

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



CONTRACT DOCUMENTS

BID #2014-013

**REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)
AT THE JOHN S. ROTH WELLFIELD**

**WATER AND SEWER DEPARTMENT
ENGINEERING DIVISION
Middletown, Connecticut**

BID OPENING: Tuesday, May 20, 2014 at 11:00 am

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

GUY RUSSO, DIRECTOR OF WATER AND SEWER

JOSEPH S. FAZZINO, P.E., CHIEF ENGINEER

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL ERLACHER
DIRECTOR OF FINANCE**

Contract documents for the contract entitled:

**BID #2014-013 REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)
AT THE JOHN S. ROTH WELLFIELD**

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State of CT Prevailing Wage Rates

Hereinafter referred to as the **Contract Documents**

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, 245 DeKoven Drive, Middletown, Connecticut, will be received until **Tuesday, May 20, 2014 at 11:00 am** for the following:

BID #2014-013

**REDEVELOPMENT OF WELLS AS NEEDED
AT THE JOHN S. ROTH WELLFIELD**

Work required pursuant to this contract includes furnishing all labor, materials, equipment, services and incidentals necessary to **redevelop Wells #1 – 10 As Needed** at the John S. Roth Wellfield, Middletown, CT. Work shall include but shall not be limited to the removal of existing pumps and related equipment, installation of new pumps or existing pumps and related equipment, pumping and mechanical surging, high velocity jetting, sand blasting, painting, pump tests, closed circuit TV inspection, application of various chemicals and mobilization and dismantling. Services required pursuant to this contract are anticipated for a two (2) year term.

A bid bond in the amount of ten percent (10%) of the total bid amount shall be required with all bids submitted. Performance and Labor and Material Payment Bonds in the amount of 100% of the contract sum shall be required from the selected bidder following award. A Maintenance Bond in the amount of ten percent (10%) of the contract sum shall be required after completion of work and prior to final payment. **Wage rates do apply for all projects over \$100,000.00.**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov**. All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in Room B-19, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms and in a sealed envelope and marked with the Bid Return Label provided as designated in the Information for Bidders. All questions concerning this bid should be directed to the office of the Supervisor of Purchases at 860-638-4895.

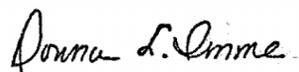
Bid proposals must be executed in accordance with and are subject to the instructions contained within the Information for Bidders. Within thirty (30) days after opening the bids, the three (3) apparent lowest responsible bidders' bond documents will be retained and all others returned. The three (3) lowest responsible bidders' bond documents may be held for a period of up to ninety (90) calendar days or until a contract is signed and then all bond documents, other than those of the successful responsible bidder shall be returned.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids and amendments to bids received after the time set for the bid opening will not be considered. All bids must be completely filled out when submitted. No bid may be withdrawn for a period of ninety (90) days subsequent to the opening of bids without the City of Middletown's written consent. Withdrawal of any bid must be submitted in writing to the City of Middletown.

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

Dated: **05/02/2014**

Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

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

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

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

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) consecutive calendar days after the bid opening, the City will act upon them. The acceptance of a proposal will be either a written notice of award, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

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

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

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section **78-8 (m)**, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract to **the lowest responsible bidder(s)** submitting the **lowest total cost per category** complying with these specifications providing that sufficient funds are available to award the contract(s). **The City of Middletown shall reserve the right to make multiple awards based upon the lowest unit price per item / per category and/or based on what is in the best interest of the City.**

8. Time of Completion/liquidated Damages - The bidder shall commence work within ten (10) consecutive calendar days from the date specified in the Notice to Proceed as issued by the City and shall agree to fully complete the work in accordance with the time frame specified. The bidder shall further agree to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter that the work is incomplete as provided in the General Conditions of this contract.

Failure to meet the above specified completion time shall constitute default and breach of contract and the owner may then authorize procurement of such services from the most expeditious alternate source available to them.

All excess expenses charged for alternate procurement of defaulted services under this contract shall be deducted from monies due to the low bidder on this contract. If no monies are due, the bidder shall pay the difference between the contract price and what the owner must pay to obtain the item from an alternate source.

9. Contract Term- The term of this contract shall be for a period of two (2) years commencing on **June 1, 2014 and terminating on May 31, 2016.**

10. Extension Option - The City reserves the right to renew the contract for up to one additional year provided that contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Purchasing Office. Authorization to renew the contract shall be by a written amendment to the contract only as prepared by the Purchasing Office to be authorized upon the Mayor's signature.

11. Prices - In the event of a discrepancy between the unit prices or lump sum prices quoted in the proposal in words and those in figures, the written prices shall control. The prices are to include furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified herein. **Bid unit prices are to be fixed for the duration of the contract.**

11. Interpretations and Addenda - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or email to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Friday, May 9, 2014 by 4:30 pm.** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.MiddletownCT.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

12. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated for only those services provided up to the end of that month, at which time this contract shall terminate. Total compensation due under this contract shall be based upon the work completed up to the end of the month which shall be compensated at the unit prices bid.

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

14. Progress Payments: Progress payments shall be made in accordance with item # 1.9.2, Page 67 of the General Conditions of the contract of these specifications, unless specifically modified herein. At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation **shall not** be included in the Application for Payment.

The Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment. The amount paid to the Contractor shall be the amount due less five percent (5%) retainage.

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

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

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Engineer a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project. Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or supplier furnishing labor or materials on this project in accordance with the contract.

15. Quantities - The quantities and types of work specified herein are approximate only as determined by the City. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids. Bidders are advised that these quantities are **not guaranteed**.

The City of Middletown shall reserve the right to increase or decrease the actual quantities and types of work required or to delete them entirely at the time the contract is awarded without prejudice toward the quoted bid price if to do so is in the City's best interest. The bidder shall not be entitled to any extra payment should the quantities be reduced or deleted at the time the contract is awarded or at any time thereafter.

16. Excise and Sales Tax - Services provided to the

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

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

18. Conditional/Qualified Bids - A conditional or qualified bid will not be accepted.

19. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder.

20. Items, Indeterminate Items, and Comparison of Bids -

- A. The work to be done under this contract has been divided into parts to enable each bidder to bid on the different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the proposal.
- B. The owner promises to examine and consider thoroughly each proposal submitted provided that bidder, in return, promises as set forth in the proposal that he will not withdraw his proposal while it is being considered and will execute the contract agreement and furnish the required bonds and insurance certificates if his proposal is accepted.
- C. Bids will be compared on the basis of the quantities and unit or lump sum prices stated

in the proposal.

21. Information Not Guaranteed -

- A. All information given on the drawings or in the contract documents relating to test pits, subsurface conditions, and existing pipes and other structures is from the best sources at present available to the owner. All such information and the DRAWINGS OF EXISTING CONSTRUCTION are furnished only for the information and convenience of bidders.
- B. It is understood that the Owner does not warrant or guarantee that the materials, pipes or other structures encountered during construction will be the same as those indicated by the logs of test pits or by the information given on the drawings or in the contract documents. The bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.
- C. It further is agreed and understood that the bidder or the contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the contract documents.

22. Materials Furnished by Owner - The City's Water Department will supply water for the Contractor's use. This water shall be taken from two hydrants located on River Road. The Contractor shall provide his/her own piping, fittings, backflow preventors etc., as necessary to convey the water from the hydrants to the wells.

23. Bonds -

- A. Bid Bond - The proposal must be accompanied by a Bid Bond which shall not be less than ten (10%) percent of the total

bid amount. The Bid Bond shall be prepared on the forms attached to these documents by a recognized Surety Company acceptable to the City. Premiums shall be paid by the bidder. The bid bond shall be made to the City of Middletown. **Alternate bond forms will not be accepted.** Certified checks in an amount of not less than ten (10%) percent of the total bid as stated above, made payable to the City of Middletown, will be accepted in lieu of a bid bond.

- B. Guarantee by Surety - The bid shall be accompanied by a written guarantee **submitted on the form attached to these documents** by a Surety authorized to do business in Connecticut that it will provide the 100% Performance Bond included within these specifications required by the contract documents if the bidder's bid is accepted.
- C. Performance and Labor and Materials Bond - The bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor or supplying materials on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown. The bidder must utilize the Performance Bond Form included with these specifications. **Alternate bond forms will not be accepted.**
- D. Maintenance Bond - Following completion of the project, the bidder shall be required to furnish a Maintenance Bond on the designated form incorporated herein. The Maintenance Bond shall be in the amount of ten percent (10%) of the contract price and must be furnished to the City of Middletown prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment as set forth in the Maintenance Bond. **Alternate bond**

forms will not be accepted.

- E. Amendments to Bonds - Any changes, modifications, amendments and/or alterations to any of the required bond forms shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

24. Tax Bonds: All Non-resident Trade Contractors are required to post with the State of Connecticut Department of Revenue Services a Guaranty Bond (form AU-766) or Cash Bond (form AU-72) in the amount required by the State. This bond will secure payment for applicable taxes payable to the State with regards to this Project. The successful bidder must provide the Notice of Acceptance letter prior to the release of the first progress payment under the Contract or the City of Middletown must remit five percent (5%) of the total contract value directly to the State. This five percent is in addition to the Project retainage.

25. City Ordinance - The bidder agrees to abide by the following ordinances executed by the Common Council of the City of Middletown:

- Chapter 26 Article I Contract Provisions Required to Equal Opportunity in Employment.
- Chapter 26 Article II Contract Provisions Required Pertaining to Tradesmen and Laborers.
- Chapter 26 Article III Contract Provisions Required for Adequate Delivery of Service
- Chapter 26 Article IV. Contract Provisions Required Pertaining to Apprentices.
- Chapter 26 Article V Fair Classification of Tradesmen and Laborers.

(A copy of these ordinances is attached at the completion of the Information for Bidders.)

26. Wage Rates - Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Contractor's Wage

Certification Form, a copy of which is attached, are made a part of this Contract. The bidder shall submit with his/her bid a completed, notarized Contractor's Wage Certification form. These forms are included in the Bid Proposal.

Pursuant to § 31-51 of the Connecticut General Statutes, as amended, the bidder, shall submit a certified payroll record, utilizing the form furnished with the prevailing wage rates included within these specifications. The certified payroll shall be submitted on a weekly basis with **Statement of Compliance** to the contracting agency included on the reverse side of the payroll form.

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

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

28. Installation - The bidder shall complete the work in accordance with the industry standard and these specifications. All work required pursuant to this contract shall be completed on site.

29. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

30. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of

Middletown awards or accepts such contract, without further acknowledgment by the parties.(5-14-93)

31. Unit Price Items - The unit price for each of the several items in the proposal of the Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity estimated for each item by the unit price represents the total bid. Any proposal not conforming to this requirement may be rejected as unsatisfactory. The special attention of all the bidders is called to this provision that should conditions make it necessary to revise the estimated quantities, no limit will be fixed for such increased or decreased quantities; payment for same shall be made at contract unit prices.

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

33. Bidders Qualifications - The City of Middletown may make such investigation as deemed necessary to determine that ability of the bidder to discharge his contract. The bidder shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the bidder fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill his obligations and complete the terms of the contract. Determination of the lowest responsible bidder will be administered in conformity with the City ordinance. Each bidder shall submit, on the form furnished for that purpose, a completed notarized statement of their qualifications for the work contemplated.

34. Extent and Limits upon Bid Items This contract is established with average times to complete well redevelopment for each of the ten (10) wells once during the two year life of this contract. It is likely but not guaranteed that each well will be redeveloped once during the contract period.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

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

26-2 Enforcement Officer

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

26-3 Provisions to be Included

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

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding

persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

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

26.4 Notices to be posted on project site.

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

26.5 Subcontractors and Suppliers

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

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

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

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

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If

the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

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

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

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

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

G. All trades workers or laborers hired to perform under the contractor shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing Rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contractor.

26-8 Definitions

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

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

26-9 Inspection and Enforcement

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

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

C. The Purchasing Agent shall inform the

Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.

B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.

C. The Purchasing Agent shall provide staff assistance to the committee.
(3/1/82, 11/1/02, 2/3/2003)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

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

A. A description of the services provided under the contract.

- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

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

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

26-13 Exception

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

26-14 Enforcement

The contractor shall submit such relevant documents

and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party. (12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

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

26-16 Determination of status as employee.

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

- A. The person is required to comply with company instructions about when, where, and how work is done;

- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

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

26-18 Applicability

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

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor. **(9/7/99, 11/1/2002)**

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

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

(Check the one which applies.)

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

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

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

Notary Public:

My Commission Expires:

BID #2014-013
REDEVELOPMENT OF WELLS #1 - 10 (AS NEEDED)
WATER AND SEWER DEPARTMENT

SUPPLEMENTARY GENERAL CONDITIONS

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

Article 1. Contractor's Claim for Damage:

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

Article 2. Conditions Under Which the Owner May Complete:

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

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

Article 3. Payments:

The bidder shall submit an itemized invoice following completion of the work. Payment shall be made in accordance with the procedure outlined in the contract agreement.

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

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

Article 5. The Contract Sum:

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

Article 6. Presidential Executive Order 11246:

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

Article 7. Changes in the work:

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

Article 8. Connecticut General Statutes Section 31-286a, as amended:

All bidders are required to conform to the requirements of Connecticut General Statutes Section 31-286a, as amended, concerning Workers Compensation Insurance for Contractors on Public Works projects.

Article 9. Site Conditions:

At the date fixed for opening of bids, it will be presumed that the bidder has made an examination of the location and site of the work to be done under this contract; has satisfied himself as to actual conditions, requirements, and quantities of work, and has read and familiarized himself with all contract documents. Failure to complete said site inspection will not relieve the bidder of this responsibility or entitle him to any additional compensation or consideration with respect to this contract.

Article 10. Indemnification:

A. To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and
2. is caused in whole or in part by any negligent act or omission of the bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and
2. is caused in whole or in part by any negligent act or omission of the subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

Article 11. Trafficmen/Traffic Directors:

Bidders are advised that no trafficmen services shall be required for this contract; however, if these services become necessary the City will pay for these services directly at the set municipal rates.

NOTICE OF AWARD

TO: AWARDED VENDOR NAME

PROJECT DESCRIPTION: **BID #2014-013 REDEVELOPMENT OF WELLS #1 - 10
(AS NEEDED) - WATER AND SEWER DEPARTMENT**

The City of Middletown has selected your firm as the apparent low bidder to provide **REDEVELOPMENT OF WELLS #1 - 10 (AS NEEDED)** in response to its advertisement for bids dated **05/02/2014** and in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted for items to be provided at the following costs unit costs:

ITEM DESCRIPTION QUANTITY UNIT PRICE EXTENSION

For a total contract award of:

_____ (\$ _____)

Written figures

_____ will be authorized

Awarded Firm Name

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

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

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

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

Dated this _____ day of _____, 2014

By: _____
Title: Supervisor of Purchases

ACCEPTANCE OF NOTICE

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

Signature _____

this the _____ day of _____, 2014.

Name/Title _____

**AGREEMENT - BID #2014-013
REDEVELOPMENT OF WELLS #1 - 10 (AS NEEDED)
WATER AND SEWER DEPARTMENT
Middletown, Connecticut**

THIS AGREEMENT, made this day of , 2014, by and between the City of Middletown, Connecticut, hereinafter called the Owner, and _____ called the bidder, WITNESSETH: that the parties to this agreement each in consideration of the agreements on the part of the other herein contained have agreed, and by this presents do hereby agree, the Owner for itself, and the bidder, for himself, and his heirs, executors, administrators, successors and assigns, as follows:

Article 1. Scope of Work - The bidder shall furnish all of the labor, equipment, materials and incidentals necessary to complete improvements to the wells as indicated in the Contract Documents entitled: "**BID #2014-013 REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)**" as prepared by the City of Middletown, Connecticut.

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

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

# ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
--------------------	----------	------------	-----------

Total compensation due the contractor shall be made based upon the work actually completed at the above

unit and or lump sum prices and shall be:

_____ (\$ _____).

Written figures

Based upon the estimated quantities.

Article 3. Term of Contract : The term of this contract shall be for a period of two (2) years commencing on **June 1, 2014 and terminating on May 31, 2016.** **This contract may be extended by one year if both parties agree.**

Article 4. Payment: At least ten (10) days before each progress payment falls due (but not more than once a month), the contractor will submit to the City, for review, an application for payment filled out and signed by contractor covering the completed work as of the date of application, including such other data as the City may require. Materials stored on the site for future installation shall not be included in the application for payment.

A. The contractor warrants and guarantees that title to all work, materials and equipment included and covered by the application for payment will have passed to the owner, prior to making the application, free and clear of all liens, claims, security interest and encumbrances. Refer to page 47 of these specifications for form.

B. The City will, within ten (10) days after receipt of each application, either accept or refuse the application indicating his reasons for refusal in writing. In the case of refusal, the contractor may make the necessary corrections and resubmit the application for payment.

C. The amount paid the contract shall be the amount due less five percent (5%) retainage. The retainage will be held by the owner until the completion of the work.

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

Article 5. The Contract Documents include the Invitation to Bid, the Information for

Bidders, the Bid Attachments, the General Specifications, the General Conditions, Pollution Control and Environmental Protection Specifications for Well Development, the Bid Proposal Page, the Non-Collusive Bid Statement, the Notice of Award, this Agreement, the C.G.S. Conformance Form, any addenda issued, the Wage Rates, the Statement of Contractor's Qualifications, Performance Bond, Labor and Materials Payment Bond and the Insurance Requirements which form the entire Contract as if more fully stated herein.

Article 6. Time of Performance - The services required under this contract shall become active within ten (10) days following receipt of the Notice to Proceed and shall be completed within the schedule set forth in the work order.

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

WITNESS:

CITY OF MIDDLETOWN, CONNECTICUT

Mayor _____
Daniel T. Drew

Date: _____

WITNESS:

BIDDER:

BY _____

Date: _____

NOTICE TO PROCEED

Date _____, 2014

TO:

PROJECT DESCRIPTION: BID #2014-013 REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)-WATER AND SEWER DEPARTMENT

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____ and you are to complete the work in accordance with the schedule established in the work order.

THE CITY OF MIDDLETOWN

By: _____

Title: SUPERVISOR OF PURCHASES

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 2014

Bidder: _____

By: _____

Title: _____

CC: Water and Sewer Department

Certified Mail Return Receipt #

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the _____ hereinafter called the
"Owner", in the penal sum of \$ _____ (\$ _____)
Dollars

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for **BID # 2014-013 REDEVELOPMENT OF WELLS #1 - 10 (AS NEEDED)**.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2014, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

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

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

(Seal)

Individual Principal

Business Address

Attest:

By: _____
Corporate Principal

Business Address

By _____

Affix Corporate Seal

Attest:

Corporate Surety

Business Address

By _____

Affix Corporate Seal

Countersigned by _____

*Attorney-in-fact, State of _____

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

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called "City" in the amount of _____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for **Bid #2014-013 REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

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

Signed and sealed this _____ day of _____, 2014 A.D.

In the presence of:

_____ (SEAL)
Principal

_____ by _____

_____ (SEAL)

_____ BY _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called "Principal", and _____ as Surety, hereinafter called "Surety", are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called the City, for the use and benefit of claimants as hereinbelow defined, in the amount of dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with the City for **#2014-013 REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)** made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall pay for all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work, and used therein, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41 to 49-43 of the Connecticut General Statutes, as amended, and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they copied at length herein.

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

Signed and sealed this ___ day of _____, 2014, A.D.

In the presence of:

_____ (Seal)
Principal

_____ By _____

_____ (Seal)
Surety

_____ By _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned, _____

_____ (Contractor) as Principal, and _____

, as Surety, are held and firmly bound unto the City of Middletown, Connecticut, hereinafter called the "City", in the final sum of _____ Dollars (\$ _____) lawful monies of the United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated _____, 2014, for the **Contract Bid #2014-013 REDEVELOPMENT OF WELLS #1 - 10 (AS NEEDED) – WATER AND SEWER DEPARTMENT.**

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of twelve (12) months from the date of final Payment and issuance of a Certificate of Completion, without additional cost to the City. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the City. The maintenance excludes the normal diminution of well capacity that occurs through use.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this _____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

In the presence of:

_____(Seal)
(Individual Principal)

(Business Address)

_____(Seal)
(Partnership)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____(Seal)

Attest:

(Corporate Surety)

Countersigned by:

_____(Seal)

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

CERTIFICATE OF SURETY

The undersigned, _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to _____ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in Bid No. **#2014-013 REDEVELOPMENT OF WELLS # 1 – 10 (AS NEEDED)**

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

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2014.

Signed, Sealed and Delivered
in the Presence of:

SURETY COMPANY OF DULY
AUTHORIZED AGENT

Its Duly Authorized

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: _____

SUBMITTED BY: NAME: _____ Corporation []

ADDRESS: _____ Partnership []

PRINCIPAL OFFICE: _____ Individual []

Joint Venture []

Other []

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a Well Contractor?

2. How many years has your organization been in business under its present business name?

3. If a Corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President: _____

4. If a Partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

(General/Limited/++Asso)

Name and address of all partners:

Vice President(s): _____

Secretary: _____

Treasurer: _____

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces? ____

List trades:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?_____ If so, state circumstances:

9. List major construction projects your Organization has under contract on this date:

<u>PROJECT NAME</u>	<u>OWNER</u>	<u>ARCHITECT/ENGINEER</u>	<u>CONTRACT AMOUNT</u>	<u>CONTRACT DATE</u>	<u>PERCENT COMPLETE</u>	<u>SCHEDULED COMPLETION</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

10. List major construction projects your Organization has completed in the past five years:

<u>PROJECT NAME</u>	<u>OWNER</u>	<u>ARCHITECT/ENGINEER</u>	<u>CONTRACT AMOUNT</u>	<u>DATE AWARDED</u>	<u>DATE COMPLETED</u>	<u>PERCENT WITH OWN FORCES</u>
---------------------	--------------	---------------------------	------------------------	---------------------	-----------------------	--------------------------------

11. Lists of the plant and equipment available to properly and expeditiously perform the work:

12. List the construction experience of the principal individuals in your Organization:

<u>Individual's Name</u>	<u>Construction Experience-Years</u>	<u>Present Position & Years Experience</u>	<u>Dollar Volume Previous Position & Responsibility</u>	<u>Years Experience</u>
--------------------------	--------------------------------------	--	---	-------------------------

13. List states and categories in which your Organization is legally qualified to do business:

14. Bank References:

15. Trade References:

16. Name of Bonding and Insurance Companies and Name and Address of Agents:

-
17. The undersigned agrees to furnish, upon request by the Owner, if being considered for award of contract for the project upon which a bid proposal has been submitted within 48 hours after the bid opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).

Date of Statement or balance sheet: _____

Name of firm preparing statement: _____ By: _____
(Agent and Capacity)

18. Dated at _____ this _____ day of _____ 2014.

19. NOTARIZATION: State of _____ County of _____

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

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

Subscribed and sworn before me this _____ day of _____ 2014.

Notary Public: _____

My Commission Expires: _____

CITY OF MIDDLETOWN

CHANGE ORDER

Page 1

BID #2014-013 Redevelopment of Wells #1-10 (As needed) Water and Sewer Department

To: _____ Change Order Number: _____
Name and Address

_____ Contract Date: _____

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

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

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

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

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

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

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

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

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

Architect Contractor City of Middletown

Address Address Address

By By By (Mayor)

Date Date Date

CERTIFICATE OF WAIVER AND RELEASE OF LIEN

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

Subcontractor Name/Address

a corporation/partnership/business organized under the laws of the State of Connecticut, in consideration of the sum of:

Written figures (\$ _____)

received from _____,
General Contractor Name/Address

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heirs, executors, administrators, successors and assigns all liens or right to claim a lien for work done and in place as of the date of this Release at the project commonly known as CITY OF MIDDLETOWN, Bid #2014-013 REDEVELOPMENT OF WELLS #1 - 10 (AS NEEDED) – WATER AND SEWER DEPARTMENT

_____ hereby
Name of Subcontractor

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

IN WITNESS WHEREOF, _____,
Subcontractor Name/Address

has caused this Waiver and Release of Lien to be executed by its duly authorized officer this ___ day of _____, 2014

Executed and delivered in the presence of:

_____ By: _____
Witness

Witness

State of: _____ :

ss _____, 2014

County of _____ :

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

_____ of

Title

Name of Subcontractor

and that the statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2014

Notary Public

Date

My commission expires: _____

**CITY OF MIDDLETOWN, CONNECTICUT
WORKERS' COMPENSATION ACT
CONFORMANCE FORM**

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

_____ do hereby certify that the

_____ and all of its
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

Signed

Subscribed and sworn to before me this _____ day of _____, 2014

Notary Public

My Commission Expires: _____

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT**

CONTRACTOR'S CHECK LIST

BID #2014-013 REDEVELOPMENT OF WELLS #1 – 10 (AS NEEDED)

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

FORM DESCRIPTION

- 1. BID PROPOSAL PAGES: **Pages 46 through 51**
- 2. CONTRACTOR'S QUALIFICATION STATEMENT: **Pages 34 through 39**
- 3. NON-COLLUSIVE STATEMENT: **Page 52
(Notarized Original)**
- 4. CONFORMANCE FORM: **Page 44
(Notarized Original)**
- 5. STATE OF CONNECTICUT WAGE CERTIFICATION FORM:
**Located in Wage Rate Attachment
(Notarized Original)**
- 6. BID BOND: **Pages 25 through 26**
- 7. CERTIFICATE OF SURETY: **Page 33**
- 8. AFFIDAVIT OF LOCAL VENDOR: **Page 16
(Notarized Original)
To be submitted with bid for local Middletown bidders only**

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENDED TOTAL IN FIGURES
1	10	EACH	MOBILIZATION AND DEMOBILIZATION FOR REDEVELOPMENT: INCLUDES FURNISHING MACHINERY, TOOLS, PERSONNEL AND ALL OTHER EQUIPMENT AND SUPPLIES NECESSARY TO CARRY ON AND COMPLETE THE WORK PROPERLY AND TO RESTORE SITE TO ORIGINAL CONDITION – UNIT PRICE PER EACH WELL _____ (\$ _____) Written Figures	\$ _____
2	10	EACH	REMOVAL AND REINSTALLATION OF EXISTING OR REPLACEMENT PERMANENT PUMPS AND APPURTENANCES INCLUDING VISUAL INSPECTION OF EACH PUMP. (FOR WELLS NOS.1, 2A,3, 4A, 5,6,7,8, 9, & 10) PER EACH WELL _____ (\$ _____) Written Figures	\$ _____
3	50 HOURS	PER HOUR	HIGH-VELOCITY JETTING USING A FOUR-PORT JETTING TOOL, HIGH PRESSURE HOSE AND PIPING, SEDIMENTATION BASIN AND ALL OTHER NECESSARY EQUIPMENT TO PERFORM REDEVELOPMENT. (FOR WELLS NOS.1, 2A,3, 4A, 5,6,7,8, 9, & 10) PER HOUR _____ (\$ _____) Written Figures	\$ _____
4	50 HOURS	PER HOUR	AIR IMPULSE GENERATOR USING A PISTON OPERATED TOOL, HIGH PRESSURE HOSE AND PIPING, SEDIMENTATION BASIN AND ALL OTHER NECESSARY EQUIPMENT TO PERFORM REDEVELOPMENT (FOR WELLS # 1, 2A, 3, 4A, 5, 6, 7, 8, 9, & 10) PER HOUR _____ (\$ _____) Written Figures	\$ _____

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENDED TOTAL IN FIGURES
5	500 HOURS	PER HOUR	MECHANICAL SURGING AND SIMULTANEOUS PUMPING OF WELLS BETWEEN CHEMICAL TREATMENTS. SEDIMENTATION BASIN AND ALL OTHER NECESSARY EQUIPMENT TO PERFORM REDEVELOPMENT. (FOR WELLS NOS.1, 2A,3, 4A, 5,6,7,8, 9, & 10) PER HOUR _____ (\$ _____) Written Figures	\$ _____
6	300 FEET	PER FOOT	SANDBLASTING AND PAINTING (AWWA APPROVED) INCLUDING COLUMN PIPING, BOWL ASSEMBLY, AND DISCHARGE HEAD PER FOOT _____ (\$ _____) Written Figures	\$ _____
7	80 HOURS	PER HOUR	PUMP TESTS BEFORE AND FOLLOWING REDEVELOPMENT. PER HOUR _____ (\$ _____) Written Figures	\$ _____
8	300 GAL	PER GALLON	MURIATIC ACID 28% PER GALLON _____ (\$ _____) Written Figures	\$ _____
9	300 GAL	PER GALLON	HYDROXYACETIC ACID 70% PER GALLON _____ (\$ _____) Written Figures	\$ _____
10	400 POUND	PER POUND	CALCIUM HYPOCHLORITE (65% C12) PER POUND _____ (\$ _____) Written Figures	\$ _____
11	600 POUND	PER POUND	SODIUM HEXAMETAPHOSPHATE PER POUND _____ (\$ _____) Written Figures	\$ _____
12	100 GAL	PER GALLON	UNICID CATALYST PER GALLON _____ (\$ _____) Written Figures	\$ _____

#	QTY	UNIT OF MEASURE	DESCRIPTION UNIT PRICE IN WORDS AND FIGURES	EXTENDED TOTAL IN FIGURES
13	100 POUND	PER POUND	UNICID GRANULAR PER POUND _____ (\$ _____) Written Figures	\$ _____
14	10	EACH	TV INSPECTION PER WELL FOR ONE PRE-DEVELOPED & ONE (1) POST-DEVELOPED WELL SCREEN. PRICE SHALL INCLUDE ONE PRE-DEVELOPMENT AND ONE POST DEVELOPMENT WHICH MAY BE REQUIRED UNDER BOTH NORMAL AND EMERGENCY CONDITIONS _____ (\$ _____) Written Figures	\$ _____
15	4	EACH	PREMIUM CHARGE FOR AN EMERGENCY WORK ORDER TO BE ADDED TO THE CHARGE FOR THE RE –DEVELOPMENT OF EACH WELL. RESPONSE REQUIRED WITHIN 48 HOURS. _____ (\$ _____) Written Figures	\$ _____
16	1	ALLOW- ANCE	ALLOWANCE FOR VERTICAL TURBINE PUMP REPAIR AND/OR REPLACEMENT. TO BE USED TO PAY ITEMIZED BILLS FOR REPAIRS AND REPLACEMENTS. (NOTE : CONTRACTOR MAY ADD HIS OVERHEAD & PROFIT ONLY TO BASE INVOICE FROM REPAIR OR PUMP COMPANY) <u>TWENTY THOUSAND DOLLARS (\$20,000)</u> Written Figures	<u>\$20,000.00</u>

THE UNDERSIGNED HAS EXAMINED AND CAREFULLY READ THE INFORMATION FOR BIDDERS AND SPECIFICATIONS HEREIN REFERRED TO AND PROPOSES AND AGREES TO CONTRACT WITH THE CITY OF MIDDLETOWN IN THE FORM OF A CONTRACT AND TO FURNISH ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS SPECIFIED IN THE SPECIFICATIONS IN THE MANNER PRESCRIBED AND ACCORDING TO THE REQUIREMENTS SET FORTH FOR THE SUM OF:

GRAND TOTAL BID: ITEMS #1-16 INCLUSIVE

_____ (\$ _____)
Written figures

IN SUBMITTING THIS BID, THE BIDDER ACKNOWLEDGES THAT:

THE VARIOUS **UNIT PRICES BID WILL CONTROL** IN ANY CONTRACT(S) WHICH MAY BE AWARDED ARISING FROM THIS BID; THAT THE ESTIMATED QUANTITIES ABOVE ARE APPROXIMATE ONLY AND ARE USED SOLELY FOR THE PURPOSE OF COMPARISON OF BIDS; THAT THE NUMERICAL PRODUCTS OBTAINED BY MULTIPLICATION OF THE ABOVE UNIT PRICES WITH THE ESTIMATED QUANTITIES AND THE TOTAL DERIVED THEREOF HAVE BEEN INSERTED ONLY FOR THE CONVENIENCE OF THE BIDDER AND TO FACILITATE CONSIDERATION OF THE BIDS BY THE OWNER.

NO REPRESENTATION OF WARRANTY HAS BEEN MADE BY THE OWNER THAT THE ESTIMATED QUANTITIES USED FOR COMPARISON OF BIDS WILL EVEN APPROXIMATE THE ACTUAL QUANTITIES REQUIRED TO COMPLETE THE WORK REQUIRED UNDER THIS CONTRACT.

UPON RECEIPT OF WRITTEN NOTICE OF ACCEPTANCE OF THIS BID BY THE OWNER, THE BIDDER SHALL EXECUTE THE CONTRACT ATTACHED TO THESE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS AND DELIVER THE BONDS AS REQUIRED IN THESE DOCUMENTS. THE BID SECURITY SUBMITTED WITH THIS BID WILL BECOME THE PROPERTY OF THE OWNER IN THE EVENT THE CONTRACT AND BONDS ARE NOT EXECUTED WITHIN THE TIME HEREIN SET FORTH AS LIQUIDATED DAMAGES FOR THE DELAY AND ADDITIONAL EXPENSE TO THE OWNER CAUSED THEREBY.

THIS BID IS MADE WITH THE UNDERSTANDING THAT IT CANNOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE DATE SET FOR OPENING OF BIDS.

THIS BID IS SUBMITTED IN FULL COMPLIANCE WITH THE CONDITIONS OUTLINED IN THE CONTRACT DOCUMENTS. THE BIDDER HAS FULLY RESPONDED TO AND COMPLETELY FILLED IN ALL REQUIRED SPACES IN THE BID DOCUMENTS, INCLUDING THE NON-COLLUSIVE FORM, AND OBTAINED THE NECESSARY NOTARY PUBLIC SIGNATURES, WHERE REQUIRED.

IF THIS BID SHOULD BE ACCEPTED BY THE CITY OF MIDDLETOWN AND THE BIDDER SHALL FAIL TO NEGOTIATE AND FULFILL ALL TERMS OF THE CONTRACT, THE BID BOND ACCOMPANYING THIS BID (PROPOSAL) SHALL BECOME THE PROPERTY OF THE CITY OF MIDDLETOWN; OTHERWISE THE ACCOMPANYING BID BOND WILL BE RETURNED TO THE UNDERSIGNED UPON SATISFACTORY EXECUTION OF THE CONTRACT. WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ATTACHED HEREIN.

Warranty: _____

Date: _____

Corporation

Company

President

Address

Treasurer

City, State & Zip Code

Manager

Signature & Title

Telephone Number

FEIN Number (Required)

Name, Title and Phone # of Individual to contact with questions regarding this bid:

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (pg. 52).

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

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

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

TECHNICAL SECTION 1
GENERAL CONDITIONS

1.1 GENERAL

1.2 DEFINITIONS

**1.3 PROGRESS AND SUBMISSION OF SCHEDULES; QUALIFICATIONS, PRECONSTRUCTION
CONFERENCE: TIME OF STARTING THE WORK**

- 1.3.1 Schedules
- 1.3.2 Qualifications
- 1.3.3 Pre-Construction Conference
- 1.3.4 Certificates of Insurance
- 1.3.5 Notice to Proceed

1.4 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 1.4.1 Intent
- 1.4.2 Correlation of Documents
- 1.4.3 Application of Detailed Specifications
- 1.4.4 Discrepancies, Errors and Omissions
- 1.4.5 Additional Instructions and Detail Drawings
- 1.4.6 Compliance with Laws
- 1.4.7 Provisions Required by Law Deemed Inserted

1.5 RESPONSIBILITIES, OBLIGATIONS AND LIABILITY OF CONTRACTOR

- 1.5.1 General
- 1.5.2 Separate Contracts
- 1.5.3 Mutual Responsibility of Contractors
- 1.5.4 Sub-Contracting
- 1.5.5 Protection of Work and Property
- 1.5.6 Indemnity
- 1.5.7 Non-Interference with and Protection of Public
- 1.5.8 Supervision of Work
- 1.5.9 Licenses and Permits
- 1.5.10 Assignment
- 1.5.11 Labor Provisions
- 1.5.12 Employ Sufficient Labor and Equipment
- 1.5.13 Access to Work
- 1.5.14 Examination of the Work
- 1.5.15 Reports, Records and Data
- 1.5.16 Defective Work
- 1.5.17 Mistakes of Contractor
- 1.5.18 Facilities and Utilities
- 1.5.19 Prices for Work
- 1.5.20 Suspension of Work
- 1.5.21 Contractor's Right to Terminate

1.5.22 Delays and Extension of Time

1.6 RESPONSIBILITIES, OBLIGATIONS AND LIABILITY OF THE OWNER

1.6.1 Land of Owner, Use of, by Contractor

1.6.2 Delay by Owner

1.6.3 Owner's Right to Take Over the Work

1.6.4 Right of Occupancy

1.7 AUTHORITY OF THE ENGINEER

1.7.1 General Supervision and Direction of Work

1.7.2 Decisions and Explanations by the Engineer

1.7.3 Engineer's Decision Questioned

1.7.4 Discontinuance of Work

1.8 CONDUCT OF THE WORK

1.8.1 Quantities of Estimate

1.8.2 Alterations

1.8.3 Extra Work

1.8.4 Extension of Time on Account of Extra Work

1.8.5 Changes Not to Affect Bonds

1.8.6 Claims for Damages

1.8.7 Additional or Substitute Bond

1.8.8 Intoxicating Liquors

1.9 PROGRESS ESTIMATES AND PAYMENT

1.9.1 Progress Estimates

1.9.2 Progress Payments

1.9.3 Payments Withheld

1.9.4 Measurement of Quantities

1.9.5 Acceptance and Final Payment

1.9.6 Liens

1.9.7 Acceptance and Final Payment Constitutes Release

1.10 MISCELLANEOUS

1.10.1 Notice and Service Thereof

1.10.2 Taxes

1.10.3 Guarantee

1.10.4 Waivers

1.10.5 Patents

1.10.6 Conflicting Conditions

1.1 GENERAL

(a) The GENERAL CONDITIONS form a direct extension of the AGREEMENT with the intent of defining the relationship between the Owner, Engineer and Contractor and to delineate the obligations, responsibilities and privileges of each and to provide the framework for adjustment of the scope and duration of the work and the payment therefor.

1.2 DEFINITIONS

(a) Whenever the words defined in this Section or pronouns used in their place occur in the Contract Documents, they shall have the meanings herein given:

OWNER OR CITY

The City of Middletown, Connecticut acting through its Mayor or designated Department Director and their designees.

CONTRACTOR

The person, firm or corporation with whom the Owner has executed the Agreement and is so designated in the Agreement.

SUBCONTRACTOR - INDEPENDENT CONTRACTOR

An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor or independent contractor for the performance part of the work at the site.

ENGINEER

That person or firm duly appointed by the Owner to undertake the duties herein assigned to the Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

CONTRACT DOCUMENTS

The Contract Documents consist of the Advertisement for Bids, Instructions and Information for Bidders, Proposal, Agreement, General Conditions, Supplemental General Conditions, General Specifications, Technical Specifications and Drawings hereof incorporated in the documents before their execution. These form the Contract.

WORK

Any and all obligations, duties and responsibilities necessary to the successful completion of the project, assigned to or undertaken by the Contractor, under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals. Any work not expressly set forth but which is inferable from Contract Documents shall be furnished or executed as though specifically shown or mentioned.

(b) Whenever in the specifications or upon the drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, or words of like import are used, it shall be understood that the direction, etc., of the Engineer as intended, and similarly the words, APPROVED, SATISFACTORY or words of like import, shall mean approved by, or acceptable or satisfactory to, the Engineer, unless otherwise stated.

1.3 PROGRESS AND SUBMISSION OF SCHEDULES; PRE-CONSTRUCTION CONFERENCE; TIME OF STARTING THE WORK

1.3.1 Schedules

- (a) Within ten days after execution of the AGREEMENT, the Contractor will submit to the Engineer for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a schedule of shop drawing submissions. At least ten days prior to submitting the first application for payment he shall also submit a bid item breakdown as required by the INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1.3.2 Qualifications

- (a) Provide a list of available equipment for use on this project. Please note that equipment not conforming to the criteria detailed in the specifications will not be accepted for use on this project.
- (b) A list containing a minimum of six references for well cleaning projects completed within the last five years by the Contractor. Information shall include the Owners' name, address, contact name phone number, and dates of service.

1.3.3 Pre-Construction Conference

- (a) Before submission of a notice to proceed with the work, a conference will be held to review the above schedules, to establish procedure for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the intent of the project. Present at the conference will be the Engineer, the Engineer's Project Representative, the Contractor and his Superintendent.

1.3.4 Certificates of Insurance

- (a) At the time of execution of the Contract, the Contractor will furnish the Owner and Engineer certificates of insurance as required by the INFORMATION FOR BIDDERS.

1.3.5 Notice to Proceed

The Owner or the Engineer will submit the Contractor a written notice to proceed, stating a date on which it is expected that the Contractor will start the work.

1.4 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENT

1.4.1 Intent

- (a) It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a modification.

1.4.2 Correlation of Documents

- (a) The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the work affected thereby. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: AGREEMENT, SPECIFICATIONS, DRAWINGS. Within the Specifications the order of precedence shall be as follows:

SUPPLEMENTAL GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS, GENERAL CONDITIONS, TECHNICAL PROVISIONS. Figure dimensions on drawings shall govern over the scale dimensions.

1.4.3 Application of Detailed Specifications

(a) It is not intended that all requirements with regard to the conduct of each Contract are included in any one section of the Detailed Specifications. It shall be the responsibility of each Contractor and Subcontractor to be aware of and comply with such other Detailed Specifications included in the Contract Documents as may be applicable.

1.4.4 Discrepancies, Errors and Omissions

(a) The Drawings and Specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to this Contract.

(b) Any correction of errors or omissions in drawings and specifications may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him.

(c) All work and materials indicated on the drawings and not mentioned in the specifications or vice versa and all work and materials usual and necessary to make the work complete in all its parts, whether or not they are mentioned in the specifications, shall be furnished and executed the same as if they were called for both on the drawings and by the specifications, but will not entitle the Contractor to consideration in the matter of any claim for extra compensation.

(d) On all work of remodeling nature or installation to or near an existing structure, the actual situation of the site controls any information given which may affect the quantity, size and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the drawings or within the specifications.

1.4.5 Additional Instructions and Detail Drawings

(a) The Contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

(b) Unless legal construction of the Contract states to the contrary elsewhere in the Contract Documents, the law of the place or building shall govern the construction of this Contract.

1.4.6 Compliance with Laws

(a) The Contractor shall keep himself fully informed of all existing and future State and National Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, the materials used in the work, or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and he shall protect and indemnify the Owner, its officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.4.7 Provisions Required by Law Deemed Inserted

(a) Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein.

1.5 RESPONSIBILITIES, OBLIGATIONS AND LIABILITY OF CONTRACTOR

1.5.1 General

(a) The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

(b) The Contractor shall in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders.

1.5.2 Separate Contracts

(a) The Contractor shall coordinate his operations with those of other Contractors, the Contractor, including his Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors.

1.5.3 Mutual Responsibility of Contractors

(a) If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will also settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

1.5.4 Subcontracting

(a) The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

(b) The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any Subcontract which the Owner may exercise over the Contractor under any provisions of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

1.5.5 Protection of Work and Property

(a) The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in

connection with activities under this Contract.

(b) The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing.

(c) The Contractor shall take all precautions to prevent damage to the work by storms or by water entering the site of the work directly or through the ground.

1.5.6 Indemnity

(a) The Contractor agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, costs, expenses and other loss, including attorney's fees, and against all claims or actions based upon or arising out of or resulting from damage or injury (including death) to persons or property, caused by or sustained in connection with the negligence in whole or in part by any act or omission of the Contractor, any subcontractor, any independent contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

1.5.7 Non-Interference with and Protection of Public

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever necessary or required, and at his own expense, he shall maintain fences, furnish watchmen, maintain lights and take such precautions as may be necessary to protect life and property.

(b) The Contractor shall so carry on his work that traffic will be maintained as far as is reasonably possible in streets in which pipelines and/or other structures are to be built. Sidewalks and crossings shall be kept open for the passage of pedestrians, unless otherwise authorized.

Driveways to properties shall be kept open at all times except when pipe laying beneath them is in actual progress. Streets shall not be unnecessarily obstructed, and unless the Engineer shall authorize the complete closing of a street, the Contractor shall take such measures, at his own expense, as may be necessary to keep the street open for traffic.

(c) The Contractor shall construct and maintain, without extra compensation such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

1.5.8 Supervision of Work

(a) The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer in every possible way.

(b) At all times, the Contractor shall have as his agent on the work a competent superintendent who shall have full authority to act for the Contractor and to execute the orders or the directions of the Engineer without delay and supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

1.5.9 Licenses and Permits

(a) The Contractor shall, at his own expense, take out all necessary licenses and permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all

bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

1.5.10 Assignment

(a) The Contractor shall constantly give his personal attention to the faithful prosecution of the work, shall keep the same under this personal control, shall not assign, by power of attorney or otherwise, or sublet the work or any part thereof, without the previous written consent of the Owner, and shall not either legally or equitably assign any of the moneys payable under this Agreement, or his claim thereto, unless by and with the like consent of the Owner and the Surety on the Bond.

1.5.11 Labor Provisions

(a) The Contractor shall employ only competent men to perform the work, and shall discharge whenever ordered to do so by the Engineer, any employee who is disorderly whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work, or is not courteous to the public.

(b) No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no work, and in no event shall any person under the age of sixteen years be employed.

(c) The Contractor shall adhere strictly to the additional requirements with regard to discrimination in employment, employment or apprentices, and related labor requirements.

1.5.12 Employ Sufficient Labor and Equipment

(a) If in the opinion of the Engineer the Contractor is not employing sufficient labor and equipment to complete this Contract within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor and equipment as may be necessary to enable the work to progress properly.

1.5.13 Access to Work

(a) For purposes already specified and for any other purpose, the Owner, the Engineer, and their agents and employees may enter upon the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefore.

1.5.14 Examination of the Work

(a) The Engineer and his representative shall, at all times, be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the Specifications. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

(b) Re-examination of questioned work may be ordered by the Engineer and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of Re-examination and replacement. If such work be found not in accordance with the Contract Documents the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another party, and in that event, the Owner shall pay such cost.

(c) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his

Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Engineer before acceptance.

1.5.15 Reports, Records and Data

(a) The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer or Owner may request concerning work performed or to be performed under this Contract.

1.5.16 Defective Work

(a) The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and Re-execute his own work in accordance with the Contract and without expense to the Owner.

(b) If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the Owner may remove them and store the materials at the expense of the Contractor.

1.5.17 Mistakes of Contractor

(a) The Contractor shall make good any defects, omissions, or mistakes for which he, his employees, subcontractors or independent contractors are responsible, or he shall pay to the Owner all expenses, losses, and damages incurred therefrom as determined by the Engineer.

1.5.18 Facilities and Utilities

(a) The Contractor shall be deemed to have examined the site and to have secured full knowledge of all conditions under which the work is to be executed and completed, including the available roadway, rail and other approaches to the site and the space available for work areas, storage and for temporary offices, sheds, etc.

(b) The site and approach facilities are to be used with due regard for the Owner's requirements thereof and the requirements of others who may have been engaged by the Owner. If it should become necessary to move the materials or facilities of the Contractor, he shall do so upon request of the Owner or the Engineer; expense so incurred, shall be borne by the Contractor unless the request involves a movement from a previously approved working or storage area.

(c) The Owner shall not be held responsible for damages and losses incurred by the Contractor through the failure of any utilities and services furnished by the Owner. In the event of such failure, the Owner shall, however, exert every reasonable effort to expedite the restoration of such services at the earliest possible time.

1.5.19 Prices for Work

(a) The Owner shall pay, and the Contractor shall receive, the prices stipulated in the PROPOSAL attached hereto as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, for all risks of every description connected with the work, and for well and faithfully completing the work and the whole thereof, as herein provided.

1.5.20 Suspension of Work

(a) Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

1.5.21 Contractor's Right to Terminate

(a) If, through no act or fault of the Contractor the work is suspended for a period of more than ninety days by the Owner, or the Owner fails to pay the Contractor any sum approved by the Engineer within thirty days of its approval and presentation, then the Contractor may, upon seven days' written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due.

1.5.22 Delays and Extension of Time

(a) If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owners or the Engineer, or of any employee of either or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the Engineer may decide.

(b) No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continued cause of delay, only one claim is necessary.

(c) This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

1.6 RESPONSIBILITIES, OBLIGATION AND LIABILITY OF THE OWNER

1.6.1 Land of Owner, Use of, by Contractor

(a) The Owner shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

1.6.2 Delay by Owner

(a) The Owner may delay the beginning of the work or any part thereof if the necessary lands or right-of-way for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his part as the Engineer shall certify in writing to be just.

1.6.3 Owner's Right to Take Over the Work

(a) If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

(b) In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

(c) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, whereupon the surety shall have the obligation to take over and perform the Contract. If the surety does not promptly commence performance of the Contract after service of the notice of termination, the Owner may take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Engineer.

(d) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the Engineer approves the amount thus charged to the Contractor.

(e) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provision including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

1.6.4 Right of Occupancy

(a) The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its Contract with the Contractor.

1.7 AUTHORITY OF THE ENGINEER

1.7.1 General Supervision and Direction of Work

(a) The work shall be under the general supervision of the Engineer. While it is intended that the Contractor shall be allowed to carry on the Contract in accordance with such general plan as may appear to him most desirable, the Engineer, at his discretion, may from time to time, direct the order in which, and

points at which, the work shall be prosecuted; and may exercise such general control over the conduct of the work, at any time or place, as shall be required, in his opinion to safeguard the interests of the Owner; and the Contractor shall have no claim for damages or extra compensation solely on account of the fact that it shall have been necessary to carry on the work in different sequence from that which he may have contemplated.

1.7.2 Decisions and Explanations by the Engineer

(a) The Engineer shall make all necessary explanations as to the meaning and intent of the Contract Documents and shall give all orders and directions either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. The Engineer shall in all cases determine the amount, quality and acceptability of the work to be paid for under the Contract, and shall decide all questions in relation to said work. His decision and estimate shall be final and conclusive.

(b) Any differences or conflicts with regard to their work which may arise between the Contractor under this Contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

1.7.3 Engineer's Decision Questioned

(a) In the event that a determination or decision of the Engineer is questioned by the Contractor, the decision of the Engineer shall be a conditioned precedent to the Contractor's right to receive any money for the work or materials to which the question or difference in opinion relates.

(b) If the Contractor considers any work demanded of him to be outside the requirements of the Contract, he shall, upon such decision being made, ask in writing for written instructions, within two days after the request therefor. Upon receipt of such written instructions, the Contractor shall proceed without delay to perform the work within ten days after receipt of the written instructions. The Contractor may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of damages which the Engineer's decision will cause him. Unless the Contractor shall file such written protest with the Owner within such ten day period, he shall be deemed to have waived all grounds for such protests.

1.7.4 Discontinuance of Work

(a) The Engineer shall have the right to stop all work being done under the Contract if the Engineer finds that any phase of the work is not being done in accordance with the Plans and/or Specifications.

1.8 CONDUCT OF THE WORK

1.8.1 Quantities of Estimate

(a) Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way violate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

1.8.2 Alterations

(a) The Engineer may make alterations in the line, grade, plan, form, dimensions, or materials of the work or any part thereof, either before or after commencement of construction. If such alterations increase or diminish the quantity of work to be done, adjustment for such increase or decrease shall be made at the unit prices stipulated for such work under this Contract, except that, if unit prices are not stipulated for such work,

compensation for increased work shall be made under the item for Extra Work and for decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer. If such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on work that is eliminated.

1.8.3 Extra Work

(a) Extra work shall be work for which no unit bid was received in the proposal and which was not included in the Scope of Work at the time of forming the Contract. The Owner, without invalidating the Contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract.

(b) The value of such extra work or change shall be determined in one or more of the following ways:

(1) By estimate and acceptance in a lump sum.

(2) By a negotiated unit price.

(3) By actual cost.

(c) In method (3), "cost" shall include all labor, (including foremen) materials, power, fuel and rental on major items of equipment, insurance, social security and Old Age and Unemployment Contributions. The Contractor shall not include in the cost of extra work any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff. The Contractor and/or Subcontractor shall keep daily records of such extra work and shall notify the Engineer before commencement of such work. The daily record shall include the names of men employed and hours worked materials and equipment incorporated, and machinery used, if any, in the prosecution of such extra work. This daily record shall be signed by the Contractor's authorized representative and (if approved) by the Engineer, verifying that such work has been done. A separate daily record shall be submitted for each Contract Change Order. Payment for extra work shall be made in accordance with the Engineer's approved records of time, rentals and materials used, and rate schedules.

(d) To the cost under (c) there shall be added a fixed fee not to exceed **fifteen percent (15%)** of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other approved expenses. In the case of extra work done under (c) above by a Subcontractor, the Subcontractor shall compute his cost as above. The Contractor shall be allowed an additional fee not to exceed **ten percent (10%)** of the subcontractor's charge to cover the Contractor's cost of supervision overhead, bond, profit and any other approved expenses.

(e) The rental for all major machinery or equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery shall be based on the appropriate rate. If said work requires the use of machinery not on the job, the cost of transportation, not exceeding a distance of 100 miles, of such machinery to and from the work shall be added to the rental. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

(f) Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from or added to the subsequent monthly estimates.

(g) The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.

1.8.4 Extension of Time on Account

(a) When extra work is ordered near the completion of the Contract or when extra work is ordered at any time during the progress of the work which requires in the opinion of the Engineer an unavoidable increase of time for the completion of the Contract, a suitable extension of the time for completion shall be made.

1.8.5 Changes not to Affect Bond

(a) It is distinctly agreed and understood that any changes made in the drawings and specifications for this work or otherwise in the scope of work to be performed by the Contractor, whether such changes increase or decrease the amount thereof, or any change in the manner or time of payments made by the Owner of the Contractor shall in no way annul, release or affect the liability and surety on the bonds given by the Contractor.

1.8.6 Claims for Damages

(a) If the Contractor claims compensation for any damages sustained by breach of contract or otherwise, he shall, within 10 days after sustaining such damages, file with the Engineer a written, itemized statement, in triplicate, of the details and amount of such damage. Unless such statement is made as required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage. Within 10 days after receiving such statement, the Engineer shall file with the Owner one copy of the statement, together with the recommendations for action of the Owner.

(b) If the Contractor claims compensation for damages resulting from instructions, determinations, or decisions of the Engineer, such claims shall not be considered unless the Contractor has filed a written protest in the manner set forth in the article titled "Authority of the Engineer".

1.8.7 Additional or Substitute Bond

(a) If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

1.8.8 Intoxicating Liquors

(a) The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work under this Contract.

1.9 PROGRESS ESTIMATES AND PAYMENT

1.9.1 Progress Estimates

(a) On the first working day of each calendar month, or as soon thereafter as practicable, the Engineer and Contractor cooperatively shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor.

1.9.2 Progress Payments

(a) Partial payments to the Contractor will be made by the Owner on the twentieth day of each calendar month, or as soon thereafter as practicable, on the basis of a duly certified and approved estimate made by the Engineer of the work performed during the preceding calendar month under this Contract. Such partial payments will be made provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

(b) It is agreed that this is an entire contract for one whole and complete work and that no partial payments on account by neither the Owner nor the use of parts of the proposed equipment shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

1.9.3 Payments Withheld

(a) The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of an estimate to such extent as may be necessary to protect the Owner from loss on account of:

- (1) Defective work not remedied.
 - (2) Claims filed or reasonable evidence indicating probable filing of claims.
 - (3) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - (4) A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - (5) Damage to another Contractor.
 - (6) Failure of the Contractor to keep his work progressing in accordance with this time schedule.
- (b) When the above grounds are removed, payment shall be made for amounts withheld because of them.

1.9.4 Measurement of Quantities

(a) The computation of quantities that will be the basis for estimates, both monthly and final, shall be made cooperatively by the Engineer and Contractor in accordance with the methods defined in the Plans and Specifications.

1.9.5 Acceptance and Final Payment

(a) Final inspection and acceptance of the work shall be made for the Owner by the Engineer. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

(b) Upon completion and acceptance of the work, the Engineer shall issue a certificate that the whole work provided for in this Contract has been completed and accepted by him under the conditions and terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner, shall be paid to the Contractor by the Owner in accordance with existing State laws. Before the approval of the final estimate, the Contractor shall submit to the Owner and to his Surety a notarized CONTRACTOR'S AFFIDAVIT attesting to the fact that all bills of whatever nature have been paid.

(c) In addition, a list of all claims by residents shall be submitted by the Contractor's insurance company,

stating the status of each claim.

(d) In addition, before approval of the final estimate, the Contractor's Surety shall submit to the Owner and the Engineer a STATEMENT OF SURETY COMPANY stating satisfaction that, following careful examination of the books and records of the Contractor and after receipt of the Contractor's AFFIDAVIT described above, all claims for labor and materials related to the Contract have been satisfactorily settled.

1.9.6 Liens

(a) If at any time before the expiration of the period within which claims must be entered under the Lien Law or, if not otherwise specified by law, within thirty days after the whole work herein agreed to be performed and all the labor and materials herein agreed to be delivered have been performed, and accepted by the Owner, any person or persons claiming to have performed any labor or furnished materials toward the performance or completion of this Contract shall file with the Owner suitable notice, the Owner shall retain, until discharge thereof, from the moneys under its control so much of such money as shall be sufficient to satisfy and discharge the amount claimed to be due in such notice, together with the cost of any action or actions brought to enforce lien created by the filing of such notice.

1.9.7 Acceptance of Final Payment Constitutes Release

(a) The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a CONTRACTOR'S RELEASE relieving the Owner of all further claims arising from the Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

1.10 MISCELLANEOUS

1.10.1 Notice and Service Thereof

(a) Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered the service thereof completed, when said notice is posted by certified or registered mail to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

1.10.2 Taxes

(a) The Contractor shall study all tax-laws for the jurisdiction in which the work is being done, particularly so-called Sales and Use Taxes and shall pay all taxes for which he may be liable as a consumer or user of goods, or such taxes based on his receipts from the owner, or a portion thereof. The Contractor shall also obtain, where applicable, sales and use tax exemptions.

1.10.3 Guarantees

(a) The Contractor guarantees that the work to be done under this Contract, and the workmanship performed and the materials and equipment used in the construction of the same, shall be free from defects or flaws, that each item of equipment shall be adequate and that the performance test requirements of the specifications shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion of the work as stated on the certificate of final inspection or as required by the detailed specifications. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee during the one year herein quoted.

(b) It is hereby, however, especially agreed and understood that this guarantee shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective

work, workmanship, materials, or design by the Contractor or those employed directly or indirectly by him.

1.10.4 Waivers

(a) Neither the inspection by the Owner or any of its agents; nor any order, measurement, or certificate by the Engineer; nor any order by the Owner for the payment of money; nor any payment for or acceptance of the whole or any part of the work by the Owner; nor any extension of time; nor any possession taken by the Owner or its employees shall operate as a waiver of any provision of this Contract, of any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings, the Owner shall also be entitled as of right of a writ of injunction against any breach of any of the provisions of this Contract.

1.10.5 Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licenses, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties and his Subcontractors and independent contractors and their sureties, shall indemnify and save harmless the Owner of the project and its officers, agents, servants and employees from any and all claims for infringement.

1.10.6 Conflicting Conditions

(a) Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these GENERAL CONDITIONS shall be void to the extent of such conflict or inconsistency.

TECHNICAL SECTION 2
GENERAL SPECIFICATIONS

Description

- 2.1.0 General**
- 2.1.1 Definitions**
- 2.1.2 Site Location**
- 2.1.3 Submissions**
- 2.1.4 Compliance**
- 2.1.5 Protection**
- 2.1.6 Supervision**

2.1 General

The City of Middletown will accept bids from qualified contractors to furnish all labor equipment, materials and incidentals required to re-develop various wells at the John S. Roth Wellfield as described in these specifications. It is the intent of the City of Middletown to enter into a two-year (2) contract with the successful bidder with fixed unit prices. Services required pursuant to this contract shall be provided on an "as needed" basis as authorized upon receipt of a work order.

During the contract term it is assumed that each well will be redeveloped at least once. Work within the total two-year period shall be initiated by Work Order as described elsewhere in these specifications and as issued to the Contractor by the Water & Sewer Department. Work Orders shall be completed within 120 days of issuance. Emergency Work Orders shall be completed within a thirty days of issuance. For work required under an Emergency Work Order, a premium payment to the contractor shall be added to the work to be performed on each well in that Emergency Work Order. A maximum of two (2) wells shall be redeveloped in each Emergency Work Order. Regular Work Orders are established for a 120-day period so that the Contractor can use this work as "Fill in Work" within the 120-day limits to smooth out his own production schedule. It is established therefore that it is in the Contractor's interest to plan the redevelopment work in conjunction with the Chief Engineer for the 2-year term of the Contract. The Contractor may complete redevelopment work in off peak times as agreed to between he and the Chief Engineer providing adequate water supply is available on a continuing basis, in the system. Wells adjacent to wells containing chemicals shall not be used to meet City flow requirements unless approved by the Engineer.

2.1.1 Definitions

Owner's Representative - Director of Water & Sewer

Engineer – Chief Engineer of Water & Sewer
City of Middletown
82 Berlin Street
Middletown, CT 06457

2.1.2 Site Locations

(a) The site of the work is on River Road, Middletown, Connecticut.

2.1.3 Submissions

(a) After executing the contract and within ten (10) days of the date of the First Work Order, and prior to starting the work the Contractor shall submit an estimated progress schedule showing starting and completion dates at the various work segments and the complete work.

2.1.4 Compliance

(a) The Contractor shall keep himself fully informed, and shall continuously observe all local, state and federal laws governing the conduct of the work, and shall require his subcontractors to do the same.

2.1.5 Protection

(a) The Contractor shall continuously maintain protection of his work and materials, the Owner's property and adjacent property, and shall make good any loss sustained to any of the above.

(b) The Contractor shall continuously supervise and maintain such safeguards and precautions as will prevent accident or injury to persons on or adjacent to the site of the work.

2.1.6 Supervision

(a) The Contractor shall, in the person of himself or his agent, continuously supervise the conduct of the work. He or his agent shall have full authority to execute directives of the Owner or Engineer.

TECHNICAL SECTION 3
POLLUTION CONTROL AND ENVIRONMENTAL PROTECTION

Description

- 3.1.1 General
- 3.1.2 Pollution and Erosion Control Materials
- 3.1.3 Preconstruction Conference
- 3.1.4 Construction Details
- 3.1.5 Final Acceptance

3.1.1 General

- (a) This work shall consist of temporary and permanent control and restoration measures as hereinafter stated or ordered by the Engineer during the life of the contract to control water pollution and erosion (through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion and pollution control devices or methods) and to limit disturbance and/or alteration of the natural environmental setting.
- (b) The temporary pollution control and environmental protection and restoration provisions contained herein shall be coordinated with the detailed construction specifications elsewhere in the contract to the extent practical to assure economical, effective and continuous pollution and erosion control and environmental protection and restoration throughout the construction and post construction period.
- (c) There shall be no direct payment for this work and its value shall be apportioned against and included within each of the payment items listed in the PROPOSAL, unless otherwise specified.

3.1.2 Pollution and Erosion Control Materials

- (a) Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips, or other suitable material acceptable to the Engineer and shall be reasonably clean and free of noxious weeds and deleterious materials.
- (b) Slope drains may be constructed of pipe, fiber mats, riprap, plastic sheets, or other material acceptable to the Engineer that will adequately control pollution.
- (c) Grass shall be a quick growing species (such as rye grass, Italian rye grass, or cereal grasses) suitable to the area providing a temporary cover which will not later compete with the grasses sown later for permanent cover.
- (d) Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer.
- (e) Others as specified by the Engineer.

3.1.3 Preconstruction Conference

- (a) At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer for acceptance his schedules for accomplishment of temporary and permanent pollution and erosion control and environmental protection and restoration work, as are applicable for clearing and grubbing, pipeline construction and stream crossing construction. The Contractor shall also submit for approval his proposed method of

disposal of unsuitable material and restoration of disturbed land to its original (prior to construction) condition, either at the time of the preconstruction conference or prior to the starting of any work. No work shall be started until schedules and methods of operations have been approved by the Engineer.

3.1.4 Construction Details

- (a) The Engineer shall have the authority to limit the area of erodible earth exposed and to direct the Contractor to provide immediate permanent or temporary pollution control and environmental protection measures to prevent contamination of adjacent streams or other watercourses, ponds, or other areas of water impoundment. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains and use of temporary mulches, mats, seeding or other control devices or methods as required by the conduct of the work.
- (b) The Contractor shall be required to incorporate all permanent pollution control and environmental protection features into the project at the earliest practicable time as outlined in his approved schedule. Temporary pollution control and environmental protection measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent pollution control or environmental protection features; or that are needed temporarily.
- (c) The Contractor shall undertake and comply with the following measures with respect to adverse environmental impacts, resulting from the operations listed below.
 - (1) Clearing and grubbing - Disturbed areas shall be regrassed at the direction of the Engineer.
 - (2) Tree Cutting - Trees within the temporary right-of-way shall be cut only at the direction of the Engineer. Trees approved for cutting shall be marked by the Engineer with a 2-inch wide paint ring. Trees not approved for cutting shall be adequately protected against damage by methods approved by the Engineer. Cut or damaged trees not approved for cutting or outside of the total working right-of-way shall be replaced with trees of similar nature and maturity at the Contractor's expense.
 - (3) Access road construction - Approved processed gravel shall be used to prevent erosion.
 - (4) Material Storage - Materials shall be stored only at approved locations. Petroleum products shall be stored away from wetland areas.
 - (5) Excavation - The Contractor shall use care to contain wet fill where it is dumped. When material is stockpiled next to a trench, the side away from neighboring brooks, swamps, canals, etc., shall be utilized where space is available. Sideslopes of stockpiled material shall conform to the natural angle of repose of the soil. The Contractor shall promptly remove all sediment from brooks and swamp areas, if deposition cannot be avoided during construction. The Contractor shall promptly remove excess fill and regrass the work area. Excess fill shall not be disposed of in wetlands, other than in areas defined on the drawings, or areas approved by the Conservation Commission.
 - (6) Water handling - The Contractor shall be required to use crushed stone or plastic

sluiceways leading to brooks to filter and pool pumped discharges.

- (7) Backfilling - The Contractor shall replace unsuitable material with properly suitable material. He shall also be responsible for surface repairs as required.
- (8) General - Trash receptacles shall be required on the job site. The Contractor shall perform preliminary clean-up operations as he completes segments of construction.
- (9) Spillage - Ground spillage of oil or other petroleum products drained from equipment shall be strictly prohibited. The Contractor shall provide leakproof containers for receiving drained oil and shall properly dispose of such oil away from the site of the job.

3.1.5 Final Acceptance

- (a) Final inspection and acceptance in regard to clean-up, site restoration and pollution control measures shall be made in the presence of the Owner. The Contractor shall notify the Owner in writing of the readiness of the work for final inspection.

TECHNICAL SECTION 4
REDEVELOPMENT OF EXISTING WELLS

Description

- 4.1.0 General
- 4.1.1 Materials
- 4.1.2 Permits
- 4.1.3 Location
- 4.1.4 Superintendent
- 4.1.5 Changes in Work
- 4.1.6 Start of Work
- 4.1.7 Predevelopment Pump Test
- 4.1.8 Test Pump
- 4.1.9 Intermediate Pump Test
- 4.1.10 Removal and Inspection of Pump and Motor
- 4.1.11 High Velocity Jetting with Pumping
- 4.1.12 Surging with Pumping
- 4.1.13 Addition of Muriatic Acid
- 4.1.14 Addition of Hydroxyacetic Acid
- 4.1.15 Addition of Sodium Hexametaphosphate
- 4.1.16 Addition of Unacid And Catalyst
- 4.1.17 Addition of Hypochlorite
- 4.1.18 Post Development Pump Test
- 4.1.19 TV Inspections
- 4.1.20 Precautions to be Taken
- 4.1.21 Project Documentation
- 4.1.22 Facilities to be Furnished by Contractor
- 4.1.23 Mobilization and Dismantling
- 4.1.24 Measurement and Payment

4.1.0 GENERAL

- (a) This item of work shall include the furnishing of all labor, materials, transportation, tools, supplies, plant equipment and appurtenances necessary for the complete and satisfactory redevelopment and pump testing of the existing wells #1, 2A, 3, 4A, 5, 6, 7, 8, 9 & 10, and replacements thereto, as outlined in this specification. Replacements thereto means that all conditions and prices within this contract shall apply equally to wells that replace any of the indicated wells. The Contractor shall examine each permanent pump and motor, immediately upon removal from the subject well and shall submit a letter addressing the physical condition of pump, motor and appurtenances and recommendations, if any, regarding the repair or replacement of same, to the Engineer. This letter shall be submitted immediately recommending to the Owner, the need to replace any worn, corroded, pitted, non-functioning, etc., parts before completion of redevelopment work. In addition to the letter, a properly completed Change Order form will be submitted for any recommended repairs and/or pump replacements. The contractor shall provide the means of completing said repairs and/or replacements of pumps and other applicable parts. His letter shall detail all recommended repairs and/or replacements along with the related costs. All repair and replacement work for pumps shall be completed under Contract Change Order as required.

(b) **The Contract is being let for a two year Contract period** during which it is assumed that each well will be redeveloped at least once. Work within the total two year period shall be initiated by Work Order as described elsewhere in these specifications and as issued to the Contractor by the Water & Sewer Department. Work Orders shall be completed within 120 days of issuance. An Emergency Work Order shall be completed within a 30day period. For work required under an Emergency Work Order, a premium payment to the contractor shall be added to the work to be performed on each well in that Emergency Work Order. Reference should be made to Section 4, article 2 of these specifications for additional information. As many as two (2) wells shall be redeveloped in each Emergency Work Order. Regular Work Orders are established for a 120 day period so that the Contractor can use this work as "Fill in Work" within the 120 day limit to smooth out his own production schedule. It is established therefore that it is in the Contractor's interest to plan the redevelopment work in conjunction with the Chief Engineer for the 2-year term of the Contract. The Contractor may complete redevelopment work in off peak times of the year normally between the months of September and June as agreed to with the Chief Engineer providing adequate water supply is available on a continuing basis in the system.

4.1.1 **MATERIALS**

Sufficient quantities of Muriatic acid (28%), Hydroxyacetic acid (70%), Sodium Hexametaphosphate, Unacid Acid and Catalyst and Calcium Hypochlorite (65% Cl₂) as specified herein.

4.1.2 **PERMITS**

The Contractor shall at his own expense provide all permits, certificates and licenses required of him by law for the execution of the work. He shall comply with all federal, state, or local laws, ordinances or rules and regulations relating to the performance of the work.

4.1.3 **LOCATION**

The wells to be redeveloped hereunder are located at the City of Middletown John S. Roth Water Treatment facility, which is located on River Road. The Contractor shall make himself familiar with the access to each well head, and shall be responsible for removal and replacement of the subject pumps and appurtenances required for redevelopment of the subject wells.

4.1.4 **SUPERINTENDENT**

The Contractor shall keep on the work, during its progress, a competent foreman who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Directions affecting the cost of the work shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

4.1.5 **CHANGES IN THE WORK**

The Engineer without invalidating the Contract or Agreement may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, and shall not constitute grounds for claims that the elimination of some work has eliminated the place where the Contractor buried fixed project costs. As a result, it is assumed by the City that fixed costs will be spread uniformly throughout the Contract items such that the elimination of

any part of one or more items shall not be claimed to have removed fixed costs.

4.1.6 **START OF WORK**

The Contractor will be set up and ready for operation within the time stated in the Notice to Proceed. The actual order to proceed with any part of the work, will be outlined in Work Orders and/or Emergency Work Orders.

4.1.7 **PRE DEVELOPMENT PUMP TEST**

The Contractor shall conduct a predevelopment pump test using the permanent pump and motor in each well, in order to determine the specific capacity of the well. The pumping rates and pumping levels shall be recorded by the Contractor at a minimum of four points in order to establish a baseline to evaluate the effectiveness of the cleaning procedure. Care shall be exercised to obtain the maximum well yield without exceeding the maximum allowable draw down (5 ft. above well screen). Vibration, voltage and amperage readings are also to be collected during the pre-cleaning testing procedure. Additional water level measurements in one or more observation wells, in close proximity, shall be required. The duration of the predevelopment pump test should be 2 hours or as directed by the Engineer. Pumpage shall be run to waste through a short, straight section of pipe, the length in part determined by the type of flow measuring device. A calibrated orifice plate and piezometer tube is acceptable. The Contractor shall have one representative at the site at all times during the pump test to insure the proper function and adjustment of all equipment. The pH of the pumped water shall be recorded at the beginning and end of the pump test. Proper erosion control shall be provided at the discharge outlet. The Contractor should be aware that during this pump test, the on/off operation of adjacent production wells can have an interference effect of 3-5 feet. The Contractor shall record which wells are on line during the test. If possible the adjacent wells should be turned off during the pump test. Also, the Contractor shall record the water level of the river using the information from the Bodkin Rock River Monitoring Station.

4.1.8 **TEST PUMP**

The Contractor shall provide equipment that is capable of pumping each well with a minimum capacity of 400 gallons per minute. The apparatus shall include a flow measurement device and a method to measure the water level in the well. Use this information to determine the specific capacity of the well. Power for the pumping equipment shall be provided by the Contractor, but the Contractor may arrange to use the existing power supply of the Owner. **If power is required from the Owner during times when the plant is normally closed, the Contractor may arrange to pay the charges that the plant operator would receive for overtime pay, to keep the plant open. The plant will not otherwise remain open during normally closed hours.**

4.1.9 **INTERMEDIATE PUMP TEST**

Daily short duration pump tests will be run for a duration of 15 minutes or as directed by the Engineer for the purpose of establishing well yield and draw down characteristics following each day of redevelopment. The Engineer shall review the specific capacity results and direct the Contractor relative to additional procedures. These pump tests shall be conducted in a manner similar to the predevelopment pump test and the data recorded in the same fashion. A 15-minute duration pump test at 400 gpm shall be made at the beginning and end of each day of redevelopment. The purpose of these tests shall be to compute specific capacity. The increase in specific capacity will be used to determine the degree of well improvement. The Contractor shall have the option of using either a submersible or a suction lift pump.

4.1.10 REMOVAL AND INSPECTION OF PUMP AND MOTOR

The Contractor shall remove the pump and motor from the well, taking all due precautions to avoid damaging the well house, well casing, seals and pumping equipment. The pumping equipment, column pipe, and discharge head shall be disassembled, cleaned by high pressure washing, inspected and a list of recommended repair parts prepared and submitted to the Water Department for review and approval. No repairs shall be made without prior written authorization. Prior to reinstallation, the pumping equipment shall be reassembled, painted interior and exterior of the column pipe and the outside of the bowls with a bitumastic enamel similar to Intertol #49. This work shall be performed by the Contractor and not be subcontracted.

4.1.11 HIGH VELOCITY JETTING WITH PUMPING

Following the pre-development pump test, the Contractor, as part of the work, shall remove the existing pumps and perform a TV Inspection for each well prior to re-development of the well. The Contractor shall remove existing pumps, motors, column piping, line shaft, strainers and other pump appurtenances to vacate the well casing and screen for redevelopment. The Contractor shall record the depth settings of the low water and high water electrodes, and the submersible pressure transducers and PVC tubing. He shall take care to reinstall these appurtenances at their appropriate depths. If wells 1 and 3 are replaced with Wells 1A and 3A during the contract period, these wells will also be added to this treatment at the unit prices that are bid. Redevelopment of wells 1,2A,3,4A,5,6,7,8,9 and 10 shall be accomplished through the use of high-velocity jetting equipment capable of delivering City water to the screen area at a horizontal jet velocity of at least 100 feet per second (fps). The minimum pressure required to deliver a jet with this minimum velocity varies depending upon the size and the design of the jetting nozzle, but is on the order of 100 psi. The Contractor shall provide a jetting tool with at least two (2) sets of symmetrically placed four-port horizontally directed nozzles (8 nozzles total), high pressure hose and piping. One set of four port horizontally directed nozzles shall be located at the top of the jetting tool and the other set at the bottom. The nominal diameter of the nozzles shall be 3/16" in order to minimize the flow rate through the jet. The nozzle outlets should be placed as close to the inside diameter of the screen as feasible to minimize energy losses through turbulence. The well shall be pumped at the same time that the high velocity jet is working. The purpose of pumping is to remove fine sediment loosened by jetting so as to prevent its re-entry into the formation at a higher or lower screen elevation. The Contractor shall have the option to use either a submersible or suction - lift pump. In all cases, the Contractor shall monitor the rate of pumpage and the drawdown in the well. If something more than the volume of water added by jetting is pumped from the well, the pumping level will be below the static level inducing some flow from the formation into the well screen thus removing material loosened by jetting. **The Contractor shall advise the Engineer of the characteristics and the type and dimensions of the jetting tool in item 3 of this bid proposal.** On-site hydrants will be available for use. The Contractor will be responsible for piping to all subject wells. The Contractor shall be responsible to provide sufficient temporary piping to convey City water to each well.

The Contractor shall work the jetting tool up and down through the entire screen area, starting at the bottom of the screen, while at the same time rotating the jetting tool slowly through a maximum of 180 Degrees. This operation shall be continued for at least 4 hours or as directed by the Engineer.

4.1.12 **SURGING WITH PUMPING**

In addition to the high velocity jetting, the Contractor shall perform a chemical treatment process in accordance with the contract specifications and per an approved written recommendation for the time specified. Subsequent surging and simultaneously pumping of the well, at the rate of 400 gpm, shall be accomplished until the pH returns to the predevelopment pump test level. The Contractor shall then conduct an intermediate pump test at a rate of 400 gpm as specified by the Engineer, for the purpose of establishing yield and draw down characteristics. If deemed necessary additional jetting and/or chemical treatment, will proceed. The Contractor may then resume surging and pumping until a subsequent pump test is considered acceptable to the Engineer. The solid surge plunger shall be capable of delivering a rapid and forceful agitation of the water inside of the well screen. Surging shall be done with a tight fitting flexible surge block consisting of a minimum of (3) full diameter blocks two in the screen and one in the casing. The Contractor shall provide a rig capable of providing a 2-6 foot stroke producing a vertical velocity of 3-5 Ft per second. The equipment shall also be capable of a stroke frequency of 30 strokes per minute.

The solid surge plunger shall be alternately raised and lowered inside of the screen, resulting in a rapid reversal of flow through the screen. Any particulate matter such as sand, mineral scale or incrustated matter removed by the chemicals and carried into the well by the turbulent action of surging shall be removed by simultaneously pumping the well.

4.1.13 **ADDITION OF MURIATIC ACID**

The Contractor shall introduce 28 percent Hydrochloric (Muriatic) Acid along with proper inhibitors, cleaners and stabilizers into the well screen area. The quantity of acid introduced shall equal the volume of water in the screen area plus an additional volume of 20 percent. The mixture shall have a minimum contact time of 12 hours and shall be surged for a minimum of six hours or as approved by the Engineer in the field at which time the mixture shall be neutralized and pumped to waste.

4.1.14 **ADDITION OF HYDROXYACETIC ACID**

The Contractor shall introduce about 1 gallon of 70 percent hydroxyacetic acid for every 10 gallons of water standing in the well screen area. The mixture shall have a minimum contact time of 12 hours and shall be surged for a minimum of six hours or as approved by the Engineer in the field at which time the mixture shall be neutralized and pumped to waste.

4.1.15 **ADDITION OF SODIUM HEXAMETAPHOSPHATE**

The Contractor shall introduce sufficient amounts of Sodium Hexametaphosphate up to fifty-pounds into the well screen area. The mixture shall have a minimum contact time of 12 hours and shall be surged for a minimum of six hours or as approved by the Engineer in the field at which time the mixture shall be neutralized and pumped to waste.

4.1.16 **ADDITION OF UNICID GRANULAR ACID AND CATALYST**

The Contractor shall introduce sufficient amounts of Unacid Granular Acid and Catalyst or other approved well cleaner as recommended by the manufacturer into the well screen area. In calculating the amount of chemicals to be used the screen length plus five feet shall be considered as a baseline. The mixture shall have a minimum contact time of 12 hours and shall be surged for a minimum of six hours or as approved by the Engineer in the field at which time the mixture shall be neutralized and pumped to waste.

4.1.17 **ADDITION OF HYPOCHLORITE**

The Contractor shall introduce sufficient calcium hypochlorite (65 percent available chlorine) into the well screen area to attain at least a 100 mg/l concentration of Cl_2 . The mixture shall have a minimum contact time of 6 hours and shall be surged for a minimum of three hours or as approved by the Engineer in the field at which time the mixture shall be neutralized and pumped to waste.

4.1.18 **POST DEVELOPMENT PUMP TEST**

At the completion of the chemical treatment and redevelopment process, the Contractor shall reinstall the reconditioned pump unit, motor and appurtenances being careful to maintain proper alignment with the existing pump foundation and discharge piping. After reinstallation, the pump shall be turned on and checked for excessive noise or vibration. The Contractor shall have sufficiently sized equipment to complete the work of these specifications at each well location. Following reinstallation, the Contractor shall conduct a final pump test for a duration of not less than 2 hours at a constant rate of discharge not less than 400 gpm or as specified by the Engineer. The pumping rate and pumping level shall be recorded by the Contractor at sufficiently short intervals to verify that the maximum well yield is attained without exceeding the maximum allowable drawdown (5 ft. above well screen). Vibration, voltage and amperage readings are also to be collected during the post-cleaning testing procedure. Additional water level measurements in one or more observation wells, in close proximity, shall be required. Also, the Contractor shall record the water level of the river using the information from the Bodkin Rock River Monitoring Station.

The duration of the post development pump test should be 2 hours or as directed by the Engineer. Pumpage shall be run to waste through a short, straight section of pipe, the length in part determined by the type of flow measuring device. An orifice plate and piezometer tube is acceptable. The Contractor shall have one representative at the site at all times during the pump test to insure the proper function and adjustment of all equipment. The pH of the pumped water shall be recorded at the beginning and end of the pump test. Proper erosion control shall be provided at the discharge outlet. The Contractor should be aware that during this pump test, the on/off operation of adjacent production wells can have an interference effect of 3-5 feet. The Contractor shall record which wells are on line during the test. If possible the adjacent wells should be turned off during the pump test.

4.1.19 **TV INSPECTION** (Pre development and Post development)

Once the pumping equipment has been removed from the well a television camera shall be lowered into the well, as directed by the Engineer and both the casing and the undeveloped well screens shall be observed. The same shall be done for the same well on a post development basis. A permanent high quality DVD formatted to windows media player shall be made of said well screen and this DVD shall be made the property of the Owner together with the written report. The Contractor will arrange for conducting the TV inspection and shall provide the necessary equipment for the same. The TV inspection shall be completed in one day so that the redeveloped well can be restored to service as soon as possible.

4.1.20 **PRECAUTIONS TO BE TAKEN**

(a) The Contractor shall protect all structures, walks, pipelines, electric conduit, trees, roads, shrubbery and lawns during the progress of his work, shall remove from the site all debris and unused materials; and shall, upon completion of the work at each well, restore the site as nearly as possible to its original condition, including the replacement,

at the Contractor's expense, of any facility or landscaping which has been damaged beyond restoration to its original condition or destroyed. Water pumped from the well shall be conducted out of the well house to a place where it will be possible to dispose of the water without damage to property or the creation of a nuisance. Proper erosion control measures shall be provided at the outlet.

- (b) Electrical power is available to each well site on a normal operational basis. A control panel to shut off the power to all of the wells is inside of the well housing.

4.1.21 **PROJECT DOCUMENTATION**

The Contractor shall provide the Engineer with all data specified herein and shall submit a report to the Engineer, as soon as possible following permanent pump removal, stating the general condition of each pump, motor, and appurtenances and make recommendations regarding any action to be taken relative to pump or parts repair or replacement and the costs thereof. The Contractor shall inspect the discharge head, column pipe and bowl assembly for rust and recommend to the Engineer if these parts should be sandblasted clean and repainted with new epoxy paint. The Contractor shall also inspect the stuffing box, shaft, suction pipe, strainer, line shaft, line shaft bearings, impeller and impeller wear rings. These items shall be referenced in the Contractors documentation.

The Contractor shall document the measurements taken during the pre-development, post development and the intermediate pump tests. During the intermediate pump tests the Contractor shall record the discharge rate and the draw down in the pumping well at least one observation well. He shall also record the PH of the water at the beginning and the end of each day of redevelopment. The PH shall be recorded prior to adding the chemicals.

During the pre development and post development pump tests, the Contractor shall record the discharge rate and the draw down in the pumping well and at least in one observation well. In addition, he shall measure and record the pumping water level, discharge pressure at the pumps, total discharge head, the amperage and the voltage draw of the motor.

All data shall be presented to the Engineer in both a hard copy and in electronic format. The spreadsheet software program shall be compatible with the current version of Microsoft Excel and the report portions shall be in the current version of Microsoft Word.

4.1.22 **FACILITIES TO BE FURNISHED BY THE CONTRACTOR**

1. The cost of all the following items shall be included in the unit bid prices. No extra payment will be allowed regardless of the number of wells that are redeveloped.
 - a. The Contractor shall construct his own access roads or trails as required.
 - b. The Contractor shall provide "Mud Mats" as required.
 - c. The Contractor shall repair any damage caused by his work including the installation of any access roads. The final site shall be left in a condition that is at least equal to what existed prior to any construction.

4.1.23 **MOBILIZATION AND DISMANTLING**

This item shall include the furnishing of personal machinery and tools, in good condition and all other equipment necessary to carry on and complete the work properly. All material or equipment furnished under this item shall remain the property of the Contractor and shall be maintained and disposed of by him. This item shall carry all charges incident to such plant setup and removal, in order that the charges need not be distributed among the more variable items of the contract. Immediately upon completion of the work, the Contractor shall remove said equipment, tools and materials from the site and thoroughly clean up the site. Cleaning up the site shall include restoration of the entire site to a condition equal to or better than what existed prior to construction. The determination of "equal to or better than" shall be as determined by the Engineer. Unless otherwise specified, what had been grass areas shall be returned to grass areas. Fence openings that may have been cut shall be repaired to an approved condition.

4.1.24 **MEASUREMENT AND PAYMENT**

(a) General: The contract items include all services, labor, equipment, transportation, material and supplies for the complete work. Payment for these items shall include compensation for recording and submitting data incidental to each item. No other payments for any specified or indicated work nor for any work implied therefrom shall be made.

(b)	<u>Item Description</u>	<u>Pay Unit</u>
1	Remove and reinstall existing pumps and appurtenances.	each Well
2	Mechanical Surging between chemical treatments with pumping	per hour
3	High Velocity Jetting with pumping	per hour
4	Sandblast and painting	per foot
5	Pump tests before and following redevelopment	per hour
6	Muriatic acid	per gallon
7	Hydroxyacetic acid	per gallon
8	Hypochlorite	per pound
9	Sodium Hexametaphosphate	per pound
10	Unicid Catalyst	per gallon
11	Unicid Granular	per pound
12	TV inspection (pre and post)	each Well

13	Mobilization and demobilization for redevelopment	each Well
14	Premium Charge for "Emergency Work Order"	each Well
15	Pump repairs	allowance

EXHIBIT A - INSURANCE REQUIREMENTS

**Bid #2014-013
Redevelopment of Wells #1-10 at the J.S. Roth Wellfield
Water & Sewer**

A. GENERAL REQUIREMENTS:

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

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

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

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

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

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

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

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required.

The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

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

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

C. SUBCONTRACTOR REQUIREMENTS:

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

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

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

D. OTHER

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

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

April 9, 2014
DATE

Bid Return Label

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

Official Bid Documents Enclosed:

Bid # 2014-013 Redevelopment of Wells #1-#10

Return Date: Tuesday, May 20, 2014 at 11:00 am

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



Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

**Minimum Rates and Classifications
for Building Construction**

ID# : B19127

**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: 2014-013

Project Town: Middletown

State#:

FAP#:

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.00	27.41
<hr/>		
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
<hr/>		
2) Boilermaker	35.24	25.01

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	27.46 + a
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3b) Tile Setter	33.05	23.28
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	25.95	19.82
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3e) Plasterer	32.50	27.46
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-----LABORERS-----

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers. 27.05 17.80

4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).. 27.30 17.80

4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete) 27.55 17.80

4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80 27.30 17.80

4d) Group 5: Air track operators, Sand blasters 27.80 17.80

4e) Group 6: Nuclear toxic waste removers, blasters 30.05 17.80

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped) 28.05 17.80

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew 27.55 17.80

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew 27.05 17.80

4i) Group 10: Traffic Control Signalman 16.00 17.80

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. 30.45 21.65

5a) Millwrights 30.78 22.15

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

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)	37.60	22.22+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.15	26.785+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.37	6.5%+10.04
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Linemen/Cable Splicer	44.30	6.5%+17.70
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8) Glazier (Trade License required: FG-1,2)	34.18	17.75
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As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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---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)	36.05	21.55 + a
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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)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

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)	34.01	21.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	32.53	21.55 + a
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Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 30.49 21.55 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 30.49 21.55 + a

Group 12: Wellpoint operator. 30.43 21.55 + a

Group 13: Compressor battery operator. 29.85 21.55 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 28.71 21.55 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 28.30 21.55 + a

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

Group 16: Maintenance Engineer/Oiler. 27.65 21.55 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 31.96 21.55 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 29.54 21.55 + a

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

10a) Brush and Roller 30.62 17.75

10b) Taping Only/Drywall Finishing 31.37 17.75

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

10c) Paperhanger and Red Label 31.12 17.75

10e) Blast and Spray 33.62 17.75

11) Plumber (excluding HVAC pipe installation) (Trade License required:
P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) 39.31 26.27

12) Well Digger, Pile Testing Machine 33.01 19.40 + a

13) Roofer (composition) 31.70 17.36

14) Roofer (slate & tile) 32.20 17.36

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: 33.84 31.18
SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)

16) Pipefitter (Including HVAC work) (Trade 39.31 26.27
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)

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

17a) 2 Axle 27.88 18.27 + a

17b) 3 Axle, 2 Axle Ready Mix 27.98 18.27 + a

17c) 3 Axle Ready Mix 28.03 18.27 + a

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
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17e) 4 Axle Ready Mix	28.13	18.27 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a
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19) Theatrical Stage Journeyman	22.22	6.53
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As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

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 journeyman instructing and supervising the work of each apprentice in a specific trade.

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*
- The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.*
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*
- All subsequent annual adjustments will be posted on our Web Site for contractor access.*
- Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

As of: Monday, April 28, 2014

Project: Redevelopment Of Wells #1-10 As Needed At The John S Roth Wellfield

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

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

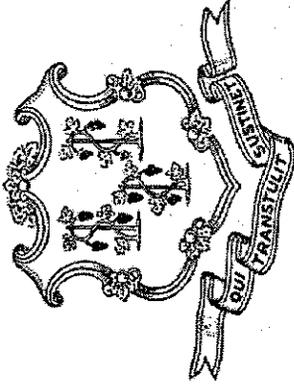
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

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

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

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

As of: Monday, April 28, 2014



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.

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

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

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

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

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

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

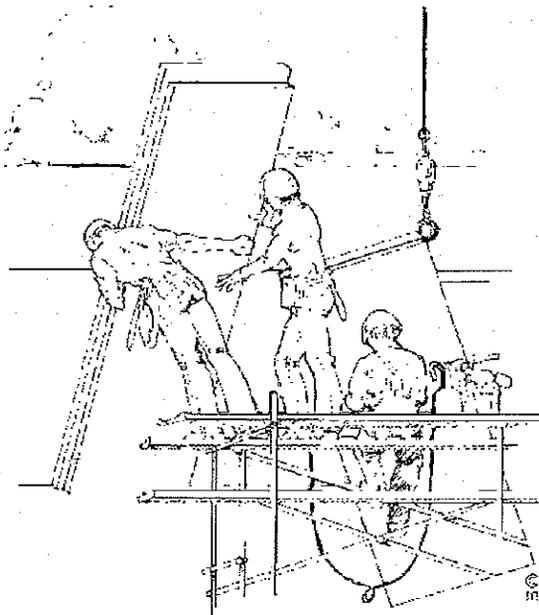
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

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

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

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

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

(Signature)

(Title)

Submitted on (Date)



Governor Dannel P. Malloy

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Misclassification \(JEC\)](#)[Stop Work Orders](#)[Reports of Activities](#)[FAQs](#)[Newsroom](#)[Contact Us](#)**OCCUPATIONAL CLASSIFICATION BULLETIN**

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **CLEANING LABORER**

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

- **DELIVERY PERSONNEL**

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

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

- **Definitions:**

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

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

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

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

- Truck Drivers are not covered in the following instances:

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

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

For example:

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

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*



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

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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