shall be drilled by the Contractor by whatever means convenient to him. However, the Contractor shall exercise caution to prevent the cracking of the concrete slab in which the hole is being drilled. Any slab cracked due to drilling, excessive jack pressure, or tamping will be the responsibility of the Contractor and shall be replaced at his expense.

<u>Jacking</u>: Slabs shall be raised to the required elevation and pitched as directed by the Engineer. If required, sawcuts shall be made at sidewalk joints to allow free movement of the slab. Any sawcutting shall be included in the contract unit price for this item.

<u>Patching Holes</u>: Holes shall be cleaned the full depth of the slab by removing excess jacking material and wire brushing exposed sidewalks. Prior to placement of the Portland cement mortar, the whole surface shall be dampened with water.

<u>Clean-Up</u>: Walks that have been raised shall be thoroughly scraped and swept after completion, but prior to patching. Surrounding grass area disturbed due to the sidewalk raising shall be restored to its original state.

**Basis of Payment:** Sidewalk raising will be measured on a square foot basis per panel and will be paid for at the contract unit price for **"Sidewalk Raising"** per square foot as listed in the Bid Proposal, which price shall be full compensation for sawcutting, furnishing all material, labor, tools, equipment, and incidentals necessary to complete this work.

# ITEM # 0201002AREMOVE TREE STUMP - LESS THAN 12" DIAMETERITEM # 0201003AREMOVE TREE STUMP - 12" TO 24" DIAMETERITEM # 0201004AREMOVE TREE STUMP - 24 TO 36" DIAMETERITEM # 0201005AREMOVE TREE STUMP - GREATER THAN 36" DIAMETER

**Description:** The Contractor shall furnish all labor, materials, tools, and equipment necessary to remove and dispose of existing tree stumps and roots through excavation or stump grinding as directed by the Engineer.

**Construction Methods:** Tree stump removal shall consist of the complete grubbing and removal of all tree stumps and roots larger than two inches in diameter to a minimum depth of 12-inches below the subgrade surface. All excavations made below the finished surface by the removal of trees, stumps, etc. shall be filled with suitable material and thoroughly compacted in such a manner that its surface will conform to the surrounding surface.

Tree stump grinding shall be used for stump removal where the potential for damage to adjacent improvements or underground utilities exists due to the excavation of stumps, or as directed by the Engineer. The requirements for grubbing noted above shall also apply to stump grinding operations.

All materials removed during stump removal operations shall be disposed of by the Contractor in a manner satisfactory to the Engineer.

<u>Method of Measurement:</u> The diameter of the tree stump to be removed shall be measured at a point two (2) feet above the surrounding ground surface. If the tree stump has been cut lower than 2 feet above grade, the diameter shall be approximated by the Engineer based on the typical root flare taper for the type of tree in question as evidenced by surrounding trees of a similar type.

**Basis of Payment:** Except as provided otherwise in the Bid Proposal or Special Conditions, this work shall be paid for at the Contract Unit Price for "REMOVE TREE STUMP - SIZE" of the size indicated, which price shall include grubbing or grinding of stumps, disposal of excavated or ground material, leveling of areas to accommodate the work with suitable material, and all labor, materials, tools, and equipment necessary thereto.

## ITEM # 0219001A SEDIMENTATION CONTROL SYSTEM

This item shall conform to Section 2.19 SEDIMENTATION CONTROL SYSTEM of the Form 817, with the following section replaced:

**Basis of Payment (Section 2.19.05):** Payment for this work will be made at the contract unit price per linear foot for "Sedimentation Control System" as listed in the Bid Proposal, complete in place, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material. No payment shall be made for the clean out of accumulated sediment.

#### ITEM # 0219011A SEDIMENT CONTROL SACK

<u>General:</u> This work shall consist of furnishing, installing, maintaining, cleaning, and removing a sediment control sack for control of sediment entering catch basins within the project area as directed by the Engineer or as shown on the contract drawings.

<u>Materials</u>: Sediment control sacks shall be the "Siltsack" product as manufactured by ACF Environmental or approved equal. Curb inlet (Type 'C') catch basins shall use a "Type B – High Flow" siltsack (with gutter deflector) without the optional overflow. Flat top (Type C-L) catch basin shall use a "Type A – High Flow" siltsack without the optional overflow.

Sediment control sack shall be manufactured from a specially designed woven polypropylene geotextile and sewn using high strength nylon thread. The sediment control sack shall be manufactured to fit the opening of the catch basin or drop inlet to be protected. Sediment control sack shall have the following features: two dump straps attached at the bottom to facilitate emptying; lifting loops shall be included as an integral part of the system to be used to lift the sedimentation control sack from the basin; sediment control sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this yellow cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, sediment control sack should be emptied, cleaned and placed back into the basin.

**<u>Construction Methods</u>**: To install the sediment control sack in the catch basin, remove the grate and place the sack in the opening. Hold out approximately six inches of the sack outside the frame. This is the area of the lifting straps. Replace the grate to hold the sack in place.

When the restraint cord is no longer visible, the sediment control sack is full and should be emptied.

To remove the sediment control sack, take two pieces of 1" diameter rebar and place through the lifting loops on each side of the sack.

The sediment control sack shall be cleaned of all accumulated sediment <u>on a regular basis</u> as required to maintain proper function and avoid overloading the sack such that it fails at the time of final removal. Such material shall be properly disposed of by the Contractor.

To empty the sediment control sack, place it where the contents will be collected. Place the rebar through the lift straps (connected to the bottom of the sack) and lift. This will turn the sedimentation control sack inside out and empty the contents. Clean out and rinse. Return the sedimentation control sack to its original shape and place back in the basin.

**Basis of Payment:** Sediment control sacks shall be paid for at the contract unit price for "Sediment Control Sack" as listed in the Bid Proposal for each unit provided and installed. Regular maintenance of the sediment control sacks including cleaning of all accumulated sediment as required to maintain function, and removal after completion of construction as described herein shall also to be included in this bid price.

## ITEM # 0915001A TREE ROOT BARRIER

**Description**: This work includes the preliminary excavation of a tree protection trench by use of a chain-driven trenching machine to cleanly sever tree roots within the limits of the root barrier system, hand pruning of the roots using pruning shears, lopping shears, hand saws, and chain saws, as appropriate, and installation of an 18-inch deep tree root barrier with related excavation and backfill.

<u>Material</u>: Tree root barrier shall be 18-inch deep polypropylene panels with integral molded stiffening ribs, root deflecting ribs, and panel joining system as manufactured by Deep Root Partners LP, Model UB 18-2, or approved equal.

**Construction Methods:** The tree protection trench and tree root barrier shall be installed in advance of the intended sidewalk construction during time periods where damage to trees will be minimized, as directed by the Engineer. The work area shall generally include the length of sidewalk within the drip line of the canopy of the tree of concern. Extreme care shall be taken by the Contractor to identify and protect underground utilities within the work area, and any conflicts shall be immediately brought to the attention of the Engineer.

The contractor shall use the chain-driven trenching apparatus to cleanly sever tree roots and excavate the trench to a depth suitable for installation of the root barrier. Additional trench excavation, if required, will be permitted only after completing the tree protection trench. Additional cutting of roots using hand methods may also be required, as directed by the Engineer. The tree root barrier shall then be installed according to the manufacturer's recommendations, including backfilling of the excavated trench. The disturbed area shall be restored to existing grades and shall be seeded per relevant sections of the specifications.

**Basis of Payment:** Tree root barrier shall be measured for payment for at the Contract unit price per linear foot for **"Tree Root Barrier"** as listed in the Bid Proposal, which price shall include materials, equipment, tools, labor, and work incidental thereto.

Restoration of disturbed areas shall be measured and paid for under the contract item for TURF ESTABLISHMENT.

# ITEM # 0921001ACONCRETE SIDEWALKITEM # 0921002ACONCRETE SIDEWALK 8-INCHES THICKITEM # 0921003ACONCRETE SIDEWALK RAMPITEM # 0921004APROCESSED STONE SIDEWALK BASE COURSE

#### Description:

The Contractor is to construct sidewalks to lines and grades as shown on the plans or at locations as directed by the Engineer. Concrete sidewalks shall be five inches thick, except at industrial and commercial driveways where it shall be eight inches thick and reinforced with  $6" \times 6" 10/10$  steel mesh. Sidewalk construction shall include the removal of existing and construction of new house lateral walks where new sidewalk grades make it necessary. The sidewalk shall pitch to the street at a slope of  $\frac{1}{4}$ -inch per foot or as directed by the Engineer.

Concrete sidewalk ramps are to be constructed to the lines and grades shown on the plans or at locations as directed by the Engineer, and shall be a minimum of five inches thick. This work shall also include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

#### Materials:

**Processed Stone Base:** The material for this item shall be **crushed trap rock** conforming to the requirements of Article M.05.01 Processed Aggregate Base and Pavement of the Form 817, except that coarse aggregate shall be broken stone, and fine aggregate shall be stone sand, screenings, or a combination thereof. Gravel or reclaimed miscellaneous aggregate shall <u>not</u> be used.

**Forms:** The forms used shall be five-inch steel or 2" x 6" wood firmly supported and staked to the line and grade given by the Engineer. **2"x4" wood forms shall not be used and shall be cause for immediate rejection of sidewalk.** The forms shall be free from warp and shall be of sufficient strength to resist springing out of shape. All forms shall be cleaned and oiled before use.

**Reinforcing:** Wire mesh reinforcing for 8"-thick concrete sidewalk shall be plain finish, 6 inches X 6 inches, No. 10 gauge welded steel wire mesh meeting ASTM specifications A-185-02 and the requirements of Article M.06.01-Reinfocing Steel –Section 3-Wire and Welded Steel Wire Fabric of the Form 817.

**Concrete:** The concrete furnished shall conform with respect to composition, transportation, mixing and placing, to Class F Cement Concrete 4,400 PSI, as specified by the State of Connecticut Department of Transportation in its latest specification and revisions. An approved air-entraining admixture shall be used to entrain 5% to 7% air in the concrete.

**Concrete Curing Compound / Sealer**: All concrete sidewalks shall be treated using Repel 100 by Kingdom Products curing compound / sealer which contains water and road salt resistance additives or approved equal meeting ASTM C309, Type 1, Class A and B.

**Detectable Warning Strips:** The Detectable Warning Strip shall be a replaceable tactile warning surface tile as manufactured by ADA Solutions, Inc of P.O. Box 3, North Billerica MA 01862 Tel: 800.372.0519 Fax: 978.262.9125 www.adatile.com or approved equal. Tile shall be brick red in color (Federal Color # 20109) or as directed by the Engineer and all attachment hardware shall be stainless steel. The tile shall conform to the dimensions shown on the plans or as directed by the Engineer.

**Dowels:** Smooth metal dowels, 5/8-inch in diameter, measuring 18 inches in length shall be installed using plastic sleeves within all expansion and contraction joints, at existing concrete

sidewalks, concrete driveway aprons, at concrete sidewalk ramps, and at the last end section of each sidewalk slab poured at the end of each working day.

Plastic sleeves of the size required for accepting the 5/8-inch by 18-inch smooth metal dowels shall be "Speed Dowel" sleeves as manufactured by Greenstreak, 3400 Tree Court Industrial Blvd, St. Louis, MO 63122, telephone number (800) 551-5145 or approved equal. Plastic sleeves shall be installed according to manufacturer instructions and as directed by the Engineer. Smooth metal dowels shall be 5/8-inch in diameter and 18 inches in length. All metal dowels shall conform to the requirements of ASTM A615 Grade 60.

**Expansion Joints:** At maximum intervals of 15 feet, an expansion joint shall be placed to the full <u>depth of the concrete slab</u>. The material for expansion joints shall be 1/2-inch thick asphalt impregnated bonded cellular fiber or approved equal. Expansion joints of the same material shall also be placed at existing concrete sidewalks and points abutting existing structures.

#### Construction Methods:

**Limits of Disturbance:** The Contractor is to exercise caution to prevent unnecessary damage to lawns, trees, bushes, or any other existing improvements. If, in the opinion of the Engineer, existing improvements are damaged due to the carelessness of the Contractor, the same shall be repaired or replaced at the Contractor's expense.

**Earthwork:** The Contractor shall remove and dispose of existing concrete, bituminous, grass, rubbish, and other objectionable materials within the limits of the sidewalk construction. The Contractor shall perform all excavation necessary within the grading limits to support and construct sidewalks to the lines and grades as directed by the Engineer. Excavation shall include sawcutting, removal and disposal of bituminous concrete, existing concrete sidewalks, existing concrete sidewalk ramps, driveways and pavements, including curbing and tree roots, where necessary, due to sidewalk grade and as shown on the plans or as directed by the Engineer. When connecting new concrete sidewalk to a section of existing concrete sidewalk, the connection point shall be at the nearest joint in the existing sidewalk. Existing house lateral walks and driveways adjacent to the sidewalk shall be removed and base graded and prepared for a smooth connection. The Contractor shall remove and dispose of all excess material.

**Processed Stone Base Installation:** Where existing sidewalk base material is determined to be unsuitable by the Engineer, this material shall be removed and replaced with an approved processed stone base course. The processed stone base course shall be spread upon the prepared subgrade to such depth as to give a compacted thickness of eight (8) inches. The material shall be uniformly spread in two layers of equal depth in the entire base course excavation and each layer shall be wetted and compacted to a firm even surface with a roller weighing not less than 500 pounds or by use of pneumatic tampers or vibratory compactors.

**Installation of Dowel abutting existing sidewalks:** Dowels are to be installed between new and existing concrete slabs at all expansion joint locations. Where new or repaired walks abut up against existing concrete sidewalks, the Contractor shall drill a minimum of two holes measuring <sup>3</sup>/<sub>4</sub>-inches in diameter and 9 inches minimum depth into the existing concrete slab. The dowels shall be set into the existing sidewalk slab prior to the placement of new concrete. The dowels are to be level with the latitude pitch of the sidewalk and shall conform to details of these specifications. Dowel sleeves shall be installed on the new concrete sidewalk end of the dowel.

**Concrete Work:** The surface finish shall be struck off, forcing coarse aggregate below mortar surface. After strike-off, the surface shall be worked and floated with a wooded, aluminum, or magnesium float followed by steel troweling. The outside edges of the slab shall be edged with a ¼-inch radius tool. All edging lines shall be removed. The slab shall then be broomed cross-wise with a fine hair broom.

The Detectable Warning Strip shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The Contractor shall place two

11.34 Kg concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

**Curing Compound / Sealer Application:** The Contractor shall apply the approved curing compound / sealer using a 3/8" nap roller or low pressure sprayer at a rate of 200 to 300 square feet per gallon and according to manufacturer installation instructions or as directed by the Engineer. Concrete surface shall be clean and free of any surface contaminants when applying sealer. When applying sealer to fresh concrete the bleed water must be off the surface as this water can inhibit proper function of the sealer. Any areas where the sealer puddles shall be immediately spread to other areas where absorption can occur to avoid undesirable appearance of finished surface. Sealer shall not be applied if rain is forecast within 24 hours, or if ambient temperature at the time of application is below 50 degrees or above 80 degrees Fahrenheit, or as directed by the Engineer.

Newly constructed sidewalk surfaces shall be protected from all foot or vehicular traffic for a period of seven days. The Contractor shall have on the job, at all times, sufficient polyethylene film or waterproof paper to provide complete coverage in the event of rain.

**Temperature:** No concrete is to be placed when air temperature is below 40°F, or at 45°F and falling, unless prior approval is given by the Engineer. In the event weather conditions may be such that concrete that is not completely cured is subject to freezing, the Contractor shall provide a minimum of a six-inch layer of hay, straw, or thermal blankets for protection. Any concrete laid during cold weather that is damaged by freezing shall be the responsibility of the Contractor and shall be replaced at his expense.

**Final Grading:** Upon completion of sidewalk construction, the Contractor is to re-grade the areas between sidewalks and curbs, if the typical section indicates a grass plot, and disturbed areas back of the sidewalk. The Contractor shall backfill and compact these areas so as to conform to the typical cross-section. The upper four inches of the backfill shall be loam or topsoil, loose and friable and free of sticks, rocks, roots, weeds, or other unsuitable material.

#### Basis of Payment:

Concrete sidewalk of the thickness and reinforcement required shall be measured and paid for at the contract unit price per square foot for "Concrete Sidewalk" and "Concrete Sidewalk-8 inches thick" as contained in the Bid Proposal, which price shall include all excavation, sawcutting existing concrete sidewalk, removal and disposal of existing concrete sidewalk or bituminous, fine grading, wire reinforcing, drilling and doweling into existing concrete sidewalks, application of curing compound/sealer, and all other materials and all labor, tools, and equipment necessary for completion of the work as described in this specification and the related details. Removal and replacement of sidewalk base course, when directed by the Engineer, shall be measured and paid for separately as described below.

Concrete Sidewalk Ramps shall be measured and paid for as a unit at the contract unit price per square foot for "**Concrete Sidewalk Ramp**" as contained in the Bid Proposal, which price shall all excavation, sawcutting existing concrete sidewalks, removal and disposal of existing concrete sidewalk or bituminous, fine grading, wire reinforcing, drilling and doweling into existing concrete sidewalk, application of curing compound/sealer, detectable warning tile, and all other materials and all labor, tools, and equipment necessary for completion of the work as described in this specification and the related details. <u>Removal and replacement of sidewalk base course</u>, when directed by the Engineer, shall be measured and paid for separately as described below.

Where existing sidewalk base material is determined to be unsuitable by the Engineer, it shall be removed by the Contractor and replaced with an approved processed stone base course. Processed Stone Sidewalk Base Course shall be measured and paid for by the number of square feet of **"Processed Stone Sidewalk Base Course**" as contained in the Bid Proposal, which price shall include excavation and disposal of existing base material, formation of subgrade, installation and compaction of process stone, and fine grading as required.

#### ANNUAL SIDEWALK BID SPECIAL PROVISIONS

gwb

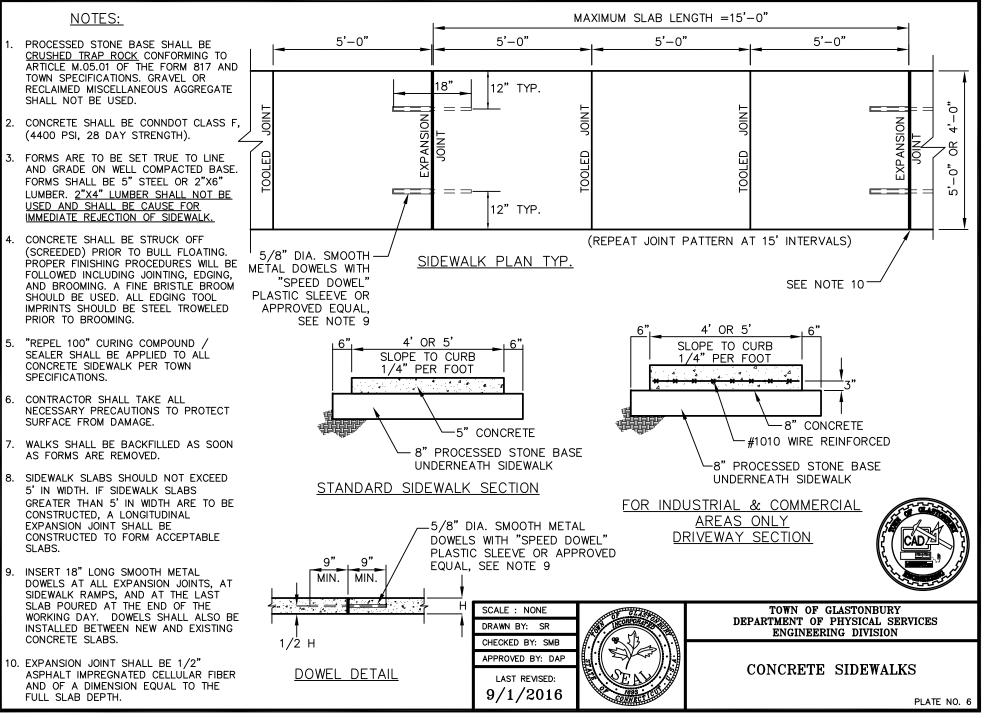
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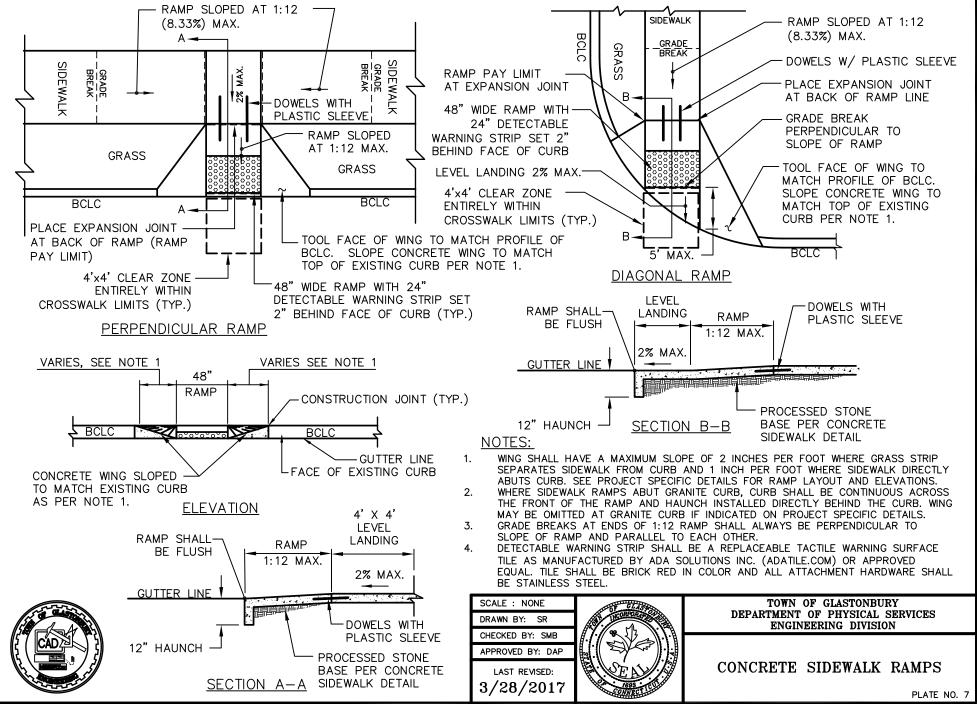
Side

Plates/Plat

Detail

H: \DWG\Details\TOG\Standard





## ITEM # 0922501A BITUMINOUS CONCRETE DRIVEWAY

**Description:** This item shall consist of bituminous concrete surfaced driveway constructed on a processed stone base course in the locations and to the dimensions and details shown on the plans or as directed by the Engineer and in accordance with these specifications. This item shall also include the sawcutting, removal and disposal of existing bituminous pavement necessary for driveway replacement work.

Materials: Materials for this work shall conform to the following requirements:

**Processed Stone Base Course:** The material for this item shall be **crushed trap rock** conforming to the requirements of Article M.05.01 Processed Aggregate Base and Pavement of the Form 817, except that coarse aggregate shall be broken stone, and fine aggregate shall be stone sand, screenings, or a combination thereof. Gravel or reclaimed miscellaneous aggregate shall <u>not</u> be used.

**Bituminous Concrete Surface:** Materials for this surface shall conform to the requirements of Section M.04, HMA S0.375".

Construction Methods:

**Sawcutting:** Portions of the driveway or driveway aprons to be replaced shall be saw cut, and the existing pavement removed and disposed of by the Contractor.

**Excavation:** Excavation, including removal of any existing sidewalk, or driveway, shall be made to the required depth below the finished grade, as shown on the plans or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material.

**Forms:** When the bituminous concrete is spread by hand, forms shall be used. Forms shall be of metal or wood, straight, free from warp and of sufficient strength to resist springing from the impact of the roller. If made of wood, they shall be of 2-inch surfaced plank except that at sharp curves thinner material may be used; if made of metal, they shall be of an approved section. All forms shall be of a depth equal to the depth of the sidewalks or driveways and shall be securely staked, braced, and held firmly to the required line and grade. All forms shall be cleaned and oiled each time they are used.

**Processed Stone Base Course**: Processed stone base course shall be uniformly spread to the required depth and thoroughly compacted with a roller with a mass of not less than 500 pounds.

**Bituminous Concrete Surface:** The edges of existing pavement shall be painted with an asphalt emulsion prior to the placement of permanent pavement. Hot laid bituminous concrete shall be placed so as to give a three-inch compacted surface, or a surface that has a depth equal to the existing driveway surface, whichever is greater.

This surface shall be constructed in accordance with the requirements of Section 4.06, except that the material may be spread by hand and thoroughly compacted by multiple passes of a power-driven roller weighing not less than 500 pounds. The finished surface shall be free from waves or depressions.

**Backfilling and Removal of Surplus Material:** The sides of the sidewalk or driveway shall be backfilled with suitable material thoroughly compacted and finished flush with the top of the sidewalk or driveway. All surplus material shall be removed and the site left in a neat and presentable condition to the satisfaction of the Engineer. In sections inaccessible to the roller, the base course, surface course and backfill shall be hand-tamped with tampers weighing not less than 12 pounds, the face of which shall not exceed 50 square inches in area.

**Method of Measurement:** This work will be measured for payment as follows:

Bituminous Concrete Driveway: This work will be measured by the actual number of square yards of completed and accepted Bituminous Concrete Driveway.

Excavation: Excavation, including removal and disposal of existing bituminous concrete, backfilling, and disposal of all surplus materials will not be measured for payment; but the cost shall be included in the price bid for Bituminous Concrete Sidewalk, Bituminous Concrete Driveway (Commercial), and Bituminous Concrete Driveway.

Processed Stone Base Course: This work will not be measured for payment but the cost shall be included in the price bid for Bituminous Concrete Driveway.

**Basis of Payment**: This work will be paid for at the contract unit price per square yard for "Bituminous Concrete Driveway" complete in place, which price shall include all excavation as specified above, backfill, sawcutting, disposal of surplus material, processed stone base, and all equipment, tools, labor and materials incidental thereto.

#### ITEM # 0944000A FURNISHING AND PLACING TOPSOIL

**Description:** This work shall consist of furnishing, placing, and shaping topsoil in areas shown on the plans where directed by the Engineer. The topsoil shall be placed to the depth stated in the Contract or specifications.

Material: The material shall conform to the requirements of Article M.13.01.1 of the Form 817.

**Construction Methods:** The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other unsuitable materials. After areas have been brought to proper subgrade and approved by the Engineer or his agent, loam shall be spread to a depth as indicated in the Contract, or to a depth of no less than four inches, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to line, grade, and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

<u>Method of Measurement:</u> This work will be measured for payment by the number of square yards of area on which the placing of the topsoil has been completed and the work accepted.

The limits of payment shall be to the slope limits as shown on the plans. In the absence of slope limits, the maximum area of measurement shall be the area extending two feet behind the sidewalk and the area between the sidewalk and edge of pavement.

No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

**Basis of Payment**: This work will be paid for at the contract unit price per square yard for "Furnishing and Placing Topsoil" as listed in the Bid Proposal which price shall include all materials, equipment, tools, labor, and work incidental thereto.

#### ITEM # 0950005A TURF ESTABLISHMENT

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

The work will also include the installation of erosion control matting of the type indicated where shown on the plans or as directed by the Engineer.

<u>Materials</u>: The materials for this work shall conform to the requirements of Section M.13 of the Form 817, except as noted below.

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

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

**<u>Construction Methods</u>**: Construction Methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

1. Preparation of the Seedbed:

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

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

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

2. Seeding Season: The calendar dates for seeding shall be: Spring—March 15 to June 15 Fall—August 15 to October 15

All disturbed soil areas shall be treated during the seeding seasons as follows:

(a) Areas at final grade: Seeding will be accomplished.

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

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

3. Seeding Methods: The seed mixture shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 pounds per acre or according to manufacturer instructions. Fertilizer conforming to M.13.03 shall be initially applied at a rate of 320 pounds per acre during or preceding seeding. When wood fiber mulch is used, it shall be

applied in a water slurry at a rate of 2,000 pounds per acre with or immediately after the application of seed, fertilizer and limestone.

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

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

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

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

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

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

Erosion control matting will be measured by the number of square yards of surface area of erosion control matting installed and accepted.

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

# ATTACHMENT A PREVAILING WAGE INFORMATION

Minimum Rates and Class for Heavy/Highway Cons <i>ID#:</i> H 26087	
General Statutes of Connec welfare payments and will on which the rates are estal	rested in the Labor Commissioner under provisions of Section 31-53 of the eticut, as amended, the following are declared to be the prevailing rates and apply only where the contract is advertised for bid within 20 days of the date blished. Any contractor or subcontractor not obligated by agreement to pay to ad shall pay this amount to each employee as part of his/her hourly wages.
Project Number:	Project Town: Glastonbury
FAP Number:	State Number:
Project: Annual Sidewa	lk Repair And Replace Program

CLASSIFICATION	<b>Hourly Rate</b>	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	32.60	25.34
2a) Diver Tenders	32.60	25.34

Project: Annual Sidewalk Repair And Replace Program		
3) Divers	41.06	25.34
03a) Millwrights	33.14	25.74
	33.14	23.14
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
4a) Painters: Brush and Roller	33.62	21.05
4b) Painters: Spray Only	36.62	21.05
4c) Painters: Steel Only	35.62	21.05
4d) Painters: Blast and Spray	36.62	21.05

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4e) Painters: Tanks, Tower and Swing		21.05
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)	40.00	25.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + 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)	42.62	31.21
LABORERS		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10

Project: Annual Sidewalk Repair And Replace Program		
10) Group 3: Pipelayers	30.55	20.10
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	30.55	20.10
12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
13) Group 6: Blasters	31.80	20.10
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
Group 8: Traffic control signalmen	16.00	20.10
Group 9: Hydraulic Drills	29.30	18.90

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

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
13b) Brakemen, Trackmen	31.28	20.10 + a
CLEANING, CONCRETE AND CAULKING TUNNEL		
14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
15) Form Erectors	31.60	20.10 + a

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

Project: Annual Sidewalk Repair And Replace Program		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
18) Miners	32.22	20.10 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
АК		
18a) Blaster	38.53	20.10 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge	38.34	20.10 + a
Tenders		
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a

Project: Annual Sidewalk Repair And Replace Program		
21) Mucking Machine Operator	39.11	20.10 + a
TRUCK DRIVERS(*see note below)		
Two axle trucks	29.13	23.33 + a
Three axle trucks; two axle ready mix	29.23	23.33 + a
		20100 1 4
Three axle ready mix	29.28	23.33 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a
Four axle ready-mix	29.38	23.33 + a
		20.00 T u

Heavy duty trailer (40 tons and over)	29.58	23.33 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + 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, Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.30 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	38.10	24.30 + a

Project: Annual Sidewalk Repair And Replace Program		
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.51	24.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + 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).	36.86	24.30 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.46	24.30 + 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).	36.03	24.30 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	33.99	24.30 + a

Project: Annual Sidewalk Repair And Replace Program		
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	33.99	24.30 + a
Group 12: Wellpoint Operator.	33.93	24.30 + a
Group 13: Compressor Battery Operator.	33.35	24.30 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	32.21	24.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.30 + a
Group 16: Maintenance Engineer/Oiler	31.15	24.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a

Group 18: Power	Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum	33.04	24.30 + a
for any job requiring	ng CDL license).		

\*\*NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician

21) Heavy Equipment Operator

22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen

26.50 6.5% + 9.00

48.19

42.26

6.5% + 22.00

6.5% + 19.88

Project: Annual Sidewalk Repair And Replace Program		
23a) Truck Driver	40.96	6.5% + 17.76
LINE CONSTRUCTION		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6 50/ + 12 20
27) Ememen, Cable Spheers, Dynamite Wen	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Project: Annual Sidewalk Repair And Replace Program

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

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

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

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

3) Cranes (under 100 ton rated capacity)

Crane with 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.

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

#### Project: Annual Sidewalk Repair And Replace Program

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

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

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

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

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

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

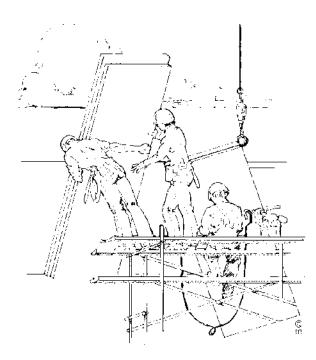
## ~NOTICE~

#### 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.

<sup>∞</sup> 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 offic	cial capacity as,
authorized representative	title
for, located at	
contracting agency	address
do hereby certify that the total dollar amount of wor	rk to be done in connection with
, locate	ed at
project name and number	address
shall be <u>\$</u> , which includes all w	ork, regardless of whether such project
consists of one or more contracts.	
CONTRACTOR IN	IFORMATION
Name:	
Address:	
Authorized Representative:	
Approximate Starting Date:	
Approximate Completion Date:	_
Signature	Date
Return To: Connecticut Department of Labor Wage & Workplace Standards Divis	ion

Contract Compliance Unit 200 Folly Brook Blvd. Wethersfield, CT 06109

Date Issued: \_\_\_\_\_

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

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

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

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

#### Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and

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

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

#### **Elevator Constructors: Mechanics**

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

#### Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

#### **Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

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

#### Ironworkers

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

#### Laborers (Tunnel Construction)

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

#### Roofers

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

#### **Sprinkler Fitters**

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

#### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

## **Informational Bulletin**

## THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS. November 29, 2006

## Notice

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

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

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

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

#### Forklift Operator:

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

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

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

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

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

## Information Bulletin Occupational Classifications

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

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

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

#### <u>ASBESTOS WORKERS</u>

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

#### • ASBESTOS INSULATOR

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

#### • **BOILERMAKERS**

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

#### • <u>BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS,</u> <u>PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO</u> <u>WORKERS, TILE SETTERS</u>

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

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

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

#### • LABORER, CLEANING

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

#### DELIVERY PERSONNEL

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

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

#### • <u>ELECTRICIANS</u>

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

#### • ELEVATOR CONSTRUCTORS

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

#### • FORK LIFT OPERATOR

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

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

#### • <u>GLAZIERS</u>

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

#### • IRONWORKERS

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

#### • INSULATOR

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

#### LABORERS

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

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

#### • <u>PAINTERS</u>

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

#### • LEAD PAINT REMOVAL

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

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

• <u>POWER EQUIPMENT OPERATORS</u>

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

#### • <u>ROOFERS</u>

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

#### • <u>SHEETMETAL WORKERS</u>

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

#### • SPRINKLER FITTERS

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

#### • TILE MARBLE AND TERRAZZO FINISHERS

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

#### • TRUCK DRIVERS

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

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

#### For example:

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

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

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

 Any questions regarding the proper classification should be directed to: Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6543.
 [New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

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### OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

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

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

Please specify the type of benefits provided:										
1) Medical or hospital care	4) Disability									
2) Pension or retirement	5) Vacation, holiday									
3) Life Insurance	6) Other (please specify)									
CERTIFIED STATEMENT OF COMPLIANCE										
For the week ending date of	,									
I, of	, (hereafter known as									

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

#### Section A:

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

a) The records submitted are true and accurate;

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

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

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

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

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

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

(Signature)

(Title)

Submitted on (Date)

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

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

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

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

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

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

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

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

#### ATTACHMENT B SIDEWALK WORK AREA MAP

