Hartford

PROCUREMENT SERVICES

ADDENDA

Date	September 14, 2009	
Addenda Number	# 3	

REQUEST FOR PROPOSALS FOR Hyland Park Ground Floor Early Learning Center						
RFR NUMBER 4451						
DUE DATE	2:00 PM	September 17, 2009				

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

General

A. Alternate # 3 should apply to Rooms 007, 010, 011. Delete Section 1 Response Forms add Revised Section 1 Response Forms.

Drawings

- 1. Drawing A6.2 Finish Schedule and Material List
 - Pattern for base flooring is as follows: Room 007 is single color MCT-810; Room 011 is single color – MCT-707; Room 010 is two colors – MCT-810 and MCT-707 with demarcation line shown on detail 1, Finishes Plan.
 - Pattern for alternate flooring is as follows: Room 007 is single color

 SP-1; Rooms 010 and 011 are two colors SP-1 with SP-2
 border as shown on detail 2, Alternate # 3 Flooring Plan.
 - Delete "4 x 12" Ceramic Tile base # S-44C9 for CB-1. Provide "3 x 12" bull nose base # S34C91P1 for CB-1.
 - Add note: New flooring to be installed over existing rubber flooring as follows: Manufacturer to provide adhesion compatibility test, approve existing substrate for new flooring installation, and clean existing flooring to remove all wax and oils.

REVISED SECTION 1.0

RESPONSE FORMS

Responses are to be delivered to:

Hartford City Hall, Procurement Services, 550 Main Street, Suite 100 Hartford, Ct. 06103.

no later than the deadline date and time. Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original response package as "ORIGINAL" on the front cover. See Section 3.1 for more information.

Response Check List

(NOTE: This Check List may not contain every response item for every solicitation. It is the Responder's responsibility to ensure submittal of all required response information.)

	Response Signature form completed (Section 1.1)
\sqcup	Response pricing completed (Section 1.2)
Ш	Statement of Qualifications completed (Section 1.3)
	Certified by the City as an Equal Employment Opportunity Employer
	(http://www.hartford.gov/human_relations/ohr2.0/MWBE Certification.htm)
	Current in taxes and other fees owed to the City?
	Acknowledged Addenda (Section 1.1)
	Satisfy Living Wage requirements for service contracts where local labor pool is
	used (http://www.hartford.gov/purchasing/Documents.htm)
	Bid bond (if required in the Invitation To Respond)
	Current with State's Pre-Qualification Requirements?
	(http://www.das.state.ct.us/Purchase/redir Prequal.asp)
	Satisfy the Minority Utilization requirement (indicated on the Summary page,
	usually page 2 of the bid documents) and completed the forms (found at the end
	of Section 1)
	The electronic files, from which you printed your hard copy proposal, are to be
	emailed to the buyer within one hour AFTER the deadline for submitting hard
	conv responses. See section 3.1 F

Electronic Bid Bonds

* If a bid bond is required and you choose to submit an electronic bid bond, please be advised that upon signing your bid with the digital signature you are also signing the Bid Bond. All legal obligations associated with the bid bond will be validated upon signing of the bid with the digital signature.

Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: http://www.hartford.gov/purchasing/documents.htm and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

Response Summaries:

Response summaries will be available over the Internet, to those that responded, at http://www.das.state.ct.us/Purchase/Portal/Portal Home.asp. This summary information will be available anytime after 5:00 PM on the opening date and time. Results will not be provided over the phone.

1.1 REVISED RESPONSE SIGNATURE FORM – HYLAND PARK GROUND FLOOR EARLY LEARNING CENTER F07-11 RFR # 4451

Company Name -			
Address -			
Phone -	Fax -	Email -	
Manager -		Fed ID#	

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned hereby declares that no reason or persons other than those named herein are interested in this proposal, which is made without any connection with any other person or persons making any proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Hartford is directly or indirectly interested therein, or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of said City of Hartford.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in City of Hartford, State of Connecticut or federally funded projects (Executive Order 12549).

The undersigned certifies under penalty of false statement that the information provided in this response is true.

iii iiiio reoperio									
Delivery / Initi	iate Services:			Calendar days after receipt of contra				of contract.	
Bid Security provided by	bond numbe	c bonds enter r otherwise ppropriate box	Electronic Bond #				□ Certified Check		
EEO Certification Status (check one) See s			ection 3	3.10	Current and on file			EEO form attached	
DAS Prequalified Contractor? (non highw projects >\$500,000 see: http://www.das.s						[State	Update ment attached		
Insurance Age	ent Name -				Te	el			
Submitted by -									
Printed nam	ne and title							Date	
		(Authorized Ag	ent of C	Compa	any)				

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum # . Dated . Addendum # . Dated .

Addendum # . Dated . Dated .

1.2 RESPONSE PRICING

Base or Lump Sum Bid and, if called for in the documents Alternates and Unit Pricing

BASE BID and ALTERNATES

BASE BID as shown on the c specifications including the \$4	\$	
Base Bid in words (if submitting a handwritten response)		
	se Contract Sum the cost to add ont as detailed on the Construction	\$
	se Contract Sum the cost to provide a valk and ADA parking space as Orawings.	\$
to luxury vinyl flooring for roor	se Contract Sum the cost to upgrade ns 007, 010 and 011. Also provide the o Solid Surface as indicated on the	\$

1.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in bus	siness -	DUNS Number:					
2. Number of personnel e	mployed Part ti	me - , Full time - ,					
3. List six contracts of this	s type/size your	firm has completed within the la	ast three yea	ars:			
Project	Date	Contact Person	_	ne No.			
	F	<u>'</u>	<u> </u>				
4. DAS CONTRACTOR PREQUALIFICATION	in your fina your most or renewed	that there has been no substant ancial position or corporate struct recent prequalification certificate d, other than those changes note tement (attached).	cture since e was issue	YES NO			
5. ORGANIZATIONAL	General pa	general partnership					
STRUCTURE OF		limited partnership					
BIDDER (check which applies)		limited liability corporation					
app.:.co)		limited liability partnership,					
		corporation doing business under a trade name					
		individual doing business under a trade name					
	other (spec						
		511 y)					
6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY	Secretary of Certificate OF days of the	ut corporations - Will the of State be able to issue a of Good Standing within 30 bid opening?	Yes	No 🗆			
STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled SEE SECTION 3.17 Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? If a license is not required for the services being provided have you filed with the Connecticut Secretary of State?				No 🗆			
	any and the na	f a parent company? If so, Indic me of the agent for service <u>if dif</u>					
Business Name .							
Address .							

City	. Staf	e.	Zip .
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

8. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential if it is submitted via an email that requests confidentiality or it hand delivered, in a separate sealed envelop marked "Confidential."

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

9. Taxpayer's Identification Number:

Respondents must provide their Taxpayer Identification Number on the response form (Fed ID#). Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City. Copies of this form are available at: http://www.hartford.gov/purchasing/documents.htm

Additional information may be requested subsequent to your responding to this solicitation.

1.4 SUBCONTRACTOR INFORMATION

Forms labeled Section 1.4 are provided below to accommodate the Base Bid (or Lump Sum) and alternates (if called for) in this Request for Response (RFR).

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
\square					

1.4 SUBCONTRACTOR INFORMATION

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid and if the subcontractor is a City certified W/MBE business.

Bidder agrees to subcontract the portion of the work stipulated below to W/MBE businesses. A copy of the contract between the bidder and the subcontractor will be required prior to award of the contract.

Note: The provisions of section 3 and 4 of public act 03-215, Prequalification now applies to subcontractors.

Trade or Nature of Work	Business Name and Address	W/MBE √	% of Base Bid	Subcontract \$ Value
TOTAL SUBCONTRAC				
TOTAL W/MBE SUBCO	ONTRACT VALUE			

Subcontract % to total project

W/MBE Subcontract % to total project %

Base B	id Alternate	1 Alternate	2 Alternat	te 3 Alterna	te 4 Alternate 5

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TOTAL SUBCONTRAC				
TOTAL W/MBE SUBCO	ONTRACT VALUE			

Subcontract % to total project

W/MBE Subcontract % to total project %

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5
		\boxtimes			

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TOTAL SUBCONTRAC				
TOTAL W/MBE SUBC	ONTRACT VALUE			

Subcontract % to total project

W/MBE Subcontract % to total project %

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Trade or Nature of Work	Business Name and Address	W/MBE √	% of Base Bid	Subcontract \$ Value
TOTAL SUBCONTRAC				
TOTAL W/MBE SUBCO	ONTRACT VALUE			

Subcontract % to total project

W/MBE Subcontract % to total project

1.5. Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the

City as an Equal Employment Opportunity Employer. Certifications must be renewed annually.

If your firm is not currently certified you may obtain the required forms on-line at: http://www.hartford.gov/purchasing/documents.htm and submit completed forms with your

response. To check the current status of your EEO certification contact the Office of Human

Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

All remaining specifications, terms and conditions remain the same.

Carita Rozie

Principal Administrative Analyst

End of Addendum #3

Hartford P

PROCUREMENT SERVICES

ADDENDA

Date	September 8, Day	2009
Addenda Number	# 2	

REQUEST FOR PROPOSALS FOR Hyland Park Ground Floor Early Learning Center				
RFR NUMBER	BIDNO	4451		
DUE DATE	2:00 PM	September 17, 2009		

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

General

- A. *Deadline for response is extended to 2:00 PM, September 17, 2009.
- B. For additional building access contact Martha Mason @ (860) 757–9537.

Drawings

- 1. Drawing M5.1 Mechanical Schedules
 - Change note # 2 in the Electric Heater Schedule last sentence to read "...Coordinate installation of one unit with other trades."
- 2. Drawing E1.1 Electrical Lighting Plan Symbols List and Notes
 - Add Exit Sign Lighting Fixture Lithonia, #LQMSW1R120/277ELN, 120V, LED Lamp included with fixture, white, emergency battery
 - Add note for "B" fixtures: "Connect power ahead of the dimmer. The fixtures will operate independent of the "A" fixtures by an integral rocker switch in the fixture.
- 3. Drawing E2.1 Electrical Power Plan Panel Schedule and Specifications
 - Existing fire alarm system is Simplex. Provide devices to match.

All remaining specifications, terms and conditions remain the same.

Carita Rozie

Principal Administrative Analyst

Hartford

PROCUREMENT SERVICES

ADDENDA

Date	September 1, Day	2009
Addenda Number	# 1	

REQUEST FOR PROPOSALS FOR Hyland Park Ground Floor Early Learning Cent					
RFR NUMBER	BIDNO	4451			
DUE DATE	2:00 PM	September 10			

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

Drawings

- 1. Drawing A2.1 Ground & First Floor Plans
 - Wall type # 4 described in wall types table is not used.
- 2. Drawing A10.1 Ground Floor Reflected Ceiling Plan
 - Where new ceiling is called out as gypsum board use 5/8" standard gypsum board.
- 3. Drawing A2.1 Ground & First Floor Plans
 - New toilet partition layout is to match existing layout.
- 4. Drawing A6.2 Finish Schedule & Material List
 - In Rooms # 003 and 004 match existing ceramic tile flooring in cut out floor areas.

All remaining specifications, terms and conditions remain the same.

Carita Rozie

Principal Administrative Analyst

End of Addendum #1

REQUEST FOR RESPONSE RFR: 4451

Department of Public Works Project No: FO7-11



BIDTITLE:

HYLAND PARK GROUND FLOOR EARLY LEARNING CENTER 335 NEW BRITAIN AVENUE, HARTFORD, CT

DEADLINE: 2:00 P.M., Thursday, September 10, 2009

<u>Carita Rozie</u> <u>Principal Administrative Analyst</u> rozic001@hartford.gov

INVITATION TO RESPOND

PROJECT NUMBER:	4451
CONTRACT NUMBER	F07-11
DEADLINE :	2:00 PM , SEPTEMBER 10, 2009
BID TITLE :	HYLAND PARK GROUND FLOOR EARLY LEARNING CENTER
SITE LOCATION:	355 NEW BRITAIN AVENUE, HARTFORD, CONNECTICUT

The City of Hartford is soliciting proposals for the Hyland Park Ground Floor Early Learning Center Project. This Contract is for refurbishment of the existing ground floor area into a new Early Learning Center. Work includes sitework, doors and windows, interior demolition and new wall construction, new ceilings, interior finishes, new kitchen, new toilets, sinks and toilet partitions, new lighting and electrical.

Below is an outline of some of the requirements that apply specifically to this project. These requirements are discussed in greater detail in Section 3, General Information.

BID INFORMATION (if not attached) is available upon receipt of this invitation over the Internet at http://www.das.state.ct.us/Purchase/Portal/Portal Home.asp. Drawings associated with this bid, if not included within the bid documents can be viewed at http://www.merrittgraphics.com/. Click on the PlanWell link, select "Public PlanRoom", then select this project. Hard copies may be purchased from Merritt Graphics. Fees to purchase sets are non-refundable and will be posted on the site.

Additionally, plans may be ordered by calling Merritt Graphics at 800.344.4477 and requesting an order form.

Adobe Acrobat reader may be required to view some of this information. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided on the internet bid page.

Businesses without internet access equipment, may contact the Procurement Services Department at 860.757.9610 for any Bid information. Our fax number is 860.722.6607.

A PRE-BID Conference will be held on Tuesday, August 25, 2009 at 11:00 A.M at the Hyland Park Recreation Center located at 355 New Britain Avenue, Hartford, CT. All prospective Bidders are requested to meet at the Ground Floor space accessible from the exterior door entrance on the south side nearest the playing fields. Bidding Contractors are required to attend this pre-bid conference or make other arrangements to view the site.

Bidders will be required to provide:

 10% bid bond, cashier's or certified check with your response (see Standard Instructions). NOTE: The City of Hartford is now providing contractors with the option of submitting an electronic Bid Bond through the Surety2000 website.

Surety 2000 is an Internet-based surety processing, verification and security system, developed in cooperation with the surety industry. Contractors and Surety Agents may contact Surety 2000 at: 1-800-660-3263 or by going to www.surety2000.com for more information.

- Performance, and payment bonds for 100% of the project upon award <u>if the contract value exceeds \$50,000.00</u> (see Standard Instructions).
- Copies of current Federal, State and City certifications as applicable.

SPECIAL NOTES:

- A. Questions related to this project must be received in writing 72 hours in advance of the response submittal deadline. We strongly recommend that prospective Candidates review specifications early in the solicitation process and submit all questions at one time. Written questions are to be sent to the buyer whose name appears on the invitation via email.
- B. A Bidder, as a condition of receiving the award of this contract, will be required to comply with Chapter 2, Article X, (Equal Employment Opportunity) of the Municipal Code and the "Greater Hartford Affirmative Action Plan".
- C. A delinquent tax status will be considered in determining whether a Bidder is responsible.
- D. A Bidder receiving an award will be required to provide proof of Its current standing with the Connecticut Secretary of State's Office (see Response Section, Bidder's Qualifications).
- E. The DAS Contractor Prequalification Program (Public Act 03-215) requires all contractors to prequalify "before they can bid on any construction, alteration, remodeling, repair or demolition of any public building (does not apply to road construction), for work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds. This project is subject to the state prequalification provisions if indicated in the "Construction Contract Summary Sheet" located at the front of this document. Information and application forms related to this program are located on the internet at: http://www.das.state.ct.us/Business Svs/PreQual/Pregual.asp.

PLAN HOLDERS LISTS are available from Merritt Graphics' PlanWell site locates at http://www.merrittgraphics.com/. Lists of Bidders having picked up bid documents will not be provided over the phone.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information and documentation requested, sign and return the complete document, along with your detailed response, to Procurement Services by the due date. We would appreciate the courtesy of promptly advising us if you do not intend to respond.

Sincerely,

Carita Rozie
Principal Administrative Analyst rozic001@hartford.gov

TABLE OF CONTENTS

RFR NUMBER:	4451
CONTRACT NUMBER	F07-11
BID TITLE :	HYLAND PARK GROUND FLOOR EARLY LEARNING CENTER

GENERAL INFORMATION

rev 07/30/09

Title Page (Front Cover)	1
Invitation To Respond	2
Table of Contents (this document)	3
Project Summary Sheet	1
Site Location Map	1
Sample Form of Contract, included in this document by reference is available at:	
http://www.hartford.gov/purchasing/Documents.htm	
Document titled: Sample Form of Agreement AIA A101	
Sample General and Supplementary Conditions, included in this	
document by reference is available at:	
http://www.hartford.gov/purchasing/Documents.htm	
Document titled: General Conditions of the Contract AIA	
<u>A201</u>	
Sample Performance Bond, included in this document by	
reference is available at:	
http://www.hartford.gov/purchasing/Documents.htm	
Document titled: Sample Performance Bond AIA A312	

RESPONSE FORMS

1.1	Response Signature Form	
1.2	Response Pricing	
1.3	Statement of Qualifications	
1.4	Subcontractor Information Forms	
1.5	Bidder's EEO Status and Report	

TECHNICAL SPECIFICATIONS

Technical Specifications					
Division 1 – Gener	al Requirements				
Section 01010	Summary of Work	8			
Section 01020	Allowances	2			
Section 01030	Alternates	2			
Division 11 – Equi	pment				
Section 11451	Residential Appliances	5			

LIST OF DRAWINGS

SHEET NUMBER	TITLE
Cover	Cover Sheet

G0.1	Information Sheet
A2.1	Ground & First Floor Plans
A5.1	Building Section & Elevations
A6.1	Sections, Details and Door Schedule
A6.2	Finish Schedule & Material List
A10.1	Ground Floor Reflected Ceiling Plan
P1.1	Floor Plans - Plumbing
P2.1	Plumbing Fixture Schedule and Details
P2.2	Plumbing Specification & Schedule
MD1.1	Floor Plans – Mechanical Demolition
M1.1	Floor Plans – Mechanical Construction
M2.1	Mechanical Legends and Details
M3.1	Mechanical Details
M4.1	Mechanical Details
M5.1	Mechanical Schedules
M6.1	Mechanical Specifications
ED1.1	Floor Plans – Electrical Demolition Plan & Notes
E1.1	Electrical Lighting Plan, Symbols List & Notes
E2.1	Electrical Power Plan, Panel Schedule & Specifications
SU1.1	Electrical Site Plan

GENERAL INFORMATION FOR PREPARATION OF A RESPONSE

Revision 050809

3.1	How To Respond:	
3.2	Transaction Fee	
3.3	Bidder's Tax Status	
3.4	Bid Bond	
3.5	Prevailing Wages	
3.6	Withdrawal Or Modification Of Bid	
3.7	Examination Of Site And Documents	
3.8	Questions & Addenda	
3.9	Oral Statements Not Binding	
3.10	Basis For Award	
3.11	Criteria For Award	
3.12	Evaluation Of Bidders	
3.13	Notice Of Award	
3.14	Performance Bond And Labor & Material Bond	
3.15	Insurance	
3.16	Failure To Execute Contract	
3.17	Performance Evaluation	
3.18	Contract Documents	
3.19	Subcontractors	
3.20	Equal Employment Opportunity/Affirmative Action	
3.21	EEO/Affirmative Action Report	
3.22	Compliance With Law	
3.23	Governing Law	

LABOR COMPLIANCE

WAGE RATES	26
SAMPLE FORMS - included in this document by reference, are	
available at http://www.hartford.gov/purchasing/Documents.htm Document titled: Standard Construction Sample Forms :	
Certificate of Non-segregated Facilities	1
Notification of Job Openings During Project	1
About Compliance Reports	1
Monthly Workforce Utilization Report	1
Monthly M/WBE Payment Status Report	1
Final M/WBE Payment Status Report	1
Payroll Form WH-347	2

CONSTRUCTION PROJECT SUMMARY SHEET

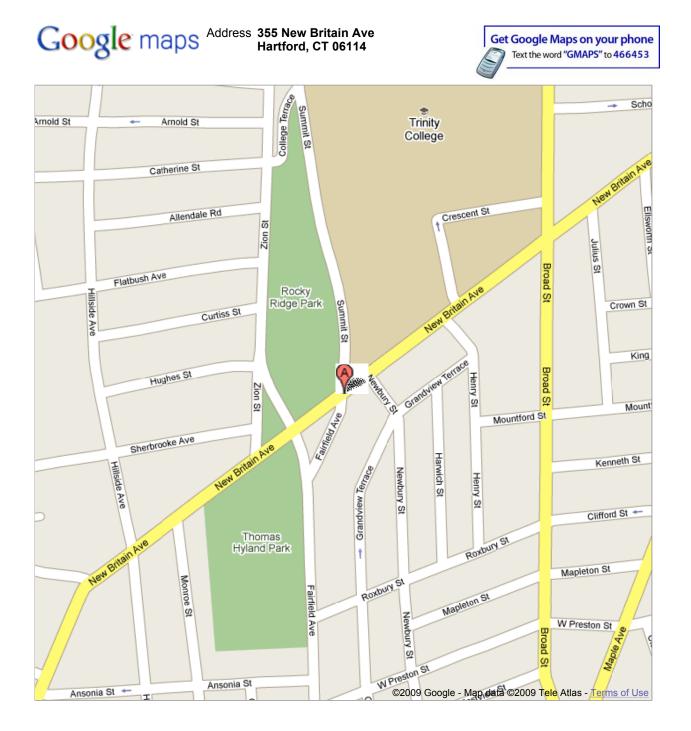
RFR NUMBER:	4451
CONTRACT NUMBER	F07-11
BID TITLE :	HYLAND PARK GROUND FLOOR EARLY LEARNING CENTER

ESTIMATED CONST	RUCTIO	ON COST:	6400,000					
CONTRACT TYPE: (X) OPEN COMPETITIVE WITH W/MBE % GOAL								
	()	SMALL MINOR	ITY BUSINES	S ENT	ERPRI	SE SET	ASIDE	<u>:</u>
	()	SMALL CONTR	RACTOR SET	ASIDE				
STATE OF CONNEC	TICUT	PREQUALIFICA	TION REQUI	RED:	()	YES	(X)	NO
PERCENTAGE OF N	/IBE/WB	E PARTICIPATI	ON REQUIRE	ED: 159	%			
FEDERAL WAGE RA	ATE RE	QUIREMENTS: () YES	(X)	NO			
STATE WAGE RATE	REQU	IREMENTS: (X) YES	()	NO			
HARTFORD BASED	BIDDE	R ADVANTAGE:	(X) APPLIC	CABLE	() NON-A	.PPLIC	ABLE
PLANS AVAILABLE	AS PAR	T OF BID DOCU	JMENTS:	(X) YE	ΞS	() NO		
SPECIAL INSURANC	CE REQ	UIREMENTS: () YES (X) N	0				

CALENDAR DAYS ALLOWED FOR CONTRACT WORK: See Spec Section 01010

LIQUIDATED DAMAGES FOR LATE COMPLETION: \$1,000 PER DAY

DISCLAIMER: THIS SHEET IS PROVIDED FOR GENERAL INFORMATION ONLY AND IS SOLELY INTENDED TO ASSIST BIDDERS IN UNDERSTANDING THE GENERAL SCOPE OF WORK. BIDDERS MUST REFER TO SPECIFIC CONTRACT SECTIONS FOR DETAILS. IN THE EVENT OF A CONFLICT, THE PROJECT AND CONTRACT SPECIFICATIONS SHALL TAKE PRECEDENCE OVER THIS CONTRACT SUMMARY SHEET.



SECTION 1.0

RESPONSE FORMS

Responses are to be delivered to:

Hartford City Hall, Procurement Services, 550 Main Street, Suite 100 Hartford, Ct. 06103.

no later than the deadline date and time. Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original response package as "ORIGINAL" on the front cover. See Section 3.1 for more information.

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Ш	Response pricing completed (Section 1.2)
	Statement of Qualifications completed (Section 1.3)
	Certified by the City as an Equal Employment Opportunity Employer
	(http://www.hartford.gov/human_relations/ohr2.0/MWBE Certification.htm)
	Current in taxes and other fees owed to the City?
	Acknowledged Addenda (Section 1.1)
	Satisfy Living Wage requirements for service contracts where local labor pool is used
	(http://www.hartford.gov/purchasing/Documents.htm)
	Bid bond (if required in the Invitation To Respond)
	Current with State's Pre-Qualification Requirements?
	(http://www.das.state.ct.us/Purchase/redir Pregual.asp)
	Satisfy the Minority Utilization requirement (indicated on the Summary page, usually
	page 2 of the bid documents) and completed the forms (found at the end of Section 1)
	The electronic files, from which you printed your hard copy proposal, are to be emailed
	to the buyer within one hour <i>AFTER</i> the deadline for submitting hard copy responses.
	See section 3.1 F

Electronic Bid Bonds

^{*} If a bid bond is required and you choose to submit an electronic bid bond, please be advised that upon signing your bid with the digital signature you are also signing the Bid Bond. All legal obligations associated with the bid bond will be validated upon signing of the bid with the digital signature.

Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: http://www.hartford.gov/purchasing/documents.htm and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

Response Summaries:

Response summaries will be available over the Internet, to those that responded, at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. This summary information will be available anytime after 5:00 PM on the opening date and time. Results will not be provided over the phone.

1.1 RESPONSE SIGNATURE FORM – HYLAND PARK GROUND FLOOR EARLY LEARNING CENTER F07-11 RFR # 4451

Company Name -			
Address -			
Phone -	Fax -	Email -	
Manager -		Fed ID#	

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various sites, the City's requirements, and the objectives for each element of the project item or service and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned hereby declares that no reason or persons other than those named herein are interested in this proposal, which is made without any connection with any other person or persons making any proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Hartford is directly or indirectly interested therein, or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of said City of Hartford.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in City of Hartford, State of Connecticut or federally funded projects (Executive Order 12549).

The undersigned certifies under penalty of false statement that the information provided in this response is true.

Delivery / Initiate Services:				Calendar days after receipt of contract.			of contract.			
Bid Security provided by	bond nu	mber oth	onds enter therwise priate box Electronic Bond # Bor (hard co				Certified Check			
EEO Certification Status (check one) See s					3.10		Current			EEO form attached
DAS Prequalified Contractor? (non highway projects >\$500,000 see:										

1.2 RESPONSE PRICING

Base or Lump Sum Bid and, if called for in the documents Alternates and Unit Pricing

BASE BID and ALTERNATES

BASE BID as shown on the c specifications including the \$4	ontract drawings and in the 0,000 allowance (see section 01020).	\$
Base Bid in words (if submitting a handwritten response)		
	se Contract Sum the cost to add ont as detailed on the Construction	\$
	alk and ADA parking space as	\$
to luxury vinyl flooring for roon	se Contract Sum the cost to upgrade ns 007, 009 and 011. Also provide the o Solid Surface as indicated on the	\$

1.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in busing	ness -	DUNS Number:							
2. Number of personnel em	nployed Part ti	me - , Full time - ,							
3. List six contracts of this	type/size your	firm has completed within the la	ast three yea	ırs:					
Project	Date	Contact Person	Phon	Phone No.					
			•						
			•						
			•						
4. DAS CONTRACTOR You certify that there has been no substantial change in your financial position or corporate structure since your most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement (attached).									
5. ORGANIZATIONAL	general partnership								
STRUCTURE OF BIDDER (check which	☐ limited part	limited partnership							
applies)	limited liab	limited liability corporation							
	limited liab	limited liability partnership,							
	corporation	corporation doing business under a trade name							
	individual o	individual doing business under a trade name							
	other (spec	other (specify)							
6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY (Secretary of Certificate DF days of the	ut corporations - Will the of State be able to issue a of Good Standing within 30 bid opening?	Yes	No 🗆					
STATE'S OFFICE; e.g., are all required filings current a in good standing or has the entity been withdrawn or canceled SEE SECTION 3.17	a valid lice of Connect required fo	te corporations - Do you have nse to do business in the State icut? If a license is not r the services being provided led with the Connecticut of State?	Yes	No 🗌					

7. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has</u>

been indicated on	the response form:		
Business Name			
Address			
City		State.	Zip .
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

8. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential if it is submitted via an email that requests confidentiality or it hand delivered, in a separate sealed envelop marked "Confidential."

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

9. Taxpayer's Identification Number:

Respondents must provide their Taxpayer Identification Number on the response form (Fed ID#). Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City. Copies of this form are available at: http://www.hartford.gov/purchasing/documents.htm

Additional information may be requested subsequent to your responding to this solicitation.

1.4 SUBCONTRACTOR INFORMATION

Forms labeled Section 1.4 are provided below to accommodate the Base Bid (or Lump Sum) and alternates (if called for) in this Request for Response (RFR).

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5

1.4 SUBCONTRACTOR INFORMATION

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid <u>and if the subcontractor is a City certified W/MBE business</u>.

Bidder agrees to subcontract the portion of the work stipulated below to W/MBE businesses. A copy of the contract between the bidder and the subcontractor will be required prior to award of the contract.

Note: The provisions of section 3 and 4 of public act 03-215, Prequalification now applies to subcontractors.

TOTAL SUBCONTRACT VALUE TOTAL W/MBE SUBCONTRACT VALUE	

Subcontract % to total project

%

W/MBE Subcontract % to total project

%

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5

1.4 SUBCONTRACTOR INFORMATION

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid <u>and if the subcontractor is a City certified W/MBE business</u>.

Bidder agrees to subcontract the portion of the work stipulated below to W/MBE businesses. A copy of the contract between the bidder and the subcontractor will be required prior to award of the contract.

Note: The provisions of section 3 and 4 of public act 03-215, Prequalification now applies to subcontractors.

Trade or Nature of Work	Business Name and Address	W/MBE √	% of Base Bid	Subcontract \$ Value

Subcontract % to total project

%

W/MBE Subcontract % to total project

%

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5

1.4 SUBCONTRACTOR INFORMATION

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid <u>and if the subcontractor is a City certified W/MBE business</u>.

Bidder agrees to subcontract the portion of the work stipulated below to W/MBE businesses. A copy of the contract between the bidder and the subcontractor will be required prior to award of the contract.

Note: The provisions of section 3 and 4 of public act 03-215, Prequalification now applies to subcontractors.

TOTAL SUBCONTRACT VALUE TOTAL W/MBE SUBCONTRACT VALUE	

Subcontract % to total project

%

W/MBE Subcontract % to total project

%

Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5

1.4 SUBCONTRACTOR INFORMATION

If subcontractors are to be used, indicate the firm name, address, portion or section of work the subcontractor will be performing, the subcontract value, percentage of base bid <u>and if the subcontractor is a City certified W/MBE business</u>.

Bidder agrees to subcontract the portion of the work stipulated below to W/MBE businesses. A copy of the contract between the bidder and the subcontractor will be required prior to award of the contract.

Note: The provisions of section 3 and 4 of public act 03-215, Prequalification now applies to subcontractors.

Trade or Nature of Work	Business Name and Address	W/MBE √	% of Base Bid	Subcontract \$ Value
	TOTAL SUBC	CONTRACT	VALUE	
	TOTAL W/MBE SUBC	CONTRACT	VALUE	

Subcontract % to total project

W/MBE Subcontract % to total project

%

%

1.5. Bidder's EEO Status and Report

As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: http://www.hartford.gov/purchasing/documents.htm and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Documents, as listed on the Table of Contents, and applicable parts of Division 1, GENERAL REQUIREMENTS, shall be included in and made a part of this Section.
- B. Examine all Contract Documents and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.02 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.03 WORK UNDER THIS CONTRACT

- A. The General Contractor shall be prime contractor and shall assume all related responsibilities specified herein and shown on the Contract Documents.
- B. The work under the contract shall include but not be limited to the following elements. Refer to all sections of the specifications and all Contract Documents for complete understanding of the scope of work.
 - 1. Obtain all necessary permits.
 - 2. Establish equipment and materials storage areas.
 - Contact and coordinate all work with Building utilities and the City MHIS Dept.
 - 4. Construct project in accordance with Contract Documents.
 - 5. Perform all punch list items in a timely fashion and complete final cleaning before turning over the Space.

1.04 EXAMINATION OF SITE

A. The bidders are expected to examine and to be thoroughly familiar with all Contract Documents and with the conditions under which work will be carried out. The Owner will not be responsible for errors, omissions and/or charges for extra work arising from General Contractor or Subcontractor's failure to familiarize themselves with the Contract Documents or existing conditions. By submitting a bid, the bidder agrees and warrants that he has had the opportunity

to examine the site and the contract documents, that he is familiar with the conditions and requirements of both and where they require, in any part of the work, a given result to be produced, that the contract documents are adequate and that he will produce the required results.

1.05 CONTRACT METHOD

A. Work under this contract shall be one lump sum price, for the scope of work as described in these specifications and shown on the Contract Documents. Add alternates shall be as described in Section 01030 ALTERNATES.

1.06 SUMMARY REFERENCE

- A. The work can be summarized by reference to requirements of the various contract documents, which in turn make reference to the requirements of other applicable provisions which control or influence the work; and these references can be summarized but not necessarily limited to:
 - 1. Executed Owner-Contractor Agreement bound herewith.
 - 2. General and Special Conditions which are bound herewith.
 - 3. Drawings which are listed on a "List of Drawings" and bound herewith.
 - 4. Specification Sections which are bound herewith.
 - Addenda and Modifications to the Contract Documents which have been either Bound herewith or distributed by transmittal subsequent to the binding hereof.
 - 6. Governing Regulations which have a bearing on the performance of the work; copies can be obtained from or reviewed at the local, State or Federal Agency responsible for the regulation in each case.
 - 7. Submittals, copies of which are retained by the Contractor at the site.
 - 8. Miscellaneous elements of information having a bearing on performance of the work, such as weather forecasts and reports of general trace union negotiations; copies must be obtained by the Contractor through normal channels of information.
- B. Written Summary: Briefly and without force and effort on the requirements of the contract documents, the project and the work of the Contract can be described in summary as follows:
 - 1. The base bid includes work on approximately 2,520 sf. of existing space located on the Ground floor of the Hyland Community Center. The work includes a general architectural re-fit of the space including all required Mechanical ,Electrical and lighting improvements to change the use of the space to a Early Learning Center. Associated to the main Daycare room will be a new full service Kitchen and renovated child toilet rooms.
 - 2. Minor Site work, additional exterior windows cut into the masonry walls, and a new Entrance Canopy are also features of this project. All shoring shall be the responsibility of the Contractor.

- 3. This project will be renovated while the Second Level Daycare stays in full operation.
- 4. The routing of a new exhaust duct will directly impact the Second Level Daycare. This work will require off hour work schedules.

1.07 WORK SEQUENCE

A. The General Contractor shall be responsible for scheduling his work activities, and work sequence, to facilitate any simultaneous work of constructing the site. Work shall be fully coordinated to ensure that the contract is completed within the contract completion period established for the project.

1.08 CONTRACTOR USE OF PREMISES / WORK LIMITS

A. The Contractor(s) performing the work for the contract shall have use of the site as identified on the Contract Drawings within the property lines and limit of work lines as indicated on the survey drawings. The exceptions and limitations for use of the site are that the contractor shall remain within the work area limit lines for this project as shown on the Contract Drawings and shall obey all laws within Connecticut. Generally and specifically this includes all work described in this Division 1 Section and all other Sections of this Specification and all other Contract Documents.

1.09 SITE RESTRICTIONS

- A. Adhere to lines and limits set forth on the drawings as "Limit of Work Lines".
- B. Do not encroach on surrounding areas in any way. Public sidewalks and park walkways must be kept open, operational and free of construction hazards during construction.
- C. Adhere to the provisions of the City of Hartford Noise Ordinance.
- D. Coordinate all activities with the City of Hartford Representative (Owner's Representative), including staging area near the project site and access to the site from New Britain Avenue. The Owner is willing to work with the Contractor to facilitate site access and use.

1.10 WAGE RATES

A. Davis Bacon Act wage rates shall apply to this project.

1.11 COORDINATION AND INTENT

A. The General Contractor shall be responsible for incorporating into his contract bid all necessary work activities, time factors, and cost implications that may occur as a result of coordination activities.

- HYLAND EARLY LEARNING CENTER RENOVATION PROJECT
- B. It is the intent of the specifications and drawings to call for finished work, ready for use. Except where otherwise stated in these specifications or on the plans, all materials, equipment, and apparatus shall be new and of first-class quality.
- C. Any apparatus, material, or work not shown in the Drawings, but mentioned it he specifications, or visa versa, or any incidental accessories, or minor details not shown, but necessary to make the work complete in all respects, even if not particularly specified, shall be provided by the Contractor without additional expense to the Owner.
- D. The locations of all items shown on the drawings or called for in the specifications that are not definitely fixed by dimensions are approximate only. The exact locations necessary to secure the best conditions and result must be determined at the project and shall have the approval of the Owner's Representative before being installed. Do not scale drawings.

1.12 FIELD ENGINEERING

A. Provide field engineering services; establish grades, lines and levels, by use of recognized engineering survey practices. Survey layout and control shall be performed by a Connecticut Licensed Land Surveyor or Engineer.

LAWS, ORDINANCES, PERMITS AND FEES 1.13

- Α. The Contractor shall give all necessary notices, obtain all permits, file all necessary plans, prepare all documents and obtain all required Certificates of Inspection for his work and deliver same to Owner's Representative before request for acceptance and final payment for work.
 - 1. Fees for all permits, which are issued by the City of Hartford Public Works and/or Licenses and Inspections, are waived except for the fee to be paid to Licenses and Inspections for the State Educations Fee of \$0.18 per \$1,000.00 and a general permit fee of \$25.
- B. The Contractor shall include in the work, without extra cost to Owner, any labor, materials, services, apparatus, drawings, (in addition to contract drawings and documents) in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on Drawings and/or specified.
- C. All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters. with all requirements of Local Utility companies, with the recommendations of Fire Insurance Rating organization having jurisdiction, and with requirements of all governmental departments having jurisdiction.

1.14 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the bid date, except when a specific date is specified.

1.15 PROJECT MEETINGS

A. Project meetings shall be held on a basis subject to the discretion of the Owner and/or Owner's Representative.

1.16 PERMITS, INSPECTION AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the General Contractor shall give the Owner's Representative and such Authority timely notice of its readiness so the Owner's Representative may observe such inspection and testing.
- B. Prior to the start of construction, the General Contractor shall complete application to the applicable Building Code enforcement authority for a building permit. Such permit shall be displayed in a conspicuous location at the project site.
- C. General Contractor shall bear all costs associated with the acquisition of and compliance with all fees and permits required for the work, unless otherwise provided for herein.

1.17 CUTTING. CORING, PATCHING. UNLESS OTHERWISE INDICATED

- A. The General Contractor shall do all cutting, coring, fitting and patching of his work that may he required to make its several parts come together properly and fit it to receive or be received by work of Subcontractors shown upon all Contract Documents and Specifications.
- B. Expense caused by defective or ill timed work shall be borne by party responsible at no additional expense to the Owner.
- C. The General Contractor shall not endanger any work by cutting, coring, excavating, or otherwise altering the work and shall not cut or alter the work of any or other Subcontractor without the consent of the Resident Engineer.

D. Where field cutting and coring are authorized or directed, the General Contractor shall provide adequate reinforcement of the weakened area in such form as is approved by the Resident Engineer.

1.18 DEBRIS REMOVAL

- A. The Contractor shall remove all debris from the job site on a daily basis.
- B. Contractor shall not store debris or stockpile materials that in any way restrict the use of driveway or dwelling to the property. The Contractor shall immediately remove any materials from storage locations if requested to do so by the Owner or Owner's Representative. Such moves shall be made at the sole expense of the Contractor.

1.19 FIELD MEASUREMENTS

- A. Although care has been taken to ensure their accuracy, the dimensions shown for existing items and structures are not guaranteed. It is the responsibility of the General Contractor to verify these dimensions in the field before fabricating any construction component. No claims for extra payment due to incorrect dimensions will be considered.
- B. The General Contractor shall take responsibility for determining means and methods necessary to schedule and install materials and equipment in the proper locations. No additional compensation will be allowed for partial demolition and subsequent patching necessary to install large or ill-timed equipment.

1.20 SUPERVISION OF WORK

A. The Contractor shall be held directly responsible for the correct installation of all work performed under this Contract. He must make good repair, without expense to the Owner of any part of the work which may become inoperative on account of leaving the work unprotected or unsupervised during the construction of the system or which may break or give out in any manner by reason of poor workmanship, defective materials or any lack of space to allow for expansion, contraction of the work during a period of one year from date of final acceptance of the work by the Owner.

1.21 SAFETY REGULATIONS

A. These Contract Documents, and the construction hereby contemplated shall be governed at all times by applicable provision of all Federal and State laws.

1.22 PHASING AND PRIORITIES

- A. Attention is drawn to the interlocking nature of much of the Work. General Contractor shall have the responsibility for coordinating the scheduling and sequencing of all of the work.
- B. Pay careful attention to work scheduling and give careful thought to the sequencing of the work so that all work is performed expeditiously in the appropriate order. Demonstrate on a construction schedule how related work is to be phased.
- C. To expedite construction progress on this project, the General Contractor shall order all material immediately after the approval of Shop Drawings and shall obtain a fixed date of delivery to the project site for all materials ordered which shall not impede or otherwise interfere with construction progress.

1.23 PROTECTION OF PROPERTY

- A. The General Contractor shall save the Owner harmless from all claims arising from the use of public streets, sidewalks, and adjoining property for construction purposes.
- B. Keep all access roads and walks clear of debris, materials, construction plant and equipment during site operation. Repair all elements and the like where disturbed by site operation and leave them in as good condition after completion of the work as before operation started.
- C. Protect everything on the premises from injury by water, frost, wind, fire, accident or other cause, and any interference.
- D. Provide ways and means to control the flow of water from every source that may cause inconvenience or damage during the building operation.

1.24 EXISTING UTILITIES/DIG-SAFE NOTIFICATION

A. Contractor shall notify public and private utility companies as required by law in advance of construction so that existing utilities may be accurately located and identified by the appropriate agency or utility. Comply with the requirements of the "Dig Safe" number notes on the Drawings.

1.25 TIME LIMIT

A. The following schedule shall apply to the work of this Contractor: construction period- 120 calendar days.

1.26 SITE SIGN

- A. The Contractor shall erect one Project Sign as directed by the City. The proposed text and face of sign shall be approved by the City. Contractor shall submit a sign shop drawing image of sign. Sign size shall be 6' x8'.
 - 1. City of Hartford
 - 2. Mayor Eddie Perez
 - 3. City Seal
 - 4. Hyland Community Center, Early Learning Center Renovation
 - 5. Name of Contractor
 - 6. Name of Consultant

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01020

ALLOWANCES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Documents, as listed on the Table of Contents, and applicable parts of Division 1, GENERAL REQUIREMENTS, shall be included in and made a part of this Section.
- B. Examine all Contract Documents and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.02 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.03 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. A Contingency Allowance is hereby established. In all cases, this allowance includes installation if applicable. Allowance has been established in lieu of additional requirements. Additional requirements will be issued by Contingency Authorization (CA).
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.04 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Owner's Representative for Owner's purposes and only by Contingency Authorizations that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit and related costs for products and equipment ordered by Owner under the contingency allowance area included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

AUGUST 18, 2009 01020 - 1 ALLOWANCES

- C. Contingency Authorizations authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project Closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES

A. Contingency Allowance No. 1: Include \$40,000 (forty thousand dollars) as a contingency allowance for this project.

END OF SECTION

AUGUST 18, 2009 01020 - 2 ALLOWANCES

SECTION 01030

ALTERNATES

PART 1 GENERAL

1.01 DESCRIPTION

- A. The following list of variations of construction and/or materials to the project represent alternate design choices which will be reviewed from a cost deduct/add viewpoint upon receipt of the bids. The effected contractor shall bid all alternates which relate to his work in order to be considered as a viable bidder.
- B. The title of the Alternate shall be used for general reference purposes only and shall not be interpreted to define the scope of the alternate in any way.
- C. The scope of any requested Alternate shall be determined by a thorough reference to all elements of the contract documents taken as a whole and not in part. If any discrepancy or confusion in the scope or provisions of the contract documents, or any Alternate requested, is encountered by the Contractor it will be the Contractor's responsibility to bring that to the attention of the Owner for resolution prior to submittal of the bid and award of the Contract. After award of the contract the Owner's Architect and/or Engineer will be the sole and final interpreter of the provisions of the Contract Documents including any Alternates taken by the Owner.

1.02 ALTERNATES

A ALTERNATE #1

1. ADD to the Base Contract Sum the cost to add windows and vestibule storefront as detailed on the Construction Drawings.

B. ALTERNATE #2

 ADD to the Base Contract Sum the cost to provide a new exterior bituminous sidewalk and ADA parking space as detailed on the Construction Drawings.

C. ALTERNATE #3

 ADD to the Base Contract Sum the cost to upgrade to Luxury vinyl flooring for rooms 007,009,011. Also, provide the cost to upgrade the Early Learning Center counters to Solid Surface as indicated on the drawings. PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 11451

RESIDENTIAL APPLIANCES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Cooking equipment including:
 - a. Electric ranges.
 - b. Microwave ovens.
 - 2. Refrigerator
 - 3. Dishwasher
 - 4. Disposal

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated. Include operating characteristics, dimensions of individual appliances, and finishes for each appliance.
- B. Appliance Schedule: For appliances; use same designations indicated on Drawings.
- C. Warranties: Special warranties specified in this Section.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer for installation and maintenance of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 50 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain residential appliances through one source from a single manufacturer.
 - 1. Provide products from same manufacturer for each type of appliance required.
 - 2. To the greatest extent possible, provide appliances by a single manufacturer for entire Project.

- D. Product Options: Information on Drawings and in Specifications establishes requirements for product's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
- E. Regulatory Requirements: Comply with provisions of the following product certifications:
 - 1. NFPA: Provide electrical appliances listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 2. UL and NEMA: Provide electrical components required as part of residential appliances that are listed and labeled by UL and that comply with applicable NEMA standards.
 - 3. ANSI: Provide gas-burning appliances that comply with ANSI Z21 Series standards.
 - 4. NAECA: Provide residential appliances that comply with NAECA standards.
- F. AHAM Standards: Provide appliances that comply with the following AHAM standards:
 - 1. Household Refrigerators: AHAM HRF-1.
 - 2. Household Freezers: AHAM HRF-1.
- G. Energy Ratings: Provide residential appliances that carry labels indicating energy-cost analysis (estimated annual operating costs) and efficiency information as required by the FTC Appliance Labeling Rule.
 - 1. Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.

1.05 WARRANTY

- A. Special Warranties: Manufacturer's standard form in which manufacturer of each appliance specified agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.
 - 1. Microwave Oven: Five-year limited warranty for in-home service on defects in the magnetron tube.
 - 2. Refrigerator/Freezer: Five-year limited warranty for in-home service on the sealed refrigeration system.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified.

2.02 COOKING APPLIANCES

- A. Range RG-:
 - 1. Products:
 - a. Amana Appliances;
 - b. General Electric Company; model JB66SHSS
 - c. Mavtaq:
 - 2. Freestanding Electric Range:
 - a. Size : 36 inch
 - b. Burners: Four.
 - c. Oven(s): One.
 - 1) Oven Capacity: 3.3 cu. ft.
 - 2) Oven Performance: Baking and self-cleaning.
 - 3) Broiler Type: Broiler in top of oven.
 - d. Finish: Stainless steel with manufacturer's standard cooktop.
 - 1) Color: Black.
- B. Microwave Oven MO-:
 - 1. Products:
 - a. Amana Appliances
 - b. General Electric Company: Profile series.
 - c. Maytag
 - 2. Oven(s): Standard features include the following:
 - a. Oven Capacity: 1.5 cu. ft..
 - b. Oven Features: Digital control panel with timer display, turntable.
 - c. Electrical Power: 900 W.
 - d. Oven Door: Counter-balanced, removable, porcelain enamel finish with observation window.
 - Finish: Stainless steel.
- C. Disposal DL-:
 - 1. Products:
 - a. Amana Appliances
 - b. General Electric Company: Model GFC325F, 1/3 hp continuous feed.
- D. Dishwasher:
 - 1. Product:
 - a. GE Profile Dishwasher with SmartDispense

- b. Model # PDWT580PSS
- c. 34h x 24w x 24d
- d. Stainless steel interior
- e. Stainless steel front

2.03 REFRIGERATION APPLIANCES

A. Refrigerator/Freezer:

- 1. Products:
 - a. Amana Appliances;
 - b. General Electric Company; Model PSH25PSSSV, 36" wide
 - c. Maytag:
 - d. Sub-Zero Freezer Co., Inc.
- 2. Type: Freestanding, frost-free, side-by-side refrigerator/freezer.
- 3. Storage Capacity:
 - a. Fresh Food Compartment Volume: 15.6 cu. ft...
 - b. Freezer Volume: 5.13 cu. ft...
 - c. Shelf Area: 3 adjustable glass shelves.
- 4. Refrigerator Features:
 - a. Compartment Storage: Vegetable crisper, Meat compartment.
 - b. Door Storage: Dairy compartment, Modular compartments.
 - c. Interior light in each compartment.
- 5. Freezer Features:
 - a. Ice storage bins.
 - b. Circulator fan.
- 6. Energy Consumption: Measured and certified by AHAM HRF-1 at not more than 688 kWh/year under average conditions for a refrigerated volume of 17.9 cu. ft.
- 7. Temperature Controls: Separate temperature controls for each compartment, and with switch for condensation-control heating element at freezer opening.
- 8. Wood-panel door front in subparagraph below may be specified in Division 6 Section "Interior Architectural Woodwork" or in Division 11 Section "Kitchen Casework."
- 9. Front Panel: Stainless-steel door front and lower access panel.
- 10. Location: 36" wide model

2.04 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Stainless-Steel Finish: Provide appliances with manufacturer's standard finish complying with manufacturer's written instructions for surface preparation including ground and polished stainless-steel surfaces for uniform, directionally textured finish.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Examine roughing-in for piping systems to verify actual locations of piping connections before equipment installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written instructions.
- B. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and rough openings are completely concealed.
- C. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
- D. Utilities: Refer to Divisions 15 and 16 for plumbing and electrical requirements.

3.03 CLEANING AND PROTECTION

- A. Test each item of residential appliances to verify proper operation. Make necessary adjustments.
- B. Verify that accessories required have been furnished and installed.
- C. Remove packing material from residential appliances and leave units in clean condition, ready for operation.

3.04 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain residential appliances. Refer to Division 1 Section "Demonstration and Training."

END OF SECTION

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 050809

Definitions:

<u>Bid</u> or <u>Proposal</u> refers to any form of solicitation the City may use such as a Request for Bids (RFB), Request for Proposals (RFP) or request for Response (RFR).

<u>Candidate</u> or <u>Respondent</u> refers to an individual or company who is considering or has submitted a response to a solicitation. This is also commonly referred to as "bidder."

<u>City</u> refers to the City of Hartford, the Hartford Public Schools and any other governmental entity participating in the RFR process and/or resulting award(s).

<u>Provider</u> refers to the Candidate or Candidates who receive an award and who enter into a contract with the City.

3.1 HOW TO RESPOND: Supply the required information on and along with the response form. An explicit agent of your organization must sign the response form and any supplementary proposal document and *submit it to the address indicated in Section 1.0 – Response Checklist*.

Mark the original response package as "ORIGINAL" on the front cover. We will open the response upon receipt if this information is not provided on the face of the envelope. In this case the City cannot be held responsible for the confidentiality of the response.

A. Do not wait until the due day to begin to prepare your response. Preparing your response early helps avoid issues related to computer equipment or Internet access malfunction. It is the Candidate's responsibility to ensure that responses are received in their entirety, on time and at the required location.

B. Reserve

C. A certified check or bid bond, *when required*, will be specified in the Invitation to Respond and must accompany your response in the amount indicated. Certified checks will be returned to all unsuccessful Candidates upon the awarding of the contract. The successful Candidate's surety shall be held pending receipt of payment and performance bonds and execution of contract.

Bonds may be delivered via an electronic bid bond service such as Surety 2000, (www.surety2000.com) scanned and attached to your on-line submission*, mailed or hand delivered. *If you elect to scan and attach your bond to an on-line submission, the original surety documents must be delivered to the address in (F) below within one working day of the response deadline.

If your response is not accompanied by a bond, certified check or proof that a valid bond has been obtained at the RFR opening it may be rejected.

If you manage a *small business* and have difficulty obtaining bonds (or just haven't done it before) help is available from the Small Business Administration (SBA) through "The Surety Bond Guarantee Program." One of the bonding companies working with this program is Suggs & Associates in Windsor, CT. For more information go to www.sba.gov, choose "Services." Then select "Financial Assistance" and click on "Surety Bond."

D. The successful Candidate may be required to furnish a performance bond and payment bonds, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, to be added to the contract sum on the response form. For 3.1, C & D:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capitol in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

E. The electronic files, from which you printed your hard copy proposal, are to be emailed to the buyer identified at the bottom of the <u>Invitation to Respond</u> within one hour <u>AFTER</u> the deadline for submitting hard copy responses. Email transmission of these documents is not encrypted and locked so if you transmit this information before the hard copy response

deadline it may be viewed prematurely. The City is not responsible for the confidentiality of information transmitted via fax, email or other electronic means.

You may convert Word documents to pdf files (in fact we would prefer this). Excel worksheets however may not be submitted as pdf files.

The purpose of submitting these files is to reduce duplicate data entry and shorten the time needed for City staff to create the response summary. These electronic files will not serve as a substitute for the hard copy response that <u>must</u> be submitted by the RFR deadline.

Failure to follow these guidelines may be just cause for rejection of the response.

- **3.2 CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS.** Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing if the accurate price can be derived from the bid response submitted prior to the bid deadline, before or after award, or cancellation of awards of Contracts or Purchase Orders based on such mistakes, shall be permitted with the approval, in writing, of the Procurement Manager.
- **3.3 QUANTITIES AND/OR USAGES**: Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery points may vary. The City reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFR.
- **3.4 QUESTIONS & ADDENDA:** Supplementary information, if issued, will be placed on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal Home.asp. Candidates are responsible for obtaining all addenda related to this RFR. Candidates are advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

<u>Questions</u> related to this project must be received in writing 72 hours in advance of the response submittal deadline. We strongly recommend that prospective Candidates review specifications early in the solicitation process and submit all questions at one time. Written questions are to be sent to the buyer whose name appears on the invitation to bid via email.

Responses shall be in writing, posted, in the form of an addendum on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal Home.asp.

<u>All communications</u> related to this project are to be directed through the Department managing the RFR. This is the Department listed for receipt of responses in Section 1.0. In most cases this will be the Procurement Services Department. *Candidates found to be communicating with City or School staff outside of Procurement Services (or the Department indicated in Section 1.0) will have their response rejected.* The City of Hartford, the Public Schools, or its agents shall not be responsible for any oral instructions or interpretations given to a Candidate.

- **3.5 CRITERIA FOR AWARD:** This Request for Response (RFR) does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.
- **3.6 QUALIFICATIONS OF CANDIDATES OFFERING A RESPONSE:** The City may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein.

Each Candidate agrees to furnish the City any additional information requested.

If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive certification <u>prior to award</u>. This program is described in Sec. 2-660 of the Hartford Municipal Code and can be found at:

<u>http://www.hartford.gov/purchasing/Documents.htm</u>. Qualified business, not currently certified, may obtain application forms from:

http://www.hartford.gov/human_relations/ohr2.0/MWBE%20Certification.htm.

- **3.7 THE REQUEST FOR RESPONSE (RFR) PROCESS:** Solicitations are advertised as required by law. The City may also send invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Procurement Manager the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.
- **3.8 CONTRACTING:** The City reserves the right to require the successful Candidate to execute a contract in a format supplied by the City. The terms and conditions of the contract to be signed upon the award of the RFR will supersede any inconsistent provision of the RFR documents. If the Candidate receiving a full or partial award fails to execute a contract as required, they shall be liable for, and agree to pay, on demand, the difference between the price bid and the price for which such contract is subsequently re-awarded, including the administrative cost of reissuing the contract. These costs will be recovered through the bid bond, if submitted, and any remaining sums due will be paid by the Candidate.

The award of any contract is subject to the following conditions and contingencies:

- (a) The approval of such governmental agencies as may be required by law.
- (b) The appropriation of adequate funds by the proper agencies.
- (c) Compliance with all applicable laws, regulation, ordinances and codes of the United States, the State of Connecticut and the City of Hartford. Sections of Hartford's Code which are most often applicable such as Living Wage for services and Set-aside program for Small and Minority business enterprises are posted at: http://www.hartford.gov/purchasing/documents.htm. The entire City Code is available at off the City's Home page: http://www.hartford.gov.
- (d) The selected Candidate must be current in all tax or any other monetary obligation owed to the City of Hartford.
- (e) The selected Candidate must have a current EEO certification (see section 3.10) on file with the City.
- (f) If the Candidate is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

In the event the intention of this bid is to create a term contract for on-call construction services and unless otherwise indicated, the duration of the Contract will be one (1) year. Further, Contract terms may be negotiated on award anniversaries. City Ordinance Sec 2-558 (C) allows for a maximum of three Contract extensions provided that the funds are available, approved by the City for this purpose and that the Contractor has established a satisfactory performance record.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Managing Authority reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

- **3.9 CONTRACT DOCUMENTS** The Contract documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), this Request for Response (RFR) and its referenced documents, General and Supplementary Conditions, drawings, any Addenda issued, the Contractor's response to the RFR, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a Minor change in the Work issued by the Design Professional on behalf of the City; the Contract Documents do include other documents such as bidding requirements.
- **3.10 OBLIGATIONS OF THE CANDIDATE:** At the time of the opening of proposals, each Candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project, item or service. A plea of mistake in the accepted response shall not be available to the Candidate for the recovery of the bid surety or as a defense to any action based upon an accepted response.

3.11 REQUIRED FORMS:

a) Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may down load and complete the required forms from:

http://www.hartford.gov/purchasing/documents.htm. Submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.9785, fax 860.722.6486 or email: lmcruz@hartford.gov.

If your company employs four (4) or more people, please submit your EEO Policy Statement with your Response.

- b) Taxpayer's Identification Number: Every respondent must provide their Taxpayer Identification Number on the response form. Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City.
- **3.12 SITE INSPECTION:** Information contained in these documents is provided in good faith only that all Candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the Candidate. As information may be approximated or incomplete, Candidates should conduct a thorough inspection or study of existing conditions/equipment. Any discrepancy, or need for clarification must be brought to the attention of the Architect/Engineer prior to the bid opening.

Submission of a bid shall be evidence that the Candidate has examined the site, compared it with the drawings and specifications and satisfied itself of the conditions existing at the site, the storage and handling of materials, and all other matters incidental to the work under this contract.

No additional compensation will be allowed for difficulties which the Candidate could have discovered or reasonably anticipated prior to bidding.

- **3.13 PREVAILING WAGES:** Pursuant to Section 2-559 (B), Required Provisions. Each Agreement for the construction, remodeling or repair of any Infrastructure Facilities shall contain both of the following provisions:
- (1) "The wages paid to any mechanic, laborer or workman employed upon the work herein contracted to be done shall be at a rate equal to the prevailing wage rate in the State of Connecticut and or federal government, whichever is applicable, for the same work in the same trade or occupation."
- (2) "Each contractor and subcontractor, or an authorized officer or employee, responsible for supervision of the payment of wages shall submit, on a weekly basis within seven (7) days after the regular payment date of the payroll period, to the Director of the Office of Human Relations of the City, a "Weekly Certified Statement of Compliance." Due and timely compliance with this provision shall be a condition precedent to the approval and transmittal of the next and succeeding payments by the city or its authorized officers or agents to the contractor under the terms of this agreement."
- **3.14 RETAINAGE:** When progress payments are being made for items being built or designed, the City may retain 5% of the total project cost until such time as a satisfactory guarantee bond, if required, is posted with the City, or other terms for retainage, as may be specified in the contract for this project, are met.
- **3.15 ACCEPTABLE BRANDS:** The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the Provider.

Final determination as to what is an "or equal" product will be made by the Procurement Manager in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.16 SAMPLES: Samples are furnished free of charge and may be held for comparison with deliveries. Candidate must arrange for their return if desired.

Samples are assumed to meet, at a minimum, City specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the City.

- **3.17 RESPONSE DEVELOPMENT**: Candidates are responsible for all costs and expenses incurred in the preparation of a response and for any subsequent work on the response that is required by the City of Hartford. Any submittal is the property of the City of Hartford and will not be returned.
- 3.18 REGISTERING WITH THE SECRETARY OF STATE: Generally a foreign (meaning out

of State) corporation or LLC must file with the Secretary of State Office to do business in the state. Foreign Corporations should review Sect. 33-920 of the Connecticut General Statutes. If they do not find that the exemptions apply to them they must file a "Certificate of Authority."

Foreign LLC's are covered under Sections 34-222 to 34-236. If the exemptions (in 34-235) do not apply to them they must file a "Certification of Registration."

Companies may obtain forms and more information from the Secretary of the State web site located at: http://www.sots.ct.gov/CommercialRecording/Crdindex.html. Their number is 860.509.6002.

The State of Connecticut General Statutes can be found at: http://search.cga.state.ct.us/dtsearch pub statutes.html. Enter the section number with hyphen and in the "In Database(s)" window select "Statutes - Section text."

3.19 TIME PROVISIONS: The content of any response submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

3.20. PERFORMANCE BOND AND LABOR & MATERIAL BOND

The successful contractor will be required to submit a Performance Bond and Payment Bond in the amount of 100% of contract award within 10 days of award. Said bonds shall be issued by an Insurance Company and said surety companies must be listed on the current Federal Register, licensed in the State of Connecticut with an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk.

3.21. INSURANCE

List the name and address of the bidder's insurance agent as part of the bid. The successful Contractor shall be required to furnish insurance coverage, acceptable to the City, within ten (10) days from notice of award and must name the City as an additional insured on the face of the document. The City's standard insurance requirements are available at http://www.hartford.gov/purchasing/Documents.htm. Download document #1007_Construction Insurance Requirements.

3.22 PERFORMANCE EVALUATION

The Contractor understands that during the course of and at the conclusion of the project that the City will evaluate his/her overall performance. Based on information gathered from the City's project management team, the Procurement Manager will assess factors including, but not limited to, quality of work or service, completion record, job supervision, working relationship with other providers, bills for extras, organization, cooperation, worksite cleanliness and compliance with City MBE requirements. The contractor further understands and agrees that this record will be available for public scrutiny both in the project file and on the City's website for a minimum of two years. The contractor will not contest the Procurement Manager's scoring which will be final.

3.23 SUBCONTRACTORS

The Bidder shall not subcontract any portion of the project to be performed unless the prior consent of the City is given for both the work to be subcontracted and the subcontractor to perform the same. The terms and conditions of the underlying contract between the City and Contractor will become part and parcel of the terms and conditions of each subcontract. The identities of subcontractors will be submitted after the bid opening. For the Lump Sum Bid:

Bidders are required to indicate in the space provided on the response form:

- a. The nature of work to be performed by each subcontractor;
- b. The subcontractor's business name
- c. The dollar amount of the individual subcontract included in the base bid;
- d. The percentage of the value of the subcontract to the base bid;
- e. If the subcontractor is a woman / minority business enterprise currently certified by the City of Hartford.

For the Alternates:

Identify the information outlined in 3.23 a-e for any alternate bid item(s) separately.

3.24. MINORITY BUSINESS UTILIZATION (MBE)

Bidders are required to set-aside for Minority Businesses the portion of work specified in the "Construction Contract Summary" sheet located behind the cover sheet for this bid. Bidders are encouraged to exceed the set-aside requirement specified. The City's Minority Business listing as further described in section 3.6 shall be used by Bidders in selecting minority business contractors.

The sum of all minority business subcontracts shall be equal to or greater than the percentage specified in the "Construction Contract Summary Sheet" regardless of how the bid is awarded (base only or base plus one or more alternates). Failure to comply with the required percentage of minority business utilization will be cause for rejection of bid.

When alternate bid items are included in the proposal, the "Subcontractor Utilization Commitment" form should be completed separately for each alternate bid item.

3.24.1 City Certification Required

Bidders shall utilize Minority subcontractors who hold a current certification by the City of Hartford. Certifications by any other government entity shall not be sufficient to qualify the subcontractor to participate in the City of Hartford's minority business utilization preference program. In selecting its minority subcontractors, Bidder is cautioned to seek documented proof that its subcontractors hold valid certification by the City. Failure to identify City certified Minority Business subcontractors will be cause for rejection of bid.

3.24.2 <u>Percentage of Work to be Performed</u>

Designated MBE's shall perform at least 70% of the work with their own forces and as part of their own operations excluding the manufacture or purchase of proprietary products.

3.24.3. Minority Business Listing

A listing of Minority Businesses holding certification by the City of Hartford is available at http://www.hartford.gov/human relations/regreportreformat.pdf or in the Office of Human Relations, 550 Main Street, Hartford, CT 06103. The City's listing of minority businesses is comprised of companies whereby at least 51% of the company is owned and operated by one or more of the following group persons: Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Pacific Islanders, American Indians and descendants from the Iberian Peninsula. It should be understood that such listings are made available to assist Bidders in satisfying bid requirements; however, Bidder's selection of a subcontractor is its sole responsibility and all work performed under the contract shall be Bidder's sole responsibility. The City does not sponsor or recommend the selection of any one vendor. Certification by the City of Hartford as a minority business does not imply that the business is qualified to perform the work specified in this bid. The City reserves the right to request alternate minority subcontractors for whatever reason.

3.24.4. <u>Proof of Minority Business Utilization Required</u>

Prior to award of contract, the successful Bidder shall be required to file with the City Engineer

the actual form of subcontract with subcontractor(s) named in at least the minimum dollar value as stated in the "Subcontractor Utilization Commitment" form. The subcontract shall state the percentage of work which will be performed by the MBE with its own forces and as part of its operation. Failure to comply with proof of subcontract within 10 days of notification may result in the rejection of bid and may be cause for forfeiture of Bidders' bid surety. Further, the City reserves the right to monitor the performance and payment of such subcontracts; therefore, upon request by the City, the successful Bidder shall be required to furnish proof of payment to its subcontractors. Failure to comply with such monitoring requirements within ten days of written request will result in the withholding of payment to Bidder

3.24.5 Changes in Subcontractors after Award

The successful Bidder may not change subcontractor(s) after the contract has been let unless and until it has received written approval from the City of Hartford. Any such approval shall be based upon a written request by the Contractor or City, which details performance and/or other issues related to the subcontractor(s).

3.25 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

General Information

- 3.25.1 The successful Bidder, as a condition of being awarded this contract shall agree to comply with all contractual Equal Employment Opportunity/Affirmative Action performance requirements as outlined herein. All contractors, sub-contractors, vendors, and labor referral organizations must, as a condition of their participation upon city of Hartford capital construction projects, comply with the provisions of "Chapter 2, Article XII" of the Municipal Code and the "Greater Hartford Affirmative Action Plan" established pursuant thereto. All Bidders are directed to the Proposal section wherein special bid submittal items related to this section are outlined.
- 3.25.2 The successful Bidder, as requirement of final contract execution will additionally agree to comply with the following provisions:
 - a. Sign and submit the document entitled "Equal Employment Opportunity Agreement and Certificate Pursuant To The Execution of a Contract With the City of Hartford, Connecticut".
 - b. Sign and submit the document entitled "Affidavit For Becoming Signatory to the Greater Hartford Affirmative Action Plan".
 - c. Submit a report of current company employment statistics on the included form. (See Bidding Requirements/Bid Proposal
 - d. Submit a copy of company "Equal Employment Opportunity Policy Statement" properly signed by Company official on company letterhead.
 - e. Submit an agreement to notify the Hartford Commission on Human Relations as to all employment openings occurring with the company during the pendency of this contract unless otherwise expressly prohibited by collective bargaining agreement (such agreements must be so identified where they exist).

These forms are available on-line at http://www.hartford.gov/purchasing/Documents.htm if not included in the Sample Form section.

- 3.25.3 The successful Bidder further agrees that the requirements as noted in paragraphs 3.25.2, a-e shall likewise apply to all on site construction sub-contractors.
- 3.25.4 Prior to contract award, the City of Hartford reserves the right to review a Bidders qualifications and ability to comply with the equal employment opportunity/affirmative action program requirements as contained in this bid document.
- 3.25.5 During the Performance of this contract, the contractor will agree to permit authorized City of Hartford staff to perform on-site project monitoring related to the contractual

equal employment opportunity/affirmative action performance requirements. The prime contractor, additionally agrees on behalf of his/her company and all subcontractors to submit the following reports during while performing under this contract:

- a. Payroll Certification Form within 10 working days of end of reporting month.
- b. Minority/Women Business Enterprise (M/WBE) Payment Status Reports (where applicable) upon request by the Commission on Human Relations.
- c. Status reports as to special training and/or employment residency requirements (where applicable) upon prescribed forms.

3.25.6 The successful Bidder shall agree that neither he/she nor any subcontractors will discharge, expel or otherwise discriminate against any person because he/she has opposed any unfair employment practice or because he/she has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut State Statutes. The advertisement of employment opportunities shall be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, creed, color, age, sex, national origin, physical or mental handicap, religion, or sexual orientation except in the case of a bona fide occupational qualification or need.

3.26. EEO/AFFIRMATIVE ACTION REPORT

As a condition of doing business with the City the selected Bidder must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line at: http://www.hartford.gov/purchasing/documents.htm and submit completed forms with your response.

Note that the EEO form contains the Hartford Affirmative Action Plan. The terms and conditions of the Plan are an integral part of the Standard Contract between the City and successful Bidder. A sample report form is included in the "Sample Forms" section of this document. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.9785, fax 860.722.6486 or email: lmcruz@hartford.gov.

3.26.1 Monthly Employment Utilization Report

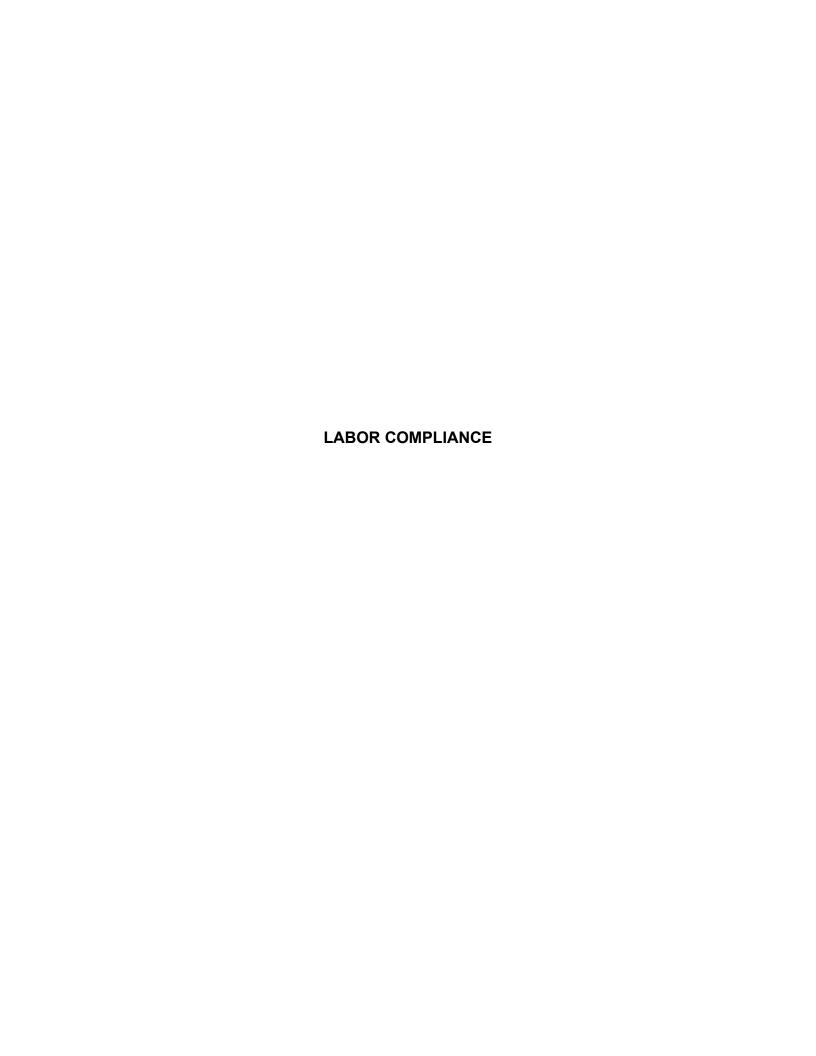
The successful Bidder shall be required to submit a "Monthly Employment Utilization Report," (the form is provided in this Request for Bid). Bidder agrees to the following goals:

- a minimum of 15% of the total project hours by trade shall be allocated to minority workers.
- · a goal of 50% of the total project hours by trade allocated to minority workers.
- a Hartford resident employment goal of 30% by trade.

The EEO Report (available at: http://www.hartford.gov/purchasing/Documents.htm), together with the Monthly Employment Utilization report submitted by Contractor will be used to determine compliance with this Affirmative Action Plan. Contractor understands and agrees that its failure to achieve and maintain the minimum minority participation stated herein will be considered a breach of contract.

Specific instructions for completing this form are provided directly on the back of the form. The form shall be submitted to the Human Relations Director, Municipal Building, 550 Main Street, Hartford, CT 06103. Extra copies of the form or assistance in completing the form may be had be calling or visiting the office of the Human Relations Director. It is imperative that this form be submitted on time; failure to do so will be grounds for the City's withholding of all further payments until the forms are received.

END OF SECTION



WAGE & PAYROLL REQUIREMENTS

If State of Connecticut Prevailing Wage Rates apply to this bid the associated

<u>Connecticut Department of Labor Footnotes</u> and <u>Payroll Certification Forms for Public Works Projects</u>

are included by reference and can be downloaded by clicking on the links above or going to http://www.hartford.gov/purchasing/Documents.htm. The forms are located under the State Documents and Forms section.

SAMPLE FORMS

Sample Forms, included in this document by reference, are	
available at http://www.hartford.gov/purchasing/Documents.htm	
Document titled: Standard Construction Sample Forms:	
Bid Bond	1
Subcontractor Utilization Commitment	2
Contractor's EEO Report	2
Contractor's Wage Certification form	1
EEO / Affirmative Action Requirements Certificate	3
EEO Policy Statement	1
Certificate of Non-segregated Facilities	1
Affidavit – Signatory to Greater Hartford Affirmative Action Plan	1
Notification of Job Openings During Project	1
About Compliance Reports	1
Monthly Workforce Utilization Report	1
Monthly M/WBE Payment Status Report	1
Final M/WBE Payment Status Report	1
Payroll Certification Form	2

END OF SECTION

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center

Minimum Rates and Classifications for Building Construction

B 12660

Connecticut Department of Labor Wage and Workplace Standards Division

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

Project Number F07-11

OF A COMPTON

Project Town Hartford

State#:

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings - Last updated	34.21	19.81
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
2) Boilermaker	33.79	34% + 8.96
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Plasterers, Stone Masons	32.10	19.48 + a
3b) Tile Setter	30.78	16.98

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center			
3c) Terrazzo Workers, Marble Setters - Last updated 10/1/08	30.91	19.12	
3d) Tile, Marble & Terrazzo Finishers	24.90	14.78	
3e) Plasterer	32.10	19.48	
LABORERS			
4) Group 1: Laborers (common or general), carpenter tenders, wrecking laborers, fire watchers.	24.25	14.45	
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman, fence erector.	24.50	14.45	
4b) Group 3: Jackhammer operators, mason tender (brick) and mason tender (cement/concrete)	24.75	14.45	
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	25.25	14.45	
4d) Group 5: Air track operators, Sand blasters - Last updated 4/8/09	25.00	14.45	
4e) Group 6: Nuclear toxic waste removers, blasters - Last updated 4/8/09	27.25	14.45	

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Ce	nter
3 3	

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped) - Last updated 4/5/09	25.25	14.45
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	24.75	14.45
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	24.25	14.45
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.	29.00	17.80
5a) Millwrights	29.75	17.80
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)	35.40	19.51
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	42.34	18.285+a+b
LINE CONSTRUCTION		
Groundman	22.67	6.50% + 6.20
Linemen/Cable Splicer	41.22	6.5% + 12.20

Project: Hyland Park Ground Floor Refurbishment At	The Early Learning Center
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8) Glazier (Trade License required: FG-1,2)	31.73	14.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	32.75	25.08 + a
OPERATORS		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	34.05	17.75 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	33.73	17.75 + a
Group 3: Excavator, Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive	32.99	17.75 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	32.60	17.75 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	32.01	17.75 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	32.01	17.75 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	31.70	17.75 + a

Project: Hylai	nd Park Ground	l Floor Refurl	bishment At	The Early	Learning Center

Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	31.36	17.75 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	30.96	17.75 + 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).	30.53	17.75 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	28.49	17.75 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	28.49	17.75 + a
Group 12: Wellpoint operator.	28.43	17.75 + a
Group 13: Compressor battery operator.	27.85	17.75 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	26.71	17.75 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	26.30	17.75 + a
Group 16: Maintenance Engineer/Oiler.	25.65	17.75 + a

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center		
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	29.96	17.75 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	27.54	17.75 + a
PAINTERS (Including Drywall Finishing)		
10a) Brush, Roller	28.17	14.55
10b) Taper/Drywall Finisher	28.92	14.55
10c) Paperhanger	28.67	14.55
10e) Spray	31.17	14.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	36.32	21.26
12) Post Digger, Well Digger, Pile Testing Machine	32.01	17.75 + a

31.10

14.46

13) Roofer (composition)

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center		
14) Roofer (slate & tile)	31.60	14.46
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	31.57	25.92
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)	36.32	21.26
TRUCK DRIVERS		
17a) 2 Axle	26.98	13.48 + a

17b) 3 Axle, 2 Axle Ready Mix	27.08	13.48 + a
17c) 3 Axle Ready Mix	27.13	13.48 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	27.18	13.48 + a
17e) 4 Axle Ready Mix	27.23	13.48 + a

27.43

13.48 + a

17f) Heavy Duty Trailer (40 Tons and Over)

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center

17g) Specialized Earth Moving Equipment (Other Than	27.23	13.48 + a
Conventional Type on-the-Road Trucks and Semi-Trailers,		
Including Euclids)		
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	38.35	16.25 + a

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center

Welders: Rate for craft to which welding is incidental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project: Hyland Park Ground Floor Refurbishment At The Early Learning Center

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.

Certified Payroll Form WWS - CPI

Last Updated: July 13, 2009

You are here: DOL Web Site | Wage and Workplace Standards | Certified Payroll Form WWS - CPI

In accordance with <u>Connecticut General Statutes</u>, <u>31-53</u> Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed online!

- Certified Payroll Form WWS-CPI (PDF, 727KB)
- Sample Completed Form (PDF, 101KB)

Published by the Connecticut Department of Labor, Project Management Office

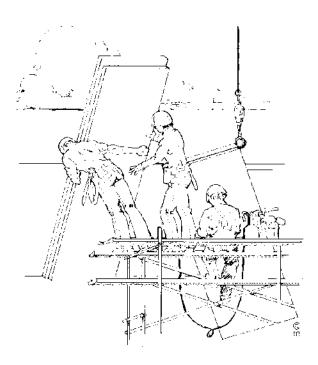
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I,		, acting in my officia	l capacity as
	representative		title
for		, located at	
	tracting agency	,	address
do hereby ce	ertify that the total	dollar amount of work t	to be done in connection with
		, located a	nt
project name and number			address
shall be \$	<u>-</u>	, which includes all work	x, regardless of whether such project
consists of o	ne or more contra	icts.	
		CONTRACTOR INFO	ORMATION
Name:			
Address:			
Authorized I	Representative:		
Approximate	e Starting Date: _		
Approximate	e Completion Dat	e:	
Signature			Date
Return To:		epartment of Labor	
	Wage & Work Contract Comp	place Standards Division	1
	200 Folly Broc		
	Wethersfield, (
Date Issued:			

CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I,	o	f			
I, Officer, Owner, Author	orized Rep.	f Company Name			
do hereby certify that the					
		Company Name			
_	Street				
_		City			
and all of its subcontractors	will pay all worke	rs on the			
I	Project Name and N	Number			
	Street and City				
the wages as listed in the sc is attached hereto).	hedule of prevailin	g rates required for such proje	ect (a copy of which		
		Signed			
Subscribed and sworn to be	fore me this	day of			
	_	Notary Public			
Wage & Wo 200 Folly B	Department of Laborkplace Standards rook Blvd.				
Rate Schedule Issued (Da	ete):				

CONNECTICUT DEPARTMENT OF LABOR Wage and Workplace Standards Division

FOOTNOTES

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

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

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

Bricklayers, Cement Masons, Cement Finishers, Plasters, Stone Masons (Building Construction)

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

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

Bricklayer (Residential- Fairfield County)

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

Electricians

Fairfield County: West of the Five Mile River in Norwalk

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

Elevator Constructors: Mechanics

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

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

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.

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

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

Asbestos Insulator

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

Carpenter

- Assembly and installation of modular fumiture/fumiture systems.
 [New] a. Free-standing furniture is not covered. This includes: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.
- Applies fire stopping materials on fire resistive joint systems only.
- Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings.
- Installation of curtain/window walls only where attached to wood or metal studs.

Cleaning Laborer

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

Delivery Personnel (Revised)

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

Electrician

- Installation or maintenance of telecommunication, LAN wiring or computer equipment.
- Low voltage wiring.

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

- Installs light metal sash, head sills, and 2-story aluminum storefronts.
- Installation of aluminum window walls and curtain walls is the 'Soidtwork of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce.

Ironworkers

- Handling, sorting, and installation of reinforcing steel (rebar).
- Installation of aluminum window walls and curtain walls is the "joint work" of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.

Insulator

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

Lead Paint Removal

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

Roofers

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

Sheet Metal Worker

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

Truck Drivers

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

Any questions regarding the proper classification should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06 109 at (860) 263-6543.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

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

Last Updated: July 13, 2009

You are here: DOL Web Site ▶ Wage and Workplace Standards ▶ 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*annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

Workplace Laws

Published by the Connecticut Department of Labor, Project Management Office

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 tenhour 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.