

**TOWN OF WESTON**  
**INVITATION TO BID**

**ROOF REPLACEMENT AT WESTON  
DEPARTMENT OF PUBLIC WORKS**

**78 Old Hyde Rd**

**Weston, CT 06883**

**Federal Project ID#06-6002127**

**State Project #2023-157-149**

**BIDDING DOCUMENTS**

**&**

**CONSTRUCTION SPECIFICATIONS**

First Selectwoman

Samantha Nestor

July 23, 2024

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## INVITATION TO BID

### ROOF REPLACEMENT AT WESTON DEPARTMENT OF PUBLIC WORKS

**ISSUE DATE: July 23, 2024**

**BID SUBMISSION DEADLINE: August 15, 2024 at 12:00 PM**

Sealed bids will be received in hard copy format at the **Office of Town Clerk, Weston Town Hall, 56 Norfield Road, Weston, Connecticut 06883** on or before the bid submission deadline indicated above, at which time all bids received will be opened in the Town Hall Meeting Room and read aloud.

Work includes the full roof replacement of as well as installation of new gutters at the Weston Department of Public Works, approximately 6,300 square feet in size.

A non-mandatory pre-bid meeting will be held on Wednesday, July 31, 2024 at 10:00 AM at the Weston Department of Public Works, 78 Old Hyde Rd, Weston, CT 06883.

No bids will be accepted after the Bid Submission Deadline. Each bid must be submitted on the official form which is furnished by the Town. All blank spaces in the bid form must be filled in as noted, and no bidder shall change the language of the bid or the items mentioned therein.

Questions about this Invitation to Bid shall be submitted to the Larry Roberts, Director of Public Works at [lroberts@westonct.gov](mailto:lroberts@westonct.gov). Instructions and specifications are also available from the Town's website: <https://www.westonct.gov/government/rfp-s>

Bidders shall comply with State mandated laws, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Bidders are further advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53.

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or cashier's check made out to the Town of Weston. A Payment Bond in the full amount (100%) of the contract price will be required. A bidder may not withdraw a bid within fourteen days of the bid opening.

The Town reserves the right to reject bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids, or take no action, or elect not to select any bid. The Town also reserves the right to cancel the bid at any time and to reissue this or a substitute Invitation to Bid at a later date. In its sole discretion and without prejudice, the Town will award a contract to the bidder that it feels is best suited to complete the scope of services. The bid does not constitute a contract or offer of employment.

Invitation to Bid

Roof Replacement at Weston Department of Public Works

Page 1 of 2

The Town reserves the right to negotiate with any bidder any amendments to the Contract.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

This contract is subject to state set-aside and contract compliance. requirements.

## INFORMATION FOR BIDDERS

### ROOF REPLACEMENT AT WESTON DEPARTMENT OF PUBLIC WORKS

#### 1. Receipt & Opening of Bids

Sealed bids will be received by the Town of Weston until August 15, 2024 at 12:00 P.M. The bid opening will take place at 12:01 P.M. on August 15, 2024 at the Town Hall Meeting Room at 56 Norfield Road.

Each bid must be submitted in a **sealed envelope**, addressed as follows:

Weston Town Clerk  
Roof Replacement at Weston Department of Public Works  
56 Norfield Road  
Weston, CT 06883

The bid envelope should also bear on the outside the name of the Bidder and his/her address.

#### 2. Preparation of Bid

All bids must be made on the required bid form. All blank spaces for prices must be typewritten, and the bid form must be fully completed and executed when submitted. Only one original of the bid form is required.

Bids must be made on the form furnished by the Town and attached hereto. Bidders will state, both in numerals and in words, the proposed price for the work. If any price is omitted, the blank may be filled with the highest price proposed by any other bidder for such omitted item or the entire proposal may be rejected.

The following documents shall be submitted with bids. Bids not including all forms shall be considered incomplete and will be rejected.

1. Bid Sheet
2. Bid Bond
3. CHRO Contract Compliance Regulations Notification to Bidders
4. Qualifications of Bidder
5. Non-Collusive Bid Statement
6. Debarment Disclosure Form

#### 3. Competency of Bidders

Subject to the rights reserved to the Owner in the Paragraphs below, the contract shall be awarded to the lowest responsible qualified Bidder. The Town reserves the right to select

Bidders and may refuse to issue a bid form to any individual, firm or corporation based upon, but not limited to, one or more of the following facts:

1. For having defaulted on previous contracts or is currently in litigation or arbitration with the Town of Weston.
2. For having failed to complete contracts within the time required without acceptable reasons.
3. For having performed similar work in an unsatisfactory manner.
4. For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence.
5. When in the Town's judgment the Bidder does not have the required experience in the class of work to be bid on, fails to have proper labor and equipment to prosecute the work within the time allowed, or fails to have sufficient capital and quick assets to finance the work.

4. Rejection of Bids

The Town reserves the right to reject any or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town also reserves the right to cancel the bid at any time and to reissue this or a substitute bid at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that it feels is best suited to complete the scope of services. The bid does not constitute a contract or offer of employment.

5. Modification of Bids

Modifications of bids are prohibited.

6. Errors of Omissions

Bidders are required to check all dimensions and quantities on the Contract Drawings and all statements in the Contract Documents before undertaking any portion of the work and shall notify the Town of all errors or omissions therein, which he/she may discover by such examination and checking. The Bidder will not be allowed to take advantage of any error or omission in these Contract Drawings or Contract Documents. Full instructions will be issued by the Town should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

7. Contract Documents

The Agreement, Construction Narrative, Invitation to Bid, Information for Bidders, Bid Proposal, Special Conditions, Special Provisions, Technical Specifications, Drawings,

Maps, Addenda (whether issued prior to opening of Bids or execution of the Agreement), and any other document included in the Bid Documents Package prepared for Bidders.

8. Subcontracts

The Contractor may utilize the services of Subcontractors subject to the approval of the Town. All Subcontractors are required to comply with Contract provisions.

The Town reserves the right to reject the use of a Subcontractor if the evidence submitted by, or investigation of, such subcontractor fails to satisfy the Town that the subcontractor is properly qualified to complete the work contemplated in the Contract. Rejection of a Bidder's Subcontractor shall not relieve the Bidder of any requirements of the Contract nor provide grounds for the Bidder to request compensation for his use of an alternate qualified subcontractor.

The low Bidder must supply the name and addresses of major material suppliers and subcontractors when requested to do so by the Town.

9. Qualifications of Bidders

The Town may make such investigation as deemed necessary to determine the ability of the Bidder to discharge his contract. The Bidder shall furnish the Town with all such information and data as may be required for that purpose. The Town reserves the right to reject any bid if the Bidder fails to satisfactorily convince the Town that he is properly qualified by experience and equipped to carry out the obligation of the contract and to satisfactorily complete the work called for herein. Conditional bids will not be accepted.

10. Disqualification of Bidders

Any or all bids will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future proposals for the same work. Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items. No contract will be awarded except to competent bidders capable of performing the class of work contemplated.

11. Bid Security

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or cashier's check made payable to the Town of Weston. Oral, telephone and telegraphic responses will NOT be considered. A Bidder may not withdraw a bid within sixty (60) days of the bid opening.

The bid bond must pledge that the Bidder will enter into a contract with the Owner on the terms stated in the Bid. No Bids may be withdrawn for a period of sixty (60) days from the date of Bid opening.

As soon as the bid prices have been compared, the Town will return the bid security of all except the three finalist bidders. When the Contract is executed, the bid security of the two remaining unsuccessful bidders will be returned. The bid security of the successful Bidder will be returned once the payment bond has been executed and approved.

12. Damages for Failure to Enter into Contract Award

The party to whom the contract is awarded will be required to execute the Contract Agreement and provide the required documents specified in Section 14 below within five (5) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Contract Agreement and provide required documents, the Town may, at its option, consider the Bidder in default, in which case the bid security accompanying the proposal shall be called.

13. Addenda & Interpretations

Any request from prospective Bidders for interpretation of meaning of Contract Drawings or other Contract Documents shall be made in writing to the Weston Director of Public Works, Larry Roberts, via e-mail at [lroberts@westonct.gov](mailto:lroberts@westonct.gov). All questions must be received at least seven (7) days prior to date fixed for opening of bids in order to be considered. Interpretations will be made in form of written addenda to Contract Documents, which addenda shall become a part of Contract. Addenda will be posted on the Town's website at: <https://www.westonct.gov/government/rfp-s>

Addenda will be posted at least three (3) days prior to date for opening of bids to all those who requested bid packages. Failure of any Bidder to receive any such addenda shall not relieve Bidder from any obligation under his proposal as submitted.

Any information obtained from an agent, or employee of the Town or any other person outside of the above Addenda process shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the Contract.

14. Execution of Contract & Notice to Proceed

The Bidder to whom the contract is awarded will be required to execute the Contract Agreement, provide all insurance documentation, and obtain all security bonds within five (5) days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Contract Agreement, provide insurance documentation, or provide required security bonds, the Town may at its option consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Town.



Upon receipt of acceptable performance bond, labor and materials payment bond, insurance certificates, signed agreement, and other required forms specified in the Contract Documents, the Town will, within ten (10) days, enter into and sign the Contract Agreement unless it deems it not to be in the best interest of the Town. The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement.

#### 15. Time of Completion and Liquidated Damages

The Bidder must agree to commence work within ten (10) days after the date specified in the Notice to Proceed from the Town and to faithfully complete the project by September 30, 2024.

The Bidder must also agree to pay as liquidated damages in the amount of Eight Hundred Dollars and Zero Cents (\$800.00) for each consecutive calendar day in excess of the specified completion date.

#### 16. Conditions of Work

At the date fixed for opening of bids, it will be presumed that each Bidder has made an examination of location and site work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; and has read and become thoroughly familiar with Contract Documents, including Contract drawings, Specifications and Addenda.

#### 17. Security and Faithful Performance

The successful Bidder shall also provide a Performance Bond, preferably in American Institute of Architects (AIA) format, within the time stipulated above, from a surety bond licensed to do business in the State of Connecticut, in an amount equal to one hundred (100) percent of estimate total contract price recorded in proposal of Contract Agreement as executed. A Labor and Materials payment bond in like amount, will be required from successful bidder for faithful performance of Contract.

Subcontractors selected to complete any work in excess of \$100,000.00 must also provide both a Performance Bond and Labor and Materials Bond, in accordance with the above stipulations, in an amount equal to one hundred (100) percent of the estimated work.

#### 18. Method of Award

The Contract will be awarded to the responsible and qualified Bidder submitting the lowest bid complying with the conditions of these contract documents. "Lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.

The Town shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low bidder on the basis of the sum of the Total Items and Alternates accepted.

The Bidder to whom the award is made will be notified at the earliest possible date.

19. Laws and Regulations

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

20. Sales Tax

Purchases made by the Town of are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes, and such tax must not be included in the bid price or in any proposed change orders.

21. Insurance

The Contractor shall provide all insurance documents as specified in Section 18 of the Draft Agreement, including insurance documents for all proposed Subcontractors, within the time specified above.

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

(Revised 09/3/15)

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

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

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INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

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

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

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

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

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

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

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

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

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

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

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

**PART 1 – Bidder Information**

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

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

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

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

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

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**BID FORM**

Office of Town Clerk  
 Weston Town Hall  
 56 Norfield Road  
 Weston, CT 06833

PROJECT: Roof Replacement at Weston Department of Public Works

The undersigned declares he/she has carefully examined all Contract Documents and sites of work for the referenced project and hereby proposes to furnish all labor, materials and equipment and perform all work necessary to complete the project in strict accordance with the requirements of the Contract Documents.

**BASE BID**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>BID PRICE (written with words, not numbers)</b>	<b>COMPUTED TOTAL (written with words, not numbers)</b>
Removal and disposal of existing asphalt shingles, installation of Lifetime asphalt shingles, weather watch the entire roof, drip edge and roof boot. (Lump Sum)	1	L.S.		
Installation of gutters. (Lump Sum)	1	L.S.		
Replacement of plywood (Per Sheet)	5	Sheet		
<b>BID TOTAL</b> <b>(written with words, not numbers)</b>				

I attest that accompanying this bid is a certified check or cashier's check in the amount of 10% of the Total Price indicated above.

Bidder's legal business name: \_\_\_\_\_

Bidder's principal office address: \_\_\_\_\_

State in which bidder is incorporated / organized: \_\_\_\_\_



Date of incorporation / formation: \_\_\_\_\_

Address from which Bidder's forces will be mobilized: \_\_\_\_\_

The names and residence addresses and titles of bidder's principal officers, members, managers, or owners are as follows:

NAME	RESIDENCE	ADDRESS	TITLE

If additional pages are necessary, please write "see attached" above.

The undersigned is duly authorized to execute this bid on behalf of the Bidder and hereby designates the following individual as the Bidder's contact person for all purposes related to this bid.

NAME	TITLE	E-MAIL	MOBILE PHONE NUMBER

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**QUALIFICATIONS OF BIDDERS**

**ROOF REPLACEMENT AT WESTON DEPARTMENT OF PUBLIC WORKS**

Bidder's legal business name: \_\_\_\_\_

The Bidder is required to submit the following information with regards to Bidder qualifications and capacity to complete the proposed Work. If additional pages are necessary, please write "see attached" in each section as applicable.

A. Project References

Provide the names, titles and contact information for public officials, engineers, or other project contacts for similar municipal work completed by the Bidder within the last five (5) years:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

B. List of Subcontractors

Provide the legal business name and contact information for all Subcontractors proposed to complete work valued at \$5,000.00 or greater.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

C. List of Bidder's Active Projects

Provide a list of all Bidder's active projects which are scheduled to take place within the next six (6) months.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

D. List of Equipment

Provide of list of equipment to be used on the project.

Owned Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rented Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Terminated Contracts or Contracts Bidder Failed to Complete

Provide a list of any and all contracts Bidder has entered into agreement with another party and which were terminated by either party and/or contracts Bidder has failed to complete within the last ten (10) years. Include the project name and contact information for other parties. If none, Bidder shall state "none".

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

**ROOF REPLACEMENT AT WESTON DEPARTMENT OF PUBLIC WORKS**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

\_\_\_\_\_  
Signed/Title

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Signature and Seal:

## SPECIAL CONDITIONS

### ROOF REPLACEMENT AT WESTON DEPARTMENT OF PUBLIC WORKS

1. Inspection

Authorized representatives and agents of the Town of Weston shall have access and be permitted to inspect all work, materials, payrolls, contract records, invoices of materials and other relevant data in the development and progress of the project.

2. Labor Standards/Wage Rates

State prevailing occupational wage rates and labor standards in accordance with the Connecticut Department of Labor (CT DOL) Wage and Workplace Standards SHALL apply.

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.”

3. Permits

The Contractor shall be responsible for obtaining any and all required permits other than those obtained by the Town and included in these Contract Documents. For any building permits issued by the Town of Weston, the town portion of applicable fees will be waived, the Contractor will be responsible for paying the state portion of these fees. Fees for all other permits are the sole responsibility of the Contractor.

4. Work Specifications

Work shall be completed in accordance with the Connecticut State Building Code.

5. Coordination of Utilities

The Contractor shall make adequate provisions to allow utility work to be completed on this project. The Contractor shall coordinate with the utility company or contractor performing the work to ensure uninterrupted work and minimize conflicts. No additional compensation will be allowed under the contract for delays, utility changes or associated

work unless, in the opinion of the Engineer, such compensation is warranted and deemed to be in the best interest of the Town of Weston. The following utility companies are provided:

Cable TV	Cablevision
Communication	Crown Castle Fiber, LLC Level 3 Communications, LLC The Southern New England Telephone Company
Electric	The Connecticut Light and Power Company
Gas	Southern Connecticut Gas Company
Water	Aquarion Water Company of Connecticut
Fiber	Town of Weston

6. Safety Signs and Traffic Control

The Contractor shall furnish all warning signs, barricades, detour signs, including appropriate illumination, to ensure the safety of local traffic, cyclists, pedestrians, workmen, or any person in the vicinity of the construction area and establish such warning and traffic signs as directed. All signs shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as published by the U.S. Department of Transportation, Federal Highway Administration, latest issue.

7. Coordination with Emergency Services

The Contractor shall contact the Fire Department, Police Department, and Emergency Medical Services prior to commencing work to establish coordination procedures in the event of disruption to services or other emergency.

8. Daily Cleanup

Before the completion of each day's work, the Contractor shall be responsible for cleaning up and removing or relocating all excavated material, debris, equipment and the like and for temporarily backfilling or filling excavations as necessary to ensure the continuous flow of traffic in roadways where work is progressing, including access to private property during non-working hours.

9. Environmental Protection

In case of a spill or leak of chemicals, oil, coolant, solvent, hydraulic fluid or other spill that threatens the stream or wetland environment in, under or adjacent to the project area, the Contractor shall be required to have environmental clean-up or protection materials on-

site, in advance of construction sufficient to contain the full volume of any materials owned by the Contractor and present on site.

#### 10. Signs

Any signs disturbed or removed by the Contractor, whether shown on the plans or not, shall be reset or replaced at the Contractors' expense as directed by the Engineer. Any traffic control devices damaged due to negligence shall be replaced by the contractor at his expense.

#### 11. Reports, Records, and Data

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

#### 12. Right to Eliminate Work

The Town of Weston reserves the right to eliminate from the Contract any of the items of work. This includes limiting the scope of work, in the event it deems it to be in the best interest of the Town.

#### 13. Conditions of Site and Constraints

The Contractor shall furnish all warning signs and barricades to ensure the safety of local traffic and pedestrians in the vicinity of the construction area. The work site will be maintained in an orderly manner and protected to ensure that no possibility exists where people may wander onto the construction site, fall into an open excavation or be injured due to the site conditions. If in the opinion of the Engineer or the Inspector, the site is not protected against such possibilities, the Contractor may be directed to provide temporary fencing or other protective measures to ensure the safety of the work area. Any such measures so ordered will be at the expense of the Contractor. No additional compensation will be granted.

Required precautions shall be taken concerning noise, clean up, safety, security, etc.

#### 14. Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health or of other bodies or tribunals having jurisdiction therewith.

## 15. Working Hours and Project Execution

All work hours are subject to the review and approval of the Town. The Contractor shall develop and submit for approval a project execution plan that shows the construction schedule and sequencing throughout the project duration. The following general work hour restrictions shall be noted when preparing the proposed project execution plan:

- All work shall take place Monday through Saturday, 7:00 AM to 6:00 PM.
- No work shall take place on Federal or State holidays

Contractor shall also be aware that the Public Works Facility will be open for business during construction and therefore Contractor shall be mindful of employees and customers during construction, safely store materials and equipment, and carefully execute construction activities to protect all persons present at the site.

## 16. Maintenance and Protection of Traffic

### A. Driveways

The Contractor shall maintain access to and egress from all driveways throughout the project limits. If a temporary closure of a driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

### B. Signing

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

When the necessary construction is completed, the Contractor shall re-install the existing signs in their original locations or as directed by the Engineer.

### C. Work Zone Safety Meetings

- a. Prior to the commencement of work, a work zone safety meeting will be conducted with the Town Engineer, Municipal Police, and the Contractor (Project Superintendent) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- b. A Work Zone Safety Meeting shall be developed and used at the meeting to outline the anticipated work zone safety issues during the construction of this project.



#### D. Contractors Use of Town Property Areas

If permission is granted to the Contractor to utilize Town property as a storage area for either construction equipment or materials, the Contractor shall conform to the following:

- a. After hours and weekend parking of construction equipment will not be allowed in landscaped areas which will cause damage to said areas. Also, equipment shall not be parked in locations within the Town Area which will cause sight line restrictions for motorists entering or exiting the Town Area.
- b. The Contractor will not be allowed to stockpile any material other than that material which is permitted in an Agreement that is required between the Town and the Contractor. The storage of unacceptable material such as construction debris, hazardous material, old truck batteries, abandoned construction vehicles, etc. will not be allowed.
- c. The Contractor shall restore those areas of the Service Area.

#### 17. Project Execution

The Contractor shall develop and submit for approval a project execution plan that shows the construction schedule and sequencing throughout the project duration.

#### 18. Project Sign

A Project Sign meeting the Department of Economic and Community Development specifications, attached hereto, is required to be placed on the site in a location clearly visible to the public. The location of the sign will be determined by the Town prior to the start of construction. The Contractor shall make provisions to fabricate the specified sign in the dimensions shown as well as provisions to install the sign at the start of construction.

#### 19. Submissions Required After Bid Opening

After the Bid Opening, upon request of the Town, the low bidder shall submit the following documents within five (5) business days of the Town's request:

1. Contractor's Proposed Progress Chart
2. Contractor Schedule of Values
3. Contractor's list of proposed Subcontractors

In addition to all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents all as required by the Contract Documents, the following shall be submitted to the Town at the Completion of Project before final payment will be made to the Contractor:

1. Records Documents (As-Builts)
2. Proof that payment has been made to all subcontractor



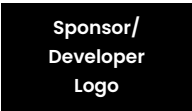
Department of Economic and Community Development  
Project Sign

8'-0"

4'0"



Name of the project



in cooperation with



Ned Lamont  
Governor

Daniel O'Keefe, Commissioner  
Department of Economic and Community Development

and

Samantha Nestor, First Selectwoman  
Town of Weston

Name of Architect  
Architect

Name of General Contractor  
Contractor

**Sign Panel**

3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE

**Colors**

ALL LETTERS AND SYMBOLS ARE TO BE BLACK. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK

**Typeface**

POPPINS SEMI-BOLD. NAME OF PROJECT IS TO BE BIGGER THAN ANY NAMES. TITLES OF LEADERS IS TO BE SMALLER THAN THEIR NAMES. FONT IS ATTACHED.

**Colors**

ALL LETTERS AND SYMBOLS ARE TO BE BLACK. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK

**Location**

SIGN MUST BE LOCATED WHERE IT IS CLEARLY VISIBLE TO THE PUBLIC

**Timing**

INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION

**State & Governor Logo**

ATTACHED

## **DRAFT AGREEMENT**

### **ROOF REPLACEMENT AT WESTON DEPARTMENT OF PUBLIC WORKS**

This Contract (the “Contract”) made the {DAY} day of {MONTH}, in the year of Two Thousand and Twenty Four and between the TOWN OF WESTON, a Connecticut municipal corporation (the “Town”) and {CONTRACTOR} a {TYPE OF ORGANIZATION} organized and existing under the laws of the State of {STATE} (the “Contractor”).

#### **SECTION 1 – THE WORK, PRICE AND PAYMENT SCHEDULE**

Contractor shall furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind required to perform and complete in a good and workmanlike manner, the work identified in the Contract Documents dated {DATE}.

In consideration of Contractor’s satisfactory completion of the Work the Town agrees to pay the Contractor the sum of {INSERT} Dollars and {INSERT} Cents ({\$000.00}) (the “Total Price”). The Total Price includes the acceptance of the following Bid Alternates:

**{INSERT LIST OF BID ALTERNATES ACCEPTED}**

The amount that the Town is obligated to pay under this Contract will not exceed the Total Price unless the Director has approved a written change order request.

Contractor will submit invoices, together with supporting documentation periodically as the Work progresses in accordance with a work schedule established by the Director or the Director’s designee (the “Work Schedule”). The Director may, in his discretion, divide the Work Schedule into phases (for example, Phase 1, Phase 2, etc.) with each phase including an appropriate grouping of sidewalk segments and/or signal improvements. The amount paid the Contractor shall be the amount due less 5% retainage. The retainage shall be held by the Town until completion of the Work.

Payments will be due within thirty (30) days after receipt by the First Selectwoman of each invoice bearing indicia that the First Selectwoman has approved the completion of the Work for the applicable phase.

#### **SECTION 2 – ADMINISTRATION BY THE TOWN**

The Work to be performed under this Contract shall be administered on behalf of the Town by the First Selectwoman, or his/her designated representative.

#### **SECTION 3 – CONTRACT DOCUMENTS AND DESIGNATED REPRESENTATIVE**

For the purposes of this Contract, “Work” means and includes all work described in the Contract Documents consisting of this Agreement, Construction Narrative, Invitation to Bid, Information for Bidders, Bid Proposal, Special Conditions, Special Provisions, Technical Specifications,

Drawings, Maps, Addenda (whether issued prior to opening of Bids or execution of the Agreement), all bonds and insurance certificates submitted by the Contractor, any other document included in the Bid Documents Package prepared for Bidders, and all provisions required by the State of Connecticut whether inserted or not.

Prior to commencing Work, Contractor shall provide the First Selectwoman with the name, e-mail address and mobile phone number of the official within Contractor’s organization (the “Designated Representative”) who will be responsible, on behalf of Contractor, for responding to questions, comments and instructions of the First Selectwoman. The Designated Representative shall be available on all days when Work is in progress to meet with the Director at the site or sites at which the Work is being performed within two (2) hours of receipt of a telephone call, voicemail message, text or email from the First Selectwoman. If the Designated Representative will be out of the office or otherwise unavailable on a day or days when Work is in progress, the Designated Representative shall notify the First Selectwoman in advance and provide the name, e-mail address and mobile phone number of an alternate official within Contractor’s organization who will be responsible, on behalf of Contractor, for responding to questions, comments and instructions of the First Selectwoman. Contractor’s Designated Representative is as follows:

Name	E-mail	Mobile Phone Number

**SECTION 4 – EXAMINATION OF DOCUMENTS AND CONDITIONS**

Contractor represents that one or more of its representatives has carefully examined all the Contract Documents and visually inspected all project work areas referenced in the Contract Documents. Contractor represents that it: (a) is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may, in any way, affect the Work to be done and labor and materials to be furnished for the proper completion of the Work, including, without limitation, the existence of poles, stanchions, wires, pipes, conduits and other facilities and structures of municipal and public service corporations; (b) has secured that information by investigation, research, and inquiry into all reasonably available data concerning the project areas and has not relied upon the estimates or records of the Town; and (c) will make no claim against the Town by reason of reliance on any estimates, tests, information, data or representations made by any agent, representative or employee of the Town, or for costs incurred as a result thereof.

**SECTION 5 – DATES OF COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES**

Contractor will begin Work within ten (10) days of receipt of a Notice to Proceed issued by the Director. Contractor will complete all Work by September 30, 2024 (the “Completion Date”). If, at any time, Contractor concludes that an extension of the Completion Date or any interim deadline indicated in the Work Schedule is required due to weather conditions, material shortages or other circumstances beyond Contractor’s control, Contractor shall deliver to the Weston First Selectwoman a written change order request. No extension of the Completion Date or any interim

deadline indicated in the Work will be permitted unless memorialized in a written change order request approved and signed by the Weston First Selectwoman.

The Bidder must also agree to pay as liquidated damages in the amount of Eight Hundred Dollars and Zero Cents (\$800.00) for each consecutive calendar day in excess of the specified completion date.

#### **SECTION 6 – ALTERATIONS AND OMISSIONS**

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the Town exceeding the Total Price. The Town reserves the right, at any time during the progress of the Work, to alter the Contract Documents, remove any work from the Contract Documents, or alter any other portion of the Work as the Town deems necessary. In such event, allowances for additions and/or deductions to the Total Price will be made commensurate with the changes in the scope or extent of the Work. Any such action by the Town shall not constitute grounds for a claim by Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid and as built.

#### **SECTION 7 – CONTINGENCIES, EXTRA WORK AND CHANGES**

Whenever the Town determines that, from any cause not foreseeable at the time of this Contract, the scope of Work should be altered to provide for changes, deletions, contingencies, or additional or extra Work, the Weston First Selectwoman may issue a change order to Contractor who shall forthwith commence the Work necessary to comply with the change order. No extra work shall be commenced or undertaken nor shall any be deleted until the Weston First Selectwoman has issued and signed a written change order.

#### **SECTION 8 – NO COLLUSION OR FRAUD**

Contractor represents that: (a) the only person or persons interested as principal or principals in the Bid are named therein; (b) this Contract has been secured without any connection with any person or persons other than those named; (c) this Contract was secured without collusion or fraud; and (d) no elected or appointed official or employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of this Contract, in the supplies, work or business to which it relates, or in any portion of the profits thereof.

#### **SECTION 9 – PAYMENT FOR QUANTITIES PLACED**

As the Work progresses in accordance with the Contract Documents and in a manner that is satisfactory to the Town, the Town will make payments to Contractor, based upon the Contractor's Schedule of Values and completed Work invoiced. Payment shall be made only after acceptance of the completed Work by the First Selectwoman.

## **SECTION 10 – FINAL ACCEPTANCE OF WORK**

When, in the opinion of the First Selectwoman, the Contractor has fully and properly performed the Work in accordance with the Contract Documents, the First Selectwoman shall issue a final certificate of acceptance.

## **SECTION 11 – ACCEPTANCE OF PAYMENT**

Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the Town from any and all claims of any liability or responsibility to Contractor for anything done to, furnished for, relating to or in connection with the Work, and for any act or omission on the part of the Town or any of its elected or appointed officials or employees unless Contractor has delivered a detailed written statement of claim to the Town prior to the acceptance of payment. The statement must specify the items and details upon which the claim is based and any claim shall be limited to the items indicated in the statement. The Contractor's refusal to accept the final payment, as tendered, shall constitute a waiver of any right to interest thereon.

## **SECTION 12 – RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

If, at any time, the First Selectwoman determines that the Work is not being performed according to the Contract Documents or for the best interest of the Town, the execution of the Work by Contractor may be temporarily suspended by the First Selectwoman, who may then proceed with the Work under the First Selectwoman's own direction with the Town's own forces or other personnel in accordance with the Contract Documents and in such manner as the First Selectwoman determines to be in the best interests of the Town; or the First Selectwoman may terminate the Contractor's engagement under this Contract while the Work is in progress, and thereupon proceed with the Work in such manner and by such process as the First Selectwoman determines to be in the best interest of the Town.

## **SECTION 13 – REJECTED WORK AND MATERIAL**

If the First Selectwoman finds that the materials furnished or the Work performed by Contractor does not conform with the Contract Documents and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the First Selectwoman, by and at the expense of Contractor. Contractor agrees that it shall at once remove from the site at its own expense all Work or material which may be rejected by the Town and replace the same with Work or material satisfactory to the Town.

## **SECTION 14 – PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Contractor shall, within thirty (30) days after its receipt of payment from the Town, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by Contractor and paid by the Town. Contractor shall provide the Town with proof of payment before releasing any bonds.

## **SECTION 15 – LAWS, PERMITS, AND LICENSES**

Contractor shall observe all federal, State, and local laws and regulations and agrees to procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

## **SECTION 16 – CHRO CONTRACT COMPLIANCE**

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

The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the

contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations.

## **SECTION 17 – SUCCESSORS AND ASSIGNS**

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding, this Contract may not be assigned by Contractor nor shall Contractor's rights, title or interest herein or hereto be assigned or transferred without the prior written consent of the Weston First Selectwoman.

## **SECTION 18 – INSURANCE AND INDEMNIFICATION**

Contractor shall obtain, at its own cost and expense, all insurance indicated below and keep the same in continuous effect until the First Selectwoman indicates the termination of the Contractor's responsibilities under this Contract. Before commencing the Work, Contractor shall furnish the Town with a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the Town. Each insurance certificate shall be endorsed to name the Town as an additional insured party and shall provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination of or any change in the policy.

Contractor expressly agrees to at all times indemnify, defend and hold harmless the State, Town, and any of either the State's or Town's elected and appointed officials and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including attorneys' fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Work to be performed by Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract and shall not be limited by reason of any insurance coverage.

- A. Minimum Limits of Insurance. Contractor shall maintain minimum limits of insurance as follows:
1. General liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.
  2. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employer's Liability: Workers compensation limits as required by the State of Connecticut and Employer's liability limits of \$500,000 per accident.



4. Contractual Liability: \$1,000,000 combined single limit per occurrence and aggregate for bodily injury personal injury and property damage applying to the indemnity agreement which is part of this Contract.
  5. Umbrella or Excess Liability; \$5,000,000.
- B. Deductibles and Self Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either: the insurer may reduce or eliminate such deductibles or self-insured retentions as respects Town; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. The policies are to contain, or be endorsed to contain the following provisions:
1. General Liability Coverages
    - a. The State, Town, and any of either the State's or Town's elected and appointed officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on the behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its elected or appointed officials or employees.
    - b. Comprehensive Auto Liability Coverage applies to all automobiles owned, leased, hired or borrowed by Contractor.
    - c. Contractor's insurance coverage shall be primary insurance as respects Town, its elected and appointed officials and employees. Any insurance or self-insurance maintained by Town shall be excess of the Contractor's insurance and shall not contribute with it.
    - d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town.
    - e. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to the limits of the insurer's liability.
  2. Workers Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the State, Town, and any of either the State's or Town's elected and appointed officials and employees for losses arising from Work performed by Contractor for the Town.

3. All Coverages. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
  - E. Verification of Coverage. Contractor shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before the Work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements of this Section.
  - G. Hold Harmless. Contractor shall save, keep, and hold harmless the State, Town and any of either the State's or Town's elected and appointed officials and employees from all damages, costs or expenses in law or equity that shall at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing the Work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. The Town will not be held liable for any accident, loss or damage to the Work prior to its completion and acceptance. Contractual liability insurance shall be required in accordance with the limits to be established by the Town.
  - H. Indemnification. Upon failure of Contractor to furnish, deliver and maintain insurance as required by this Section, this Contract, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of Contractor to take out and/or to maintain the taking out and/or maintenance of any required insurance, shall not relieve Contractor from any required insurance, or from any liability under this Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification.

## **SECTION 19 – BONDS**

Contractor shall procure and maintain without any expense to the Town and until final acceptance of the Work the following.

- A. Performance Bond. A bond or bonds from a surety bond licensed to do business in the State of Connecticut, in an amount equal to one hundred (100) percent of the Total Price which shall be binding with a surety or sureties satisfactory to the Town, for the faithful performance of the Work provided for in this Contract.

- B. Payment (Labor and Material) Bond. A bond or bonds from a surety bond licensed to do business in the State of Connecticut equal to one hundred (100) percent of the Total Price which shall be binding with a surety or sureties satisfactory to the Town, for the protection of persons supplying labor or materials in the prosecution of the Work provided for in this Contract.
- C. All bonds shall be submitted to the Weston First Selectwoman for review at least five (5) days prior to the scheduled signing of this Contract. No Work under this Contract shall commence until the bonds have been properly completed, submitted and approved as to form and amount. Notwithstanding, the First Selectwoman may, in the First Selectwoman's discretion, accept bonds sequentially as follows. The First Selectwoman may accept separate bonds prior to commencement of Work on any phase described in the Work Schedule, provided that the amount indicated in each such separate bond is equal to the cost of the Work of the applicable phase and Contractor delivers a new bond or a satisfactory renewal or reaffirmation issued by the surety prior to commencement the next phase of the Work.

## **SECTION 20 – SUBCONTRACTING**

Contractor shall not subcontract any portion of the Work unless the prior consent of the First Selectwoman is given for both the Work to be subcontracted and the subcontractor to perform the Work.

## **SECTION 21 – GENERAL PROVISIONS**

- A. This Contract shall be deemed binding only to the extent that money is available and appropriated by the Town for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the Town beyond such moneys as are properly made available and appropriated for the project.
- B. The relationship of Contractor to the Town is that of an independent contractor. Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the Town by reason of this Contract and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason of this Contract, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- C. Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. If the Contractor is unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. Contractor further agrees to include the foregoing

certification in any subcontract or purchase order which it may enter into in furtherance of the Work contemplated under this Contract.

- D. No elected or appointed official or employee of the Town, shall have any personal interest, direct or indirect, in this Contract and Contractor covenants that no person having such interest shall be employed in the performance of this Contract.
- E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in Connecticut state courts.
- F. Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the Town, and shall commit no trespass on any private property in performing any of the Work.
- G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.
- H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
- I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.
- J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:           Town of Weston  
                                  Attention: First Selectwoman  
                                  56 Norfield Road  
                                  Weston, CT 06883

To Contractor:       \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

- K. Contractor represents that it is licensed to do business in the State of Connecticut and that it has the experience, equipment, labor force and skill to perform the Work.
- L. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original of this Contract and all of which, when taken together, will be deemed to constitute one and the same contract. The exchange of copies of this Contract and of signature pages by Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes.

*{This space intentionally left blank. The next page is the signature page.}*

IN WITNESS WHEREOF, the duly authorized representative of the Town and Contractor has set their hands as of the date first listed on Page 1.

TOWN OF WESTON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONNECTICUT DEPARTMENT OF LABOR**

**WAGE AND WORKPLACE STANDARDS**

**PREVAILING WAGE BID PACKAGE**

**CONTENTS**

- Minimum Rates and Classifications for Building Construction (ID# 24-63828)
- Prevailing Wage Law Poster
- Section 31-53b: Construction Safety and Health Course. Proof of completion required for employees on public building projects.
- Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course
- Notice for All Mason Contractors
- CT General Statute 31a-55a
- Contracting Agency Certification Form
- Contractor’s Wage Certification Form
- Payroll Certification – Public Works Projects
- Occupational Classification Bulletin
- Footnotes





4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	34.5	27.26
4) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	34.75	27.26
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	35.0	27.26
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.	35.5	27.26
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	35.25	27.26
4e) Group 6: Blasters, nuclear and toxic waste removal.	37.5	27.26
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	37.5	27.26
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	35.0	27.26
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	34.5	27.26
4i) Group 10: Traffic Control Signalman	20.7	27.26
4j) Group 11: Toxic Waste Removers A or B With PPE	37.5	27.26

As of: July 7, 2024

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.	39.54	28.68
5a) Millwrights	40.56	28.87
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)	45.4	33.57+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	39.19+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.63	25.80+ a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	50.79	28.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a

As of: July 7, 2024

Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	50.4	28.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	48.22	28.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	47.4	28.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	46.9	28.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a

As of: July 7, 2024

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	45.63	28.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	42.57	28.80 + a
Surveyor: Chief of Party	45.87	28.80 + a
Surveyor: Assistant Chief of Party	42.3	28.80 + a
Surveyor: Instrument Man	40.7	28.80 + a
Surveyor: Rodman or Chainman	35.03	28.80 + a

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

As of: July 7, 2024

10a) Brush and Roller	38.07	25.80
10b) Taping Only/Drywall Finishing	38.82	25.80
10c) Paperhanger and Red Label	38.57	25.80
10e) Blast and Spray	41.07	25.80
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	49.58	36.15
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Rofer: Cole Tar Pitch	45.0	23.85 + a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.5	23.85 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	53.22	46.19
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)	49.58	36.15
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	33.16	32.36 + a
17b) 3 Axle, 2 Axle Ready Mix	33.27	32.36 + a

As of: July 7, 2024

17c) 3 Axle Ready Mix	33.33	32.36 + a
17d) 4 Axle	33.39	32.36 + a
17e) 4 Axle Ready Mix	33.44	32.36 + a
17f) Heavy Duty Trailer (40 Tons and Over)	35.66	32.36 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	33.44	32.36 + a
17h) Heavy Duty Trailer up to 40 tons	34.39	32.36 + a
17i) Snorkle Truck	33.54	32.36 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	49.98	32.85 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

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

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](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.

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

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

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

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

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

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

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

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

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

As of: July 7, 2024

As of: July 7, 2024



Opportunity \* Guidance \* Support



# **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](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](http://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 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**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  
contains 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  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_



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)



## **Information Bulletin** ***Occupational Classifications***

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

- **CARPENTERS, MILLWRIGHTS. 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.

- **LABORER, CLEANING**

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

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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



- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

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

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

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

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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

## **TECHNICAL SPECIFICATION 100 ASPHALT SHINGLE ROOFING**

### **100.1 SCOPE OF WORK**

This technical specification covers the furnishing of all labor, materials, testing, submittals, tools, and equipment necessary for asphalt shingle roofing replacement construction activities described under this contract.

### **100.2 MATERIALS**

- A. Materials used for the construction of the construction site entrance pad shall conform to the following:
  - 1. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards.
    - a. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
    - b. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
    - c. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
    - d. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
    - e. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
    - f. ASTM D 3462 - Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
    - g. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
    - h. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
  - 2. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TFWZ.R21)
    - a. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
    - b. UL 997 - Wind Resistance of Prepared Roof Covering Materials. Asphalt Roofing Manufacturers Association (ARMA)
  - 3. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
  - 4. National Roofing Contractors Association (NRCA)
- B. Manufacturer
  - 1. GAF, 1 Campus Drive, Parsippany NJ 07054 or approved equal. Proposed substitutions shall demonstrate compliance with section 100.2A and may be approved or disapproved at the sole discretion of the Owner.
- C. Shingles
  - 1. Self-sealing, granule surfaced, asphalt shingle, fiberglass reinforced.

2. Color: To be determined by owners representative
- D. Hip and Ridge Shingles
1. High profile self-sealing hip and ridge cap shingle matching the color of selected roof shingle.
- E. Starter Strip
1. Self-sealing starter shingle designed for premium roof shingles.
- F. Leak Barrier
1. Self-adhering, self-sealing, bituminous leak barrier surfaced with fine, skid-resistant granules.
- G. Shingle Underlayment
1. Superior quality, water repellant, non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869.
- H. Attic Ventilation
1. Ridge Vents: Rigid plastic ridge ventilator designed to allow the passage of hot air from attics while prohibiting snow infiltration. For use in conjunction with eave/soffit intake ventilation products.
  2. Fascia and Soffit/Under Eave Vents: Flexible rigid plastic ridge ventilator designed to allow the passage of hot air out of attics at the rooftop along the eaves. For use in conjunction with ridge ventilation products.
- I. Nails
1. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).
- J. Flashing
1. General: All miscellaneous formed aluminum flashings and items required for the project in various thicknesses and profiles as required to suit conditions shall be as applicable. Provide minimum .040" thick flashings and members.
- K. Plywood
1. Removal work shall include the examination of the existing wood deck to determine the scope of replacement necessary to provide an acceptable surface. Replacement work shall include removal of all unacceptable wood sheathing, replaced with exterior grade plywood, wood strips. All wood thicknesses shall match existing conditions. Pricing shall include replacement cost of plywood, including installation, on a per sheet basis.
- L. Gutters
1. Gutter and Rain Leader: Gutter shall be fabricated using minimum .050" aluminum sheet stock to profiles 5" x 6" using Style B rectangular design as described in SMACNA. Gutters shall be fabricated in long lengths as practical provided with expansion joint covers and end closures, and shall include 3/32" x 1-1/4" wide aluminum gutter spacers equal to Alcoa, located 2'-6" on centers. Provide 3" diameter .050" aluminum rain leader including basket strainer and all required brackets and elbows. Provide discharge outlet and precast concrete splash block at each rain leader.

#### M. Precast Concrete Splash Blocks

1. Precast concrete splash blocks located at roof leaders shall be 12" x 12" x 2" thick. Concrete shall have a twenty-eight day compressive strength of 2500 psi. Concrete shall be air entrained with smooth troweled surfaces and edges.

#### N. Exterior Trim

1. Remove existing wood trim, fascia and rake boards on the entire building that show signs of rot or failure.
2. Install new plastic wood (simulated wood) trim boards to match existing sizes and in accordance with manufacturer's recommendations. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8-inch in 8'-0" for plumb and level. 1/8-inch maximum offsets in revealed adjoining surfaces.
3. Scribe and cut work to fit adjoining work, refinish cut surfaces and repair damaged finish at cuts. Anchor woodwork to anchor or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Fasteners to be punched or countersunk and filled flush with woodwork.
4. Miter inside and outside corners. Scarf joints.
5. Install continuous pieces in the longest possible lengths. Glue joints with manufacturer's adhesive and clamp pieces until set. Allow for expansion of 1/8" per 18 linear feet of continuous run and seal gaps with compatible sealant.
6. Carefully scribe work that is against other building materials, leaving gaps of 1/8-inch maximum.
7. Paint replacement trim, fascia and rake boards with two coats 100% exterior grade semi-gloss acrylic latex paint in accordance with manufacturer's recommendations.

### 100.10 SUBMITTALS

- A. Product Data: Submit manufacturer's product data indicating material characteristics, performance criteria, and limitations.
- B. Samples: Submit two of each type shingle selected; two 12" x 12" of metal flashing indicating finish; two samples of 12" x 12" underlayment and water shield; and three samples of each type nail required for asphalt shingle and flashing.
- C. Manufacturer's Installation Instructions: Submit installation criteria and procedures.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

### 100.10 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.
- B. Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

#### 100.5 REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

#### 100.6 PRE-INSTALLATION MEETING

- A. General: A pre-installation meeting shall be required.
- B. Timing: The meeting shall take place within two weeks prior to the start of the roofing installation.
- C. Attendees: Meeting's mandatory attendees shall include the certified contractor and the owner's representative
- D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

#### 100.7 DELIVERY, STORAGE, AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed manufacturer's recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

#### 100.9 REMOVAL AND DISPOSAL OF ALL WASTE

- A. Removal and proper disposal of all waste shall be the responsibility of the contractor. Contractor shall inspect all work areas daily for nails and other waste products from the project.

#### 100.8 WEATHER CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.
- B. Install self-adhering ice and water dam protection sheet underlayment within the range of ambient and substrate temperatures as recommended by the manufacturer.
- C. Do not apply roofing membrane to damp or frozen deck surfaces.



## 100.9 WARRANTIES

- A. Shingle Material Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.
  - 1. Material Warranty Period: 25 years from date of Substantial Completion, prorated, with first 5 years non-prorated.
- B. Workmanship and Product Warranty: In addition to the manufacturer's product warranty, provide a one (1) year written guarantee commencing from date of Owner's acceptance for the replacement of all defective work related to the roofing, including but not limited to asphalt shingle installation, felts, watershed, metal work and other related installed work.
- C. Wind-Speed Warranty: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 60 mph.

## 100.10 EXECUTION

- A. Examination
  - 1. Do not begin installation until the roof deck has been properly prepared.
- B. Preparation – Tear Off
  - 1. Remove all existing roofing down to the roof deck.
  - 2. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25mm) in diameter, cracks over ½ inch (12mm) in width, loose knots and excessively resinous areas.
  - 3. Replace damaged deck with new materials.
  - 4. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.
- C. Preparation – Recover
  - 1. Verify that the deck is structurally sound and free of deteriorated decking. All deteriorated decking shall be removed and replaced with new materials.
  - 2. Verify that the existing shingles are dry, sound, clean and smooth. All curled, buckled or loose tabs shall be nailed down or removed.
  - 3. Clean shingle surfaces thoroughly prior to installation of eaves protection membrane and underlayment.
- D. Installation of Underlayments
  - 1. General: Install using methods recommended by the manufacturer, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence. Install full deck coverage with an approved self-sealing leak barrier (ice and water) such as GAF WEATHERWATCH.
  - 2. Eaves: Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.

3. Valleys: Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.
4. Hips and Ridges: Install GAF leak barrier along entire lengths. If ridge vents are to be installed, position the GAF leak barrier so that the ridge slots will not be covered.
5. Roof Deck: Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves or valley. Install sheets horizontally so the water sheds and nail in place.
  - a. On roofs sloped at 4:12 or greater, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
  - b. On roofs sloped between 2:12 to less than 4:12, lap horizontal edges at least 19 inches (482 mm) and at least 19 inches (482mm) over eaves protection membrane.
  - c. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
  - d. Lap roof deck protection over the leak barrier in the valley at least 6 inches (152mm).
6. Penetrations: All Penetrations are to be flashed according to GAF, ARMA and NRCA application instructions and construction details.
7. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
8. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
9. Skylights and roof hatches: Install eaves protection membrane from under the built-in counter flashing and 12 inches (305mm) on to the roof surface lapping over roof deck underlayment.
10. Chimneys: Install eaves protection membrane around the entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
11. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

#### E. Protection

1. Protect installed products from foot traffic until completion of the project.
2. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

### 100.11 PAYMENT

Payment for this item will be based on the contract price including all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified. Partial payment in the amount of 50% for lump sum items will be paid upon Contract execution with the remaining payment made upon the final completion and acceptance of the work by the Owner. No partial payment shall be made for the replacement of plywood. Replacement of plywood will be paid at the per Sheet unit cost upon the satisfactory installation of said plywood. If the contract

construction limits are reduced or increased, the Town and the Contractor shall negotiate a reasonable change to the lump sum costs.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Removal and disposal of existing asphalt shingles, installation of Lifetime asphalt shingles, weather watch the entire roof, drip edge and roof boot. (Lump Sum)	Lump Sum
Installation of gutters (Lump Sum)	Lump Sum
Replacement of plywood (Per Sheet)	Per Sheet