

**CITY OF MIDDLETOWN – PURCHASING OFFICE
MUNICIPAL BUILDING ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860-638-4895)**



**BID #2015-030
The Purchase and Install of Solar and
Security Window Film - Various Locations
City of Middletown**

**CARL R. ERLACHER - DIRECTOR OF REVENUE & FINANCE
Donna Imme - SUPERVISOR OF PURCHASES**

BIDS DUE: Wednesday, December 2, 2015 at 11:00 AM

QUESTIONS: CONTACT THE PURCHASING OFFICE AT (860) 638-4895

The contract documents for the contract entitled:

BID #2015-030 – THE PURCHASE AND INSTALL OF SOLAR AND SECURITY WINDOW FILM – VARIOUS LOCATIONS – CITY OF MIDDLETOWN

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SECTION 2

Appendix B -Insurance Requirements
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**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Purchasing Supervisor, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received **Wednesday, December 2, 2015 at 11:00 am** for the following contract:

**Bid # 2015-030
The Purchase and Install of Solar and
Security Window Film - Various Locations
City of Middletown**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-4895 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut. All bids shall be submitted on the designated forms in an envelope using the Bid Return Label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated **11/03/2015**
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or furnishing the specified items will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable thereafter. Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interest public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope and clearly marked with the bid number and description with the Bid Return Label provided in this package.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidders must type or use black pen at all times.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected. Conditional or qualified bids shall not be accepted by the City.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be in a notice of award, in writing and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder - It is the intent of the City to award one (1) general contract in the aggregate to the lowest responsible bidder complying with these specifications, submitting the lowest total cost to complete the work as specified, providing that there are sufficient funds available to award this contract. It is the intent of the City to accept bids from general contractors only for this project. The lowest responsible bid shall be determined based upon the sum of the base bid and bid alternates selected, if any. Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the purchase and install of solar and security window film at various locations including all construction, labor, equipment, materials and incidentals required necessary to comply with the City's

requirements.

9. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. Deadline for submission of questions is 12:00 PM, Friday, November 20, 2015 (EST). If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

10. Termination of Agreement - If bidder fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the bidder's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. Additionally, the City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.

11. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Purchasing Supervisor within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the faithful execution of the contract document.

12. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

13. Delivery and Payment Terms - Items to be furnished pursuant to this contract shall be delivered Free on Board, freight prepaid, hereinafter referred to as FOB, City of Middletown to that location specified on the purchase order and shall be an inside delivery. Prepayment discounts for early payment are preferred. All others shall be net 30 days unless specified otherwise. The bidder shall provide an itemized invoice to the Department Director upon delivery.

The Department Director shall then review and approve the invoice for payment and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

14. Quantities - The quantities specified herein are approximate only and are not **guaranteed**. They are included to provide the bidder with an estimate of the quantities required pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items at the time the contract is awarded without prejudice toward the quoted bid price if to do so is in the City's best interest.

15. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

16. Firm Pricing - The City of Middletown requires that all bidders provide firm bid pricing for the minimum period of ninety (90) calendar days from the date of receipt of bids.

17. Bonds -
A. Bid Bond - The proposal must be accompanied by a Bid Bond which shall not be less than ten percent (**10.0%**) of the total bid amount. The Bid Bond shall be prepared on the forms attached to these documents by a recognized Surety Company acceptable to the City. Premiums shall be paid by the bidder. The bid bond shall be made to the City of Middletown. **Alternate bond forms will not be accepted by the City.**

Certified checks in an amount of not less than ten percent (10.0%) of the total bid as stated above, made payable to the City of Middletown, will be accepted in lieu of a bid bond.

B. Guarantee by Surety - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety authorized to do business in Connecticut

that it will provide the 100% Performance Bond included within these specifications required by the contract documents if the bidder's bid is accepted.

18. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

19. Warranty – See Warranty Terms/Conditions as stated under “Specifications” of the bid document.

20. Substitutions – Substitutions shall not be acceptable to the City of Middletown.

21. Partial Award - The City of Middletown shall reserve the right to award the contract in its entirety or to award any part thereof and shall reserve the right to make a partial award.

22. Right of Cancellation- The City of Middletown shall reserve the right to cancel this bid request in whole or part without penalty at any time prior to the date established for the receipt of bids. If the City elects to cancel this request all prospective bidders shall be notified by a written addendum to this contract.

23. Bid Prices- The cost quoted per job shall be inclusive of all labor, equipment, materials and incidentals required to complete the job as per the specifications described herein.

24. Site Visit- Bidders shall be required to complete an inspection of the site of proposed work to verify dimensions, and existing conditions affecting the work. Failure to complete this inspection shall not relieve the bidder of this responsibility or entitle them to any additional consideration or compensation with respect to this contract.

25. Equivalent or Equal Unit / Substitutions - Unless

limited by the term "no substitute" the use of the name of a manufacturer of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

26. Wages and Salaries - The wage rates paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of contribution or payment paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-52 through 31-57a, inclusive, of the General Statutes, as amended, shall be at a rate equal to the rate customary or prevailing for the work in the same trade or occupation in the City of Middletown in which such public works project is being constructed.

Any bidder who is not obligated by agreement to make payment or contribution on behalf of such employee to any such employee welfare fund shall pay to each employee as a part of his wages the amount of payment or contribution for his classification in each pay day.

The wages paid to any mechanic, laborer, or workman employed on the work, herein contracted to be done, shall be at a rate customary or prevailing for the same work in the same trade or occupation in the City of Middletown.

Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, remodeling or repair of any public building for or on behalf of the City of Middletown or any of its agents at a rate of wage which is less than the rate of wage customary or prevailing for the same work in the same trade or occupation in the City, shall be fined not more than Fifty Dollars (\$50.00) for each offense.

27. Building Permits - The selected bidder shall be required to obtain all necessary State and Local permits prior to the start of work as applicable. Fees for local permits shall be waived, however fees for the State's portion still apply.

The bidders attention is directed to the fact that one or more permits are required under this project. The bidder shall be prepared to provide, as a condition of the bid, all work needed to secure the permits that are required for this project and shall reflect full cost for such work in their bid.

28. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations, codes of all authorities having jurisdictions over construction work in the locality of the project shall apply to the contract throughout the completion of the work and they are deemed to be included herein the same as though written out in full; this includes the municipality's equal opportunity requirements.

29. Notice of Special Conditions: Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following.

- Insurance Requirements; and
- Wage Rates; and
- Interpretation of Specifications; and
- Equal Employment Opportunities as required by the City.

30. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.
(5-14-93)

31. Workers' Compensation Act All bidders are required to conform to C.G.S. Section 31-286a, as amended,

concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized Workers Compensation Act Conformance Form.

32. Americans with Disabilities Act - The bidder in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

- A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.
- B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades

workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquires and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City.

Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor

has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

- A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.
- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee. (3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in

the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.

- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.

- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this

chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor.

(9/7/99, 11/1/2002)

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
vendor name

make affidavit and say that I own and operate

business name and address

which is the bona fide principal place of business for

business name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
vendor name

owner of _____, signer and sealer
business name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires:

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions contain changes and or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

Article 1. Contractor's Claim for Damage:

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the owner or any of his agents, he shall within one week after the sustaining of such damage, submit a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 2. Conditions Under Which the Owner May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the bidder to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools or every description as may be found upon the

line of said work.

The City of Middletown may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown be necessary to insure the completion of the work or such part thereof to the bidder. Neither the notice from the City of Middletown to the bidder to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 3. Payments:

Payment Terms shall be net thirty (30) days from receipt and approval of each progress payments.

Article 4. Last Payment to Terminate Liability to the Owner:

Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the City or its agents from any and all claims and liabilities of the bidder for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 5. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations gross receipts and other similar taxes and license fees, all of which

are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 7. Changes in the work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 8. Indemnification:

A. To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the City, its officers, agents, servants and employees from

and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and

2. is caused in whole or in part by any negligent act or omission of the bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, their officers, agents, servants and employees by any employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

C. To the fullest extent permitted by law, prior to commencing work, the bidder shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or lack of performance of the work, provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

2. is caused in whole or in part by any negligent act or omission of the subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any

of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

D. In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

Article 9. Progress Payments:

At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation **shall not** be included in the Application for Payment.

The Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in

writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the Work.

The Owner will, no sooner than ten (10) consecutive calendar days from the date the invoice is approved by the Department Director / Engineer and received by the Department of Finance, pay the Contractor the due amount.

The contractor warrants and guarantees that title to all work, materials and equipment included and covered by each respective Application for Payment will have passed to the Owner, prior to the making of the application for payment, free and clear of all liens, claims, security interest and encumbrances.

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Engineer a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project.

Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or supplier furnishing labor or materials on this project in accordance with the contract terms.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: BID #2015- 030 THE PURCHASE AND INSTALL OF SOLAR AND SECURITY WINDOW FILM– VARIOUS LOCATIONS

The City of Middletown has selected your firm as the apparent low bidder to complete the above project in response to its advertisement for bids dated 11/03/2015 and in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted

For a total contract award of:

_____ (\$ _____)

Written figures

_____ will be authorized

Firm Name

to proceed with this work or provide the specified items and or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Mayor of the City of Middletown.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the City of Middletown will be entitled to consider all your rights arising out the City's acceptance of your Bid as abandoned and the City will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2015.

By: _____
Title: Supervisor of Purchases

ACCEPTANCE OF NOTICE

The receipt of the above Notice of Award is hereby acknowledged by

Signature _____

this the _____ day of _____, 2015

Name/Title _____

SAMPLE AGREEMENT FOR BID #2015-030
The Purchase and Install of Solar and Security Window Film-Variou Locations
Middletown, Connecticut

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the City of Middletown, Connecticut, hereinafter called the Owner, and _____ called the bidder, WITNESSETH: that the parties to this agreement each in consideration of the agreements on the part of the other herein contained have agreed, and by this presents do hereby agree, the Owner for itself, and the bidder, for himself, and his heirs, executors, administrators, successors and assigns, as follows:

Article 1. Scope of Work - The bidder shall furnish all of the labor, equipment, materials and incidentals necessary to complete the project as specified in the Contract Documents entitled: **BID #2015-030 The Purchase and Install of Solar and Security Window Film-Variou Locations** as prepared by the City of Middletown, Connecticut (herein "Work")

Article 2. The Contract Sum - The contract sum specified in the contract documents under the applicable items includes all state and local sales, use, occupations, gross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City, its officers, agents, servant and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Compensation for services shall be made in accordance with the unit pricing included in this agreement.

Total compensation due the contractor shall be:

_____ (\$ _____).

Written figures

Based upon the estimated quantities.

Article 3. Progress Payments: Progress payments shall be made in accordance with Article #9, Progress Payments, of the Supplementary Conditions of these specifications, unless specifically modified herein which shall be as follows:

At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation **shall not** be included in the Application for Payment.

The Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the Work.

The Owner will, no sooner than ten (10) consecutive calendar days from the date the invoice is approved by the Department Director and received by the Department of Finance, pay the Contractor the due amount.

The contractor warrants and guarantees that title to all work, materials and equipment included and covered by each respective Application for Payment will have passed to the Owner, prior to the making of the application for payment, free and clear of all liens, claims, security interest and encumbrances.

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Engineer a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project.

Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or supplier furnishing labor or materials on this project in accordance with the contract terms

Article 4. The Contract Documents - include the Invitation to Bid, the Information for Bidders, the Bid Attachments, the General Specifications, the General Conditions, Special Conditions, Technical Specifications, the Bid Proposal Page, the Non-Collusive Bid Statement, the Notice of Award, this Agreement, any addenda issued, the Wage Rates, the Statement of Contractor's Qualifications, Performance Bond, Labor and Material Bond, Maintenance Bond, and the Insurance Requirements which form the entire Contract as if more fully stated herein.

Article 5. The **bidder** shall be required to commence work within ten (10) calendar days from the date specified in the Notice to Proceed as issued by the Owner and shall agree to complete the work at the various locations on an "as needed basis". The Parties recognize that time is of the essence with this project and that the Owner will suffer financial loss if the Work is not completed within the times specified in the Contract documents, plus any extensions of such deadlines thereof allowed by the Owner. The Parties agree that all extensions made by the Owner shall be in writing or shall be deemed ineffective. The Parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay the Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in this section for substantial completion, until the Work is determined in good faith to be substantially complete by the Owner. After substantial completion has been achieved, if Bidder shall neglect, refuse, or fail to complete the remaining Work, within the time specified in the Contract documents for the completion and readiness for final payment or within the time frame allowed by any proper extension that is granted by the City, the Bidder shall pay Owner Five Hundred Dollars (\$500.00) for each day that the Work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first above written.

WITNESS:

CITY OF MIDDLETOWN, CONNECTICUT

Daniel T. Drew
Its Mayor, Duly Authorized

Date: _____

WITNESS:

BIDDER:

BY _____
Its _____, Duly Authorized

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the City of Middletown hereinafter called the "Owner",

in the penal sum of \$ _____ Dollars (\$ _____) lawful money of the United States,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for **Bid #2015-030 The Purchase and Install of Solar and Security Window Film-Various Locations**

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within ninety (90) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this day of _____, 2015, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest:

Attest:

By:_____
Corporate Principal

Business Address

By_____
Affix Corporate Seal

Corporate Surety

Business Address

By_____Affix Corporate Seal

Countersigned by_____

*Attorney-in-fact, State of_____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

CERTIFICATE OF SURETY

The undersigned, _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to _____ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in Bid No.

Bid #2015-030 - The Purchase and Install of Solar and Security Window Film-Variou Locations

if _____ 's bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2015.

Signed, Sealed and Delivered
in the Presence of:

SURETY COMPANY OF DULY AUTHORIZED AGENT

Its _____, Duly Authorized

BID #2015-030
The Purchase and Install of Solar and
Security Window Film - Various Locations
City of Middletown

GENERAL SPECIFICATIONS

It is the intent of the City of Middletown to purchase and install 3M Solar and Security Window Film at various locations throughout the City of Middletown. Services will take place at specific locations providing that there are sufficient funds available to do so. If funding isn't currently available for all locations, services will not be provided at such locations. If and when funding should become available for such locations, an approved Purchase Order(s) will be issued under the terms/conditions stated in the bid document at that time. **Purchase Orders will be issued only when funds are available and on a "per location" basis.**

SPECIFICATIONS

The following specifications are required:

- Contractor must be 3M licensed and certified for installation of 3M film.
- Bidder must have at least ten (10) references for film installation work using 3M products, three (3) of which must be from jobs in CT, and at least one of which must be a school reference
- Must have been in business a minimum of ten (10) years
- Lead installer must have a minimum of seven (7) years of experience
- Service and/or repairs must be performed within 2-3 business days from notification.
- Workers must pass a criminal background check
- Must have a proven ability to work within established time frames
- All work must be performed in a professional manner
- Workers will be required to check-in at each building and must wear and ID at all times
- Workers shall not fraternize with the students
- The film will be fitted and bonded with 3M IPA attachment system, securely to the surface by factory trained professional window film installers. Upon completion, the film will be an integral part of the window
- The bidder is responsible for cleaning and preparing the window surface prior to installation
- Work site will be left clean and all scrap and rubbish from installation removed at the end of each day or installation
- Film and Caulk will be installed per 3M's requirements.
- State of Connecticut Prevailing Wages apply
- Working hours will vary from day to evening hours
- Warranty for 3M Ultra S800, S20 S25NV and NV25 shall be **10-12 years** per manufactures requirement plus an additional **2 years** when 3M caulk is applied.
- Contractor must have a competent foreman satisfactory to the City of Middletown and must possess the knowledge of OSHA standards. At least one installer needs to be OSHA30 while all other need to be OSHA10 certified.

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT

CONTRACTOR'S CHECK LIST

BID #2015-030 Solar and Security Window Film – Various Locations

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This check list is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted in duplicate.**

FORM DESCRIPTION

Bidder please enclose the following forms with your bid:

- _____ 1 BID PROPOSAL PAGES: pages **28 through 31**
- _____ 2 NON-COLLUSIVE STATEMENT
 (Notarized Original)
- _____ 3 STATEMENT OF CONTRACTORS QUALIFICATIONS
 (Notarized Original)
- _____ 4 REFERENCES
 (Notarized Original)
- _____ 4 BID BOND **(10.0%)**
- _____ 5 CERTIFICATE OF SURETY
- _____ 6 WORKER'S COMPENSATION ACT CONFORMANCE FORM
- _____ 7 WAGE CERTIFICATION FORM (STATE)
- _____ 9 LOCAL BIDDER AFFIDAVIT (IF APPLICABLE)
- _____ 10 PROPOSAL TO BE SUBMITTED **IN DUPLICATE** (ORIGINAL & ONE COPY)

BID #2015-030
The Purchase and Install of Solar and
Security Window Film - Various Locations
City of Middletown

BID PROPOSAL PAGE

Issue Date: 11/03/2015 Reply Date: Wednesday, December 2, 2015 at 11:00 am

To: Purchasing Supervisor
City of Middletown
Room 112, Municipal Building
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, general specifications, general conditions and related contract documents and propose and agree to contract with the City of Middletown in the form of an agreement to provide the services set for in the bid specification.

Bid must be signed by bidder to be accepted:

COMPANY NAME

SIGNATURE AND TITLE

| ITEM # | QTY | UNIT OF MEASURE | ITEM DESCRIPTION UNIT PRICE WORDS AND FIGURES | EXTENSION IN FIGURES |
|--------|-----|-----------------|---|----------------------|
| 1 | 1 | SQUARE FOOT | Furnish and install 3M NV25 Sun Control Film as described in the specifications and contract documents per square foot cost of: _____ (\$ _____) WRITTEN FIGURES Volume Discount of %___ on order of 10,000 SF or more 3M Dealer Code #: _____ | (\$ _____) |
| 2 | 1 | SQUARE FOOT | Furnish and install 3M S25NVAR400 Sun Control/Safety Security Film as described in the specifications and contract documents per square foot cost of: _____ (\$ _____) WRITTEN FIGURES Volume Discount of %___ on order of 10,000 SF or more 3M Dealer Code #: _____ | (\$ _____) |
| 3 | 1 | SQUARE FOOT | Furnish and install 3M Safety Silver S20 (8mil) Sun Control/Safety Security Film as described in the specifications and contract documents per square foot cost of: _____ (\$ _____) WRITTEN FIGURES Volume Discount of %___ on order of 10,000 SF or more 3M Dealer Code #: _____ | (\$ _____) |

| | | | | |
|---|---|--------------------|--|-----------------|
| 4 | 1 | SQUARE FOOT | Furnish and install 3M Clear Security Film Ultra S800 Safety Security Film as described in the specifications and contract documents per square foot of: _____ (\$ _____) WRITTEN FIGURES Volume Discount of %___ on order of 10,000 SF or more 3M Dealer Code #: _____ | (\$ _____) |
| 5 | 1 | LINEAR SQUARE FOOT | 3M IPA attachment system (Caulk) per linear square foot cost of: _____ (\$ _____) WRITTEN FIGURES Volume Discount of %___ on order of 10,000 LSF or more 3M Dealer Code #: _____ | (\$ _____) |
| <p>Quoted bid prices are all inclusive to provide all materials, equipment and labor necessary to complete the install of 3M Window Solar and Security Window Film. The bidder shall, at his own expense, in strict conformity to the Contract Documents, furnish the Solar and Security Window film as specified to the City and the City will pay the bidder, who hereby agrees to receive and accept as and for his full compensation for fully completing the work required in full payment all sums due in accordance with the Contract Documents.</p> <p>TOTAL (Items 1-5)</p> <p style="text-align: right;">_____ (\$ _____)</p> | | | | |
| <p>Written figures</p> | | | | |

This bid is made with the understanding that it cannot be withdrawn for thirty (30) days after the date set for opening of bids.

Be it understood and agreed that the prices bid for unit quantities of work in various items shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the prices obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the bidder. The City of Middletown reserves the right to add any new items or to diminish or increase the quantities for any existing items without, prejudice towards the quoted pricing.

Upon receipt of written notice of acceptance of this bid by the owner, the bidder shall execute the contract attached to these documents within ten (10) calendar days and deliver the bonds as required in these documents. The bid security submitted with this bid will become the property of the owner in the event the contract and bonds are not executed within the time herein set forth.

We acknowledge receipt of the following addendum, IF APPLICABLE:

Addendum # 1 Date _____
Addendum # 2 Date _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date:

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ Individual / Sole Proprietor
(Please Check One)

_____ Limited Liability Company / Partnership

_____ Corporation

Contact Information

Contact Name: _____ Title: _____

Additional Contact: _____ Title: _____

Phone Number: _____ Fax: _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CONTRACTOR'S QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

SUBMITTED TO: _____

SUBMITTED BY: NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

1. How many years has your organization been in business under its current business name?

2. How many years of experience does your lead installer have? _____

Name: _____ Address: _____

Phone Number: _____

NOTARIZATION: State of _____ County of _____

_____ being duly sworn deposes and says that he (she) is the

_____ of _____ Contractor (s), and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____ 2015.

Notary Public: _____

My Commission Expires: _____

Bidder's Reference Sheet
BID #2015-030
Solar and Security Window Film – Various Locations
City of Middletown

Name of Bidder: _____

Address: _____

REFERENCE #1

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #2

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #3

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #4

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #5

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #6

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #7

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #8

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #9

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

REFERENCE #10

Name: _____

Address: _____

Telephone: _____ Contact Individual: _____

Product/Project/Service Description: _____

Total Contract Sum: \$ _____

CITY OF MIDDLETOWN CONNECTICUT
NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date: _____

Signed

Company

Address

Telephone Number () _____

**CITY OF MIDDLETOWN
CHANGE ORDER**

Project: **BID #2015-030 THE PURCHASE AND INSTALL OF SOLAR AND SECURITY WINDOW FILM – VARIOUS LOCATIONS**

To: _____

Name and Address

Change Order Number: _____
Contract Date: _____

THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS CHANGE IN THE WORK.

You are directed to make the following changes in this Contract:

The original Contract Sum was.....\$ _____

Net changes by previous Change Orders.....\$ _____

The Contract Sum prior to this Change Order was.....\$ _____

The Contract Sum will be (increased, decreased, unchanged)
by this Change Order.....\$ _____

The new Contract Sum including this Change Order will be.....\$ _____

The Contract Time will be (increased, decreased, unchanged) by.....(_____)Days

The Date of Completion as of the date of this Change Order therefore is_____

Engineer

Contractor

City of Middletown
Owner

245 DeKoven Drive

Address

Address

Middletown, CT 06456
Address

By

By

By-Mayor

Date

Date

Date

CERTIFICATE OF WAIVER AND RELEASE OF LIEN

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

_____, a corporation/partnership/business organized
Subcontractor Name/Address

under the laws of the State of Connecticut, in consideration of the sum of:

_____ (\$ _____)
Written figures

received from _____,
General Contractor Name/Address

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heirs, executors, administrators, successors and assigns all liens or right to claim a lien for work done and in place as of the date of this Release at the Project commonly known as City of Middletown, **BID #2015-030 THE PURCHASE AND INSTALL OF SOLAR AND SECURITY WINDOW FILM – VARIOUS LOCATIONS**

_____ hereby
Name of Subcontractor

indemnifies the City of Middletown, Connecticut, against any and all claims for work performance and / or materials supplied by it/him/her/us under the above mentioned contract.

IN WITNESS WHEREOF, _____,
Subcontractor Name/Address

has caused this Waiver and Release of Lien to be executed by its duly authorized officer this ____ day of _____, **2015**.

Executed and delivered in the presence of:

_____ By: _____
Witness

Witness

State of: _____ :

:ss _____, 2015

County of _____ :

_____ duly authorized, having duly sworn, deposes and says he/she is

_____ of
Title

Name of Subcontractor

and that the statements herein contained are true and correct.

Subscribed and sworn to before me this ___ day of _____, 2015.

Notary Public

Date

My commission expires: _____

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
CONTRACT CLOSE OUT CHECK LIST**

BID # /TITLE _____ **Dept:** _____

Contractor Name: _____

The following forms are required for submittal to the Purchasing Department prior to the release of the final payment.

This check list is provided for the consultant / contractor's use in expediting the release of the final payment.
All original forms must be attached in order to the back of this packet. Failure to submit all items listed will result in a delay of the final payment. If an item is not required by your contract- mark it with N/A.

This packet must be submitted in its entirety- partial submissions will not be accepted. **Do not attach Payment applications with this packet.** Payment applications must be submitted to the architect / engineer and /or Corresponding Department for their review and processing.

Consultant/Contractor please ✓ and enclose the following forms with your closeout documents:

- ___ 1. Letter from city department head or his/her designee that project is complete, that there are no punch list items remaining and that project was built in accordance with their design specs.
- ___ 2. List of all subcontractors and suppliers (please separate each group)
(Notarized original)
- ___ 3. Lien Waiver and Release (Contractor and all subs / suppliers)
- ___ 4. Certified payrolls from contractor and all subcontractors on project
- ___ 5. Release from Middletown Police Department for traffic control (if applicable)
- ___ 6. Release from Insurance Company that no pending claims remain on project
- ___ 7. Project manuals/operating manuals/ warranty docs – **(on file)**

Final payment issued _____ (date)

State audit complete _____ (date) if applicable

Discard bid package date _____ (7 years after completion/ per state retention schedules)

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

BID #2015-030

**The Purchase and Install of Solar and Security Window Film
At Various Locations - City of Middletown**

Return Date: Wednesday, December 2, 2015 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**



SECTION 2

**Insurance Requirements - Appendix B
State of Connecticut Wage Rates**

APPENDIX B - INSURANCE REQUIREMENTS

Bid #2015-030 Purchase and Installation of Solar and Security Window Film

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown and the Middletown Board of Education as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown and the Middletown Board of Education. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the City of Middletown and the Middletown Board of Education's additional insured status in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the **BIDDER** forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown and the Middletown Board of Education be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and the Middletown Board of Education its officers, agents, servants and employees for losses arising from work performed by each on this contract.

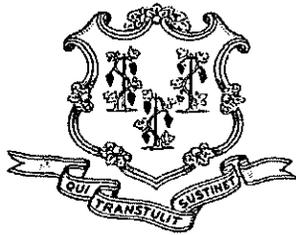
D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

October 8, 2015
Date



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

Sec. 31-53b. 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.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

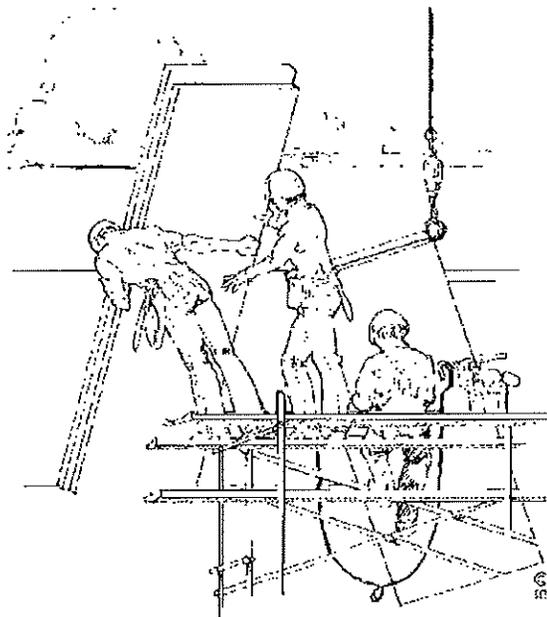
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project

consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

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

Section A:

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

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

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

(Signature)

(Title)

Submitted on (Date)

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

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

I, Robert Craft of XYZ Corporation, (hereafter known as Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

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

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

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

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

Section B: Applies to CONNDOT Projects ONLY

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

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

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

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CONNECTICUT DEPARTMENT OF LABOR

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OCCUPATIONAL CLASSIFICATION BULLETIN

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

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

- **CLEANING LABORER**

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

- **DELIVERY PERSONNEL**

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

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.
- **ELECTRICIANS**
 - Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**
- **ELEVATOR CONSTRUCTORS**
 - Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**
- **FORK LIFT OPERATOR**
 - Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
 - Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.
- **GLAZIERS**
 - Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or 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 requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- **INSULATOR**
 - Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.
- **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), metal bridge handrail, and decorative security fence installation), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.
- **PAINTERS**
 - Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.
- **LEAD PAINT REMOVAL**
 - Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
 - Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.
- **PLUMBERS AND PIPEFITTERS**
 - Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**
- **POWER EQUIPMENT OPERATORS**
 - Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

- **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc. of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

- **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

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*

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
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**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

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

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

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

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

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

Elevator Constructors: Mechanics

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

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Project: Solar And Security Window Film Installation At The City Hall And Various Schools

**Minimum Rates and Classifications
for Building Construction**

ID# : B21364

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

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

Project Number: 2015-030

Project Town: Middletown

State#:

FAP#:

Project: Solar And Security Window Film Installation At The City Hall And Various Schools

| CLASSIFICATION | Hourly Rate | Benefits |
|--|--------------------|-----------------|
| 1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings | 35.75 | 28.82 |
| <hr/> | | |
| 1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7** | | |
| <hr/> | | |
| 1c) Asbestos Worker/Heat and Frost Insulator | 37.15 | 27.56 |

As of: Monday, October 19, 2015

Project: Solar And Security Window Film Installation At The City Hall And Various Schools

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| 2) Boilermaker | 35.24 | 25.01 |
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| 3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons | 32.50 | 28.74 + a |
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| 3b) Tile Setter | 33.75 | 24.21 |
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| 3c) Terrazzo Mechanics and Marble Setters | 31.69 | 22.35 |
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| 3d) Tile, Marble & Terrazzo Finishers | 26.26 | 20.69 |
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| 3e) Plasterer | 32.50 | 29.45 |
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-----LABORERS-----

| | | |
|---|-------|-------|
| 4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers. | 27.85 | 18.30 |
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| 4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only). | 28.10 | 18.30 |
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| 4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry). | 28.35 | 18.30 |
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| 4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80. | 28.85 | 18.30 |
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| 4d) Group 5: Air track operator, sand blaster and hydraulic drills. | 28.60 | 18.30 |
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Project: Solar And Security Window Film Installation At The City Hall And Various Schools

4e) Group 6: Blasters, nuclear and toxic waste removal. 30.85 18.30

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 28.85 18.30

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.30

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.30

4i) Group 10: Traffic Control Signalman 16.00 18.30

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 31.45 23.54

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5a) Millwrights 31.84 23.99

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 38.20 23.72+3% of gross wage

7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 47.96 28.385+a+b

-----LINE CONSTRUCTION-----

Groundman 24.37 6.5%+10.04

Linemen/Cable Splicer 44.30 6.5%+17.70

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8) Glazier (Trade License required: FG-1,2) 35.08 19.35 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 31.09 + a

----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. and over. (Trade License Required) 37.55 23.05 + 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) 37.23 23.05 + a

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required) 36.49 23.05 + a

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| | | |
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| Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper). | 36.10 | 23.05 + a |
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| Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) | 35.51 | 23.05 + a |
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| Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine. | 35.51 | 23.05 + a |
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| Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). | 35.20 | 23.05 + a |
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| Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell). | 34.86 | 23.05 + a |
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| Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine. | 34.46 | 23.05 + a |
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| Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). | 34.03 | 23.05 + a |
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| Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. | 31.99 | 23.05 + a |
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| Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. | 31.99 | 23.05 + a |
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| Group 12: Wellpoint operator. | 31.93 | 23.05 + a |
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| Group 13: Compressor battery operator. | 31.35 | 23.05 + a |
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| Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). | 30.21 | 23.05 + a |
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.80 23.05 + a

Group 16: Maintenance Engineer/Oiler. 29.15 23.05 + a

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

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 31.04 23.05 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 31.52 19.35

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| | | |
|------------------------------------|-------|-------|
| 10b) Taping Only/Drywall Finishing | 32.27 | 19.35 |
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|--------------------------------|-------|-------|
| 10c) Paperhanger and Red Label | 32.02 | 19.35 |
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| 10e) Blast and Spray | 34.52 | 19.35 |
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| 11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) | 40.62 | 28.91 |
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| 12) Well Digger, Pile Testing Machine | 33.01 | 19.40 + a |
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| 13) Roofer (composition) | 33.70 | 18.23 |
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|---------------------------|-------|-------|
| 14) Roofer (slate & tile) | 34.20 | 18.23 |
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| 15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6) | 35.74 | 33.22 |
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| 16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9) | 40.62 | 28.91 |
|---|-------|-------|

-----TRUCK DRIVERS-----

| | | |
|-------------|-------|-----------|
| 17a) 2 Axle | 28.58 | 20.24 + a |
|-------------|-------|-----------|

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| 17b) 3 Axle, 2 Axle Ready Mix | 28.68 | 20.24 + a |
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|-----------------------|-------|-----------|
| 17c) 3 Axle Ready Mix | 28.73 | 20.24 + a |
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| | | |
|---|-------|-----------|
| 17d) 4 Axle, Heavy Duty Trailer up to 40 tons | 28.78 | 20.24 + a |
|---|-------|-----------|

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|-----------------------|-------|-----------|
| 17e) 4 Axle Ready Mix | 28.83 | 20.24 + a |
|-----------------------|-------|-----------|

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|--|-------|-----------|
| 17f) Heavy Duty Trailer (40 Tons and Over) | 29.03 | 20.24 + a |
|--|-------|-----------|

| | | |
|--|-------|-----------|
| 17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids) | 28.83 | 20.24 + a |
|--|-------|-----------|

| | | |
|--|-------|-----------|
| 18) Sprinkler Fitter (Trade License required: F-1,2,3,4) | 41.37 | 20.37 + a |
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19) Theatrical Stage Journeyman

25.76

7.34

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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 \$2.00 premium in addition to the hourly wage rate and benefit contributions:

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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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.

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