

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")**

FOR

**STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION
217 SADDS MILL ROAD (ROUTE 140)
ELLINGTON, CONNECTICUT 06029
(RFB Number 10-OP-005)**

**BID DUE DATE
DECEMBER 16, 2009**

**Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722**

November 16, 2009

REQUEST FOR BIDS

For

STANDING SEAM METAL ROOF RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER STATION (RFB Number 10-OP-005)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 1
NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. Among the facilities CRRA operates is the Ellington Transfer Station located at 217 Sadds Mill Road (Route 140) Ellington, Connecticut 06029.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the retro-fit of the roof at the Ellington Transfer Station. The work will consist of the installation of a steel framed “roof hugger” system directly over the existing metal roof system and then the installation of a new, structural style Standing Seam metal roof system directly to the new steel framing. Bidders must have a minimum of ten years experience in the installation of these types of systems and must have a current pre-qualification certificate issued by the Connecticut Department of Administrative Services (“DAS”) in the “Roofing” classification. The work must be completed within 90 days of when CRRA issues a “Notice to Proceed.”

Request For Bid (“RFB”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, November 16, 2009**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich by telephone (860-757-7703), by e-mail (rgingerich@crra.org) or by fax (860-757-7742) at least 24 hours in advance.

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Ellington Transfer Station, 217 Sadds Mill Road (Route 140), Ellington, Connecticut 06029, at 10:00 a.m., Wednesday, December 2, 2009.** Any prospective bidder intending to participate in the tour must contact Ronald Gingerich by telephone (860-757-7703) or by e-mail (rgingerich@crra.org) at least 24 hours in advance of the pre-bid conference and site tour.

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 2:00 p.m., Wednesday, December 16, 2009. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for sixty (90) days after the bid due date.

Bids will be opened publicly at 2:15 p.m., Wednesday, December 16, 2009 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722. Note that all information submitted by a bidder is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, by e-mail (rgingerich@ccra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Wednesday, December 4, 2009. Subject to the discretion of CRRA, CRRA may decide to provide written responses to contractors no later than Friday, December 11, 2009. Any contractor considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

STANDING SEAM METAL ROOF RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER STATION 217 SADDS MILL ROAD (ROUTE 140) ELLINGTON, CONNECTICUT 06029 (RFB Number 10-OP-005)

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1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. Among the facilities CRRA operates is the Ellington Transfer Station located at 217 Sadds Mill Road (Route 140) Ellington, Connecticut 06029.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the retro-fit of the roof at the Ellington Transfer Station. The work will consist of the installation of a steel framed “roof hugger” system directly over the existing metal roof system and the installation of a new, structural style Standing Seam metal roof system directly to the new steel framing. Bidders must have a minimum of ten years experience in the installation of these types of systems and must have a current pre-qualification certificate issued by the Connecticut Department of Administrative Services (“DAS”) in the “Roofing” classification. The work must be completed within 90 days of when CRRA issues a “Notice to Proceed” to the successful bidder.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE/TIME
RFB Documents Available	Monday, November 16, 2009
Pre-Bid Conference and Site Tour	10:00 AM, Wednesday, December 2, 2009
Deadline for Written Questions	3:00 PM, Friday, December 4, 2009
Response to Written Questions	No Later Than Friday, December 11, 2009
Bids Due at CRRA	2:00 PM, Wednesday, December 16, 2009
Public Bid Opening	2:15 PM, Wednesday, December 16, 2009
Selection and Notice of Award Issued	Friday, January 22, 2009

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all proposals and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

Bidders should be aware that it may take up to four weeks from the time the successful bidder returns the executed Agreements to CRRA and meets all of the other conditions specified in the Notice Of Award until CRRA issues to the successful bidder a Notice To Proceed with the work for which it has been selected.

3. Definitions

As used in this Instructions To Bidders and in other Contract Documents (as defined herein), the following terms shall have the meanings as set forth below:

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For The Standing Seam Metal Roof Retro-Fit Project At The Ellington Transfer Station (the “Agreement”);
 - (2) RFB Package Documents (defined below)
 - (3) Addenda;
 - (4) Contractor’s Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];
 - (6) Notice To Proceed; and
 - (7) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of the work required to install a steel framed “roof hugger” system directly over the existing metal roof system at the Ellington Transfer Station and then to install of a new, structural style Standing Seam metal roof system directly to the new steel framing, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 217 Sadds Mill Road (Route 140), Ellington, Connecticut, upon which property CRRA operates the Ellington Transfer Station.
- (g) **RFB Package Documents:**
 - (1) Notice To Contractors – Invitation To Bid;
 - (2) Instructions To Bidders;
 - (3) Bid Bond Form;
 - (4) Bid Form;
 - (5) Bid Price Form;
 - (6) References Form;
 - (7) Background And Experience Form;

- (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (9) Affidavit Concerning Nondiscrimination;
- (10) Background Questionnaire;
- (11) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (12) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder];
- (13) Notice To Proceed; and
- (14) Agreement For The Standing Seam Metal Roof Retro-Fit Project At The Ellington Transfer Station, including:
 - A. Parts And Labor Specifications;
 - B. Drawings;
 - C. Project Schedule;
 - D. Performance Security (Performance Bond Form);
 - E. Payment Security (Payment Bond Form);
 - F. Prevailing Wage Bid Package;
 - G. Schedule Of Prevailing Wages;
 - H. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - I. Affidavit Concerning Nondiscrimination;
 - J. Contractor's Certification Concerning Gifts; and
 - K. President's Certification Concerning Gifts.

- (h) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

4. Communications With CRRA Staff and Board Members

Except as otherwise authorized by this Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful bidder accepts the Notice Of Award), contractors contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFB submission process. A contractor's RFB submission shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Work

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the replacement of the roof at the Ellington Transfer Station. The work will consist of the installation of a steel framed "roof hugger" system di-

rectly over the existing metal roof system and then the installation of a new, structural style Standing Seam metal roof system directly to the new steel framing (the “Work”).

Specific instructions about how the above Work is to be performed are included in **Exhibit A** (Parts And Labor Specifications) of the Agreement. The Work is more particularly shown on certain drawings, which drawings are set forth in **Exhibit B** (Drawings) of the Agreement. The work must be completed within 90 days of when CRRA issues a “Notice to Proceed” to the successful bidder.

If a potential bidder feels that a conflict exists between what is considered good roofing practice and the parts and labor specifications specified in **Exhibit A** of the Agreement, the potential bidder must submit its objections in writing in the manner specified in Section 8 of this Instructions To Bidders.

6. Availability Of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, November 16, 2009 at:

<http://www.crra.org> under the “Business Opportunities” page; select the “RFB: Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station” link.

The RFB Package Documents are in PDF format. The forms included in the RFB Package Documents are also available for downloading in Microsoft Word format at the same place on CRRA’s web site where the PDF of the RFB is located. Prospective bidders can fill the forms out by typing the answers on their computer’s keyboard. The forms can then be printed and submitted with the bid. CRRA encourages bidders to make use of the downloadable Word forms.

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA’s offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich by telephone (860-757-7703), by e-mail (rgingerich@crra.org) or by fax (860-757-7742) at least 24 hours in advance.

7. Mandatory Pre-Bid Conference And Site Tour

A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff at 10:00 a.m. on Wednesday, December 2, 2009. Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Site will not be allowed.

Prospective bidders should contact Ronald Gingerich by telephone (860-757-7703) or by e-mail (rgingerich@crra.org) at least 24 hours prior to the mandatory pre-bid conference and site tour to make arrangements for participating in the tour and for directions to the Site. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

8. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Subject to the discretion of CRRA, CRRA may decide to provide written responses to such requests for interpretation or clarification.

Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, December 4, 2009.**

In addition, if a potential bidder feels that a conflict exists between what is considered good roofing practice and the parts and labor specifications specified in **Exhibit A** of the Agreement, the potential bidder must submit its objections in writing in the same manner specified above.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the RFB Package Documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any bidder to receive any such Addenda shall not relieve such bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

9. Bid Submittal Procedures

Sealed bids shall be submitted no later than 2:00 p.m., Eastern Time, Wednesday, December 16, 2009 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and two (2) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid for the Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station."

10. Period Proposals Shall Remain Open

Bids shall remain open and subject to acceptance for ninety (90) days after the bid due date.

11. Non-Negotiability of the Agreement

The terms and conditions of the Agreement (Section 14 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid. This includes, but is not limited to the Insurance requirements (Section 6 of the Agreement) and the Security for Faithful Performance requirements (Section 7 of the Agreement).

12. Modification/Withdrawal of a Bid

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to CRRA's office at any time prior to the bid due date.

13. Bid Security

Each bid shall be accompanied by a Bid Security. Any bid that does not contain a Bid Security or any bid that contains a Bid Security that does not comply with the following requirements shall be rejected as non-responsive.

13.1 Amount of Security

The Bid Security shall be in an amount equal to five percent (5%) of the amount of the bid.

13.2 Type of Security

The following are the acceptable forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or
- (c) A bid bond in the form included in Section 3 of the RFB Package Documents.

The Bid Security shall be made payable to CRRA.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB Package Documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA.

13.3 Disposition of Bid Security

The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor Certification Concerning Gifts, whereupon such Bid Security will be returned.

If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited.

The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7th) day after the Effective Date of the Agreement or ninety (90) days after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids that are not competitive will be returned within seven (7) days after the opening of such bids.

14. Bid Contents

Bids shall be submitted on forms provided by CRRA as part of the RFB Package Documents, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A bid must consist of the following and must be in the following order:

- (a) Title page, including the title of the solicitation, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the bidder;
 - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
 - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB and noting any technical exceptions taken thereto; and

- (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 166.2 of this Instructions To Bidders);
- (c) Table of Contents for the bidder's bid;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 13 of this Instructions To Bidders);
- (e) The Bid Form (Section 4 of the RFB Package Documents), with Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (f) The completed Bid Price Form (Section 5 of the RFB Package Documents);
- (g) The completed References Form (Section 6 of the RFB Package Documents);
- (h) The completed Background And Experience Form (Section 7 of the RFB Package Documents);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of the RFB Package Documents), with the Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;
- (j) The completed Affidavit Concerning Nondiscrimination (Section 9 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (k) The completed Bidder's Background Questionnaire (Section 10 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (l) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

Bidders should not include in their bids other portions of the Bid Package Documents (e.g., this Instructions To Bidders or the Agreement).

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that it will assist CRRA in evaluating the bidder's bid. A bidder should not include information that is not directly related to the subject matter of this solicitation.

15. Bid Opening

Bids will be opened publicly at 2:15 p.m., Wednesday, December 16, 2009, at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.

CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.

16. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder whose evaluation by CRRA results in CRRA determining that such award to such bidder is in the best interests of CRRA. **However, the selection of a bidder and the award of such contract, while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

16.1 Evaluation Criteria

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

16.2 Affirmative Action Evaluation Criteria

Bids will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));

- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 14(i) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 14(b) of this Instructions To Bidders).

17. Contract Award

If the contract is to be awarded, CRRA will issue to the successful bidder a Notice Of Award within ninety (90) days after the bid due date.

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a bidder and subsequently awarding the Notice of Award to another bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial bidder.

18. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice of Award included in this RFB (see Attachment A to Section 12 of the RFB Package Documents).

19. Prevailing Wage Requirements

The Work will be subject to the Prevailing Wage provisions of the *Connecticut General Statutes*. (See Section 8.7 of the Agreement.) In particular, within 30 days of receiving the contract award, the successful Bidder must furnish proof to the Connecticut Labor Commissioner that all of its employees and apprentices performing manual labor on the Project will have completed at 10-hour Occupational Safety and Health Administration ("OSHA") construction safety and health course.

20. Bidder's Qualifications

Bidders must have a minimum of ten years experience in the installation of these types of systems and must have a current pre-qualification certificate issued by the Connecticut Department of Administrative Services ("DAS") in the "Roofing" classification.

CRRA may make any investigation deemed necessary to determine the ability of any bidder to perform the Work required. Each bidder shall furnish CRRA with all such information as may be required for this purpose.

21. Performance And Payment Security Forms

CRRA will require the successful bidder to provide Performance Security and Payment Security in the form of a Performance Bond and a Payment Bond, respectively, for the Work. The form for each of the bonds is the American Institute of Architects (“AIA”) form. Although each of the “AIA” forms provides an opportunity for the Contractor to indicate that modifications have been made to the bond, CRRA will not accept any modifications to either of the bonds other than the insertion in the spaces on the forms of the information requested by the forms.

22. Bid Preparation And Other Costs

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 3
BID BOND FORM**

 **AIA** Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called
the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Connecticut Resources Recovery Authority
100 Constitution Plaza, Hartford, Connecticut 06103

as Obligee, hereinafter called the Obligee, in the sum of (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station
Ellington Transfer Station, Ellington, CT 06029

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

Signed and sealed this _____ day of _____,

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety)

(Title) (Seal)

Additions and Deletions Report for **AIA[®] Document A310[™] – 1970**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:08:00 on 10/21/2009.

PAGE 1

Connecticut Resources Recovery Authority
100 Constitution Plaza, Hartford, Connecticut 06103

...

Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station
Ellington Transfer Station, Ellington, CT 06029

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:08:00 on 10/21/2009 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 1970 - Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

NOVEMBER 12, 2009

(Dated)

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 4
BID FORM**



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: 10-OP-005

CONTRACT FOR: Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station

BID SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a “Bid”) shall have the same respective meanings assigned to such terms in the Contract Documents.

2. TERMS AND CONDITIONS

The undersigned (the “Bidder”) accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

If CRRA issues a Notice Of Award to Bidder, Bidder shall within ten (10) days after the date thereof:

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor’s Certification Concerning Gifts;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA the requisite Performance Security and Payment Security;

- (e) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (f) Satisfy all other conditions of the Notice Of Award.

3. BIDDER'S OBLIGATIONS

Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, to the following:

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and to do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB Package Documents, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price Form.

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB Package Documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB Package Documents relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site;

- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to the "bid opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. BID SECURITY

Bidder acknowledges and agrees that the amount of the Bid Security submitted with this Bid fairly and reasonably represents the amount of damages CRRA will suffer in the event that Bidder fails to fulfill any of its obligations set forth in the Contract Documents.

13. BIDDER'S WAIVER OF DAMAGES

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

14. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 11 [SEEC Form 11] of the RFB Package Documents.

15. ATTACHMENTS

The following documents are attached hereto and made a part of this Bid:

- (a) The completed Bid Price Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (e) Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (f) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and
- (g) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

16. NOTICES

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

Bidder Name:	
Bidder Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

17. ADDITIONAL REPRESENTATION

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

AGREED TO AND SUBMITTED ON _____, 2009

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 5
BID PRICE FORM**



BID PRICE FORM

Bidder will complete the Work as specified in the Contract Documents for the standing seam metal roof retro-fit project at the Ellington Transfer Station for the lump sum bid price specified in the tables below.

The job is to be bid under the assumption that all work will be performed on a straight time basis. The bid must be based on material and standards of construction of the makes or types called for in the Contract Documents. Any use of alternate materials, which have not been pre-approved, will not be permitted.

1. BID PRICE

The Work will be completed for the sum of:

\$	
(Use Numbers)	

(Use Words)	

Breakdown of Bid:

Labor	Materials
\$	\$
(Use Numbers)	

2. AFFIRMATION

Bidder affirms that the total bid price in Section 1 represents the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 6
REFERENCES FORM**



REFERENCES FORM

In space below, provide the names of three (3) references who can attest to the quality of work performed/services provided by Bidder/Proposer. Include job title, affiliation, address, phone number and a brief description of the work performed/services provided for each reference.

REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

REFERENCE 3

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 7
BACKGROUND AND EXPERIENCE FORM**



BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer/SOQ submitter and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer/SOQ submitter.

[Attach Additional Pages If Necessary]

[Empty rectangular box for submitting work performed/services provided]

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

SECTION 8

**QUESTIONNAIRE CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS
AND OCCUPATIONAL HEALTH AND SAFETY**



**QUESTIONNAIRE CONCERNING AFFIRMATIVE
ACTION, SMALL BUSINESS CONTRACTORS AND
OCCUPATIONAL HEALTH AND SAFETY**

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

LIST OF ACRONYMS

RCSA	–	Regulations of Connecticut State Agencies
CHRO	–	State of Connecticut Commission on Human Rights and Opportunities
DAS	–	State of Connecticut Department of Administrative Services
MWDP	–	Minority/Women/Disabled Person

FOOTNOTE

- ¹ If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 9
AFFIDAVIT CONCERNING
NONDISCRIMINATION**



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

- 1. Contractor seeks to enter into the "Agreement for the Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____
Name (Print): _____
Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 10
BACKGROUND QUESTIONNAIRE**



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

Please answer the following questions by placing an "X" in the appropriate box.

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation?</p> <ul style="list-style-type: none"> (a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor. <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that
he/she is the _____ (Title) of
_____ (Firm Name),
the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's
background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 200_____

Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

SECTION 11

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 12
NOTICE OF AWARD**



NOTICE OF AWARD

TO: [NAME OF SUCCESSFUL BIDDER'S CONTACT]
[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Mid-Connecticut

RFB NO.: FY10-OP-005

CONTRACT: Agreement For The Standing Seam Metal Roof Retro-Fit Project At The Ellington Transfer Station

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the "Agreement for the Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station" (the "Work").

You are hereby notified that your Bid has been accepted for the Work. The amount of the award for the Work is \$[CONTRACT PRICE].

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Notices" Section (Section 8.8, Page 20) of the Agreement, signing the Agreement (Page 22), printing the signer's name under the signature line (Page 22) and printing the signer's title following the word "Its" (Page 22);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA the requisite Performance Security and Payment Security;
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and

(f) Satisfy all other conditions set forth herein.

As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (f) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA at the following address:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Ronald Gingerich

Dated this ___ day of ___, 2010.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2010.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTORS CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

**STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

(This CERTIFICATION is to be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, _____, a duly authorized officer and/or representative of _____ (firm name) (the "Contractor"), being duly sworn, hereby depose and say that:

- 1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
- 2. The Contractor has submitted a bid/proposal for the "Agreement for the Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
- 3. No gifts were made between July 1, 2009 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
- 4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Michael Tracey, Director of Operations
George Carlson, Facilities Manager

TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____

Name (type/print): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that

he/she is the _____ (Title) of

_____ (Firm Name), the Contractor

herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 **10**

Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

**SECTION 13
NOTICE TO PROCEED**



NOTICE TO PROCEED

TO: [NAME OF SUCCESSFUL BIDDER CONTACT]
[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Mid-Connecticut

CONTRACT NO.: [TO BE ADDED LATER BY CRRA]

CONTRACT: Standing Seam Metal Roof Retro-Fit Project At The Ellington Transfer Station

You are hereby notified to commence the Work related to the retro-fit of the roof at the Ellington Transfer Station with a standing seam metal roof in accordance with the Agreement, dated [DATE OF AGREEMENT], and that the Contract Time under the Agreement will commence to run on [DATE CONTRACT TIME STARTS]. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement, the date for completing all of the Work and having such Work ready for CRRA's acceptance is as follows:

Completion Date: [COMPLETION DATE]

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA.

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 201_.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR BIDS
FOR
STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

SECTION 14

**AGREEMENT FOR THE STANDING SEAM METAL
ROOF RETRO-FIT PROJECT AT THE ELLINGTON
TRANSFER STATION**

**AGREEMENT
FOR THE
STANDING SEAM METAL ROOF
RETRO-FIT PROJECT
AT THE
ELLINGTON TRANSFER STATION**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of _____, 2009

AGREEMENT FOR THE STANDING SEAM METAL ROOF RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER STATION

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State Contractors Of Campaign Contribution And Solicitation Ban

EXHIBIT I – Affidavit Concerning Nondiscrimination

EXHIBIT J – Contractor's Certification Concerning Gifts

EXHIBIT K – CRRA President's Certification Concerning Gifts

This **AGREEMENT FOR THE STANDING SEAM METAL ROOF RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER STATION AGREEMENT** (“Agreement”) is made and entered into as of this ____ day of _____, 2010 by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “CRRA” or “Owner”) and [**NAME OF CONTRACTOR**], having its principal offices at [ADDRESS OF CONTRACTOR] (hereinafter “Contractor”).

PRELIMINARY STATEMENT

WHEREAS CRRA owns a certain parcel of real property located at 217 Sadds Mill Road (Route 140), Ellington, Connecticut 060291 (the “Property”), upon which property CRRA operates the Ellington Transfer Station (the “Facility”).

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to retro-fit the roof at the Facility with a standing seam metal roof within the boundaries of the Property, and other related work, in accordance with the Contract Documents (the “Project”).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Acceptance Date”** means the date on which CRRA determines that the Work (as defined herein) has been completed by Contractor in accordance with the Contract Documents.
- (c) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), RFB Package Documents, Addenda, Contractor’s bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, the Notice To Proceed (as defined herein), the Bonds (as defined herein), the Plans (as defined herein), any written amend-

ments to any of the Contract Documents and any change order issued pursuant to the Contract Documents.

- (d) **“Contract Time”** means the number of days or the date, as set forth in **Exhibit C** of this Agreement, to perform and complete the Work and have such Work ready for CRRA’s acceptance.
- (e) **“Effective Date”** means the date set forth above in this Agreement.
- (f) **“Engineer”** means a dully authorized agent of CRRA.
- (g) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (h) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (i) **“Owner”** means CRRA.
- (j) **“Owner’s Designee”** or **“Owner’s Representative”** means Engineer or the duly authorized representative of the primary material manufacturer.
- (k) **“Site”** means those areas of the Property upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation

required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;

- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Sub-section;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF WORK

2.1 Contractor’s Responsibilities

Contractor shall be responsible for:

- (a) The standing seam metal roof retro-fit project at the Facility;
- (b) Performing all other work required for the Project, all of which is in accordance with and as required by the Contract Documents, including but not limited to, the parts and labor specifications set forth in **Exhibit A** attached hereto and made a part hereof (the “Parts And Labor Specifications”) and the drawings set forth in **Exhibit B** attached hereto and made a part hereof (the “Drawings”);
- (c) Furnishing all labor, materials, supplies, tools, equipment and other facilities and necessary appurtenances or property for or incidental to the Project and the performance and completion of the Work (as hereinafter defined);
- (d) Restoring any part of the Property, the improvements thereon, including but not limited to any access roads, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof; and
- (e) Making all required notifications and obtaining all local, state, and federal permits and approvals necessary for the completion of the Work.

Items (a) through (e) above are hereinafter collectively referred to as the “Work.”

2.2 Performance and Completion of Work

All Work shall be performed and completed by Contractor in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA or Engineer to Contractor;
- (b) The Contract Documents;
- (c) Sound practices for installation of a standing seam metal roof;
- (d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;
- (e) The schedule for the Work set forth in **Exhibit C** attached hereto and made a part hereof; and
- (f) All Laws And Regulations.

Items (a) through (f) above are hereinafter collectively referred to as the "Standards."

Contractor shall obtain any locally required building or other permits required for the Work, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Work.

2.3 CRRA's Responsibilities

CRRA and/or its Engineer shall be responsible for administering this Agreement, accepting the Work that is performed and completed by Contractor in accordance with the Contract Documents, and receiving and paying invoices for such Work.

2.4 Direction of Work

CRRA and/or its Engineer may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the Work. If CRRA determines that Contractor shall not proceed with the remaining Work, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.5 CRRA's Inspection Rights

Contractor's performance of the Work hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's per-

formance of the Work hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any Contract Time for the remaining Work. For purpose of this Section 2.5, CRRA shall mean CRRA and/or its authorized agents, including but not limited to Engineer.

2.6 Access

CRRA hereby grants to Contractor, during such times as directed by CRRA and/or its Engineer, access to only those areas of the Property necessary for Contractor to perform the Work hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA and/or its Engineer on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

2.7 Change in Scope of Work

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the scope of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contract Price and/or the Contract Time is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) provided that the schedule of values (including the unit prices set forth therein) approved by CRRA for the Project, to the extent applicable, shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or Work necessitated by such revisions, modifications or changes. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s).

2.8 Site and Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Site are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor ac-

knowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Site and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the Contract Time, the Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Site differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Price and/or no extension of the Contract Time as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

2.9 Proprietary Information

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Contractor in connection with the performance of the Work hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

2.10 Books and Records

Contractor shall maintain proper books and records containing complete and correct information on all Work performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor's business hours.

2.11 Status of Contractor

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for CRRA hereunder and that Contractor shall perform such Work in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an

agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

2.12 Subcontractors

Contractor shall consult with CRRA before hiring any subcontractors to perform any Work hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

2.13 Contractor's Employees

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

2.14 Mechanic's Liens

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Site or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Work hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Work hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

3. COMPENSATION AND PAYMENT

3.1 Compensation

The total amount of compensation to be paid to Contractor by CRRA for the Work hereunder shall not exceed [AMOUNT OF CONTRACT] Dollars ([\$NUMBER]) (the "Contract Price"), which Contract Price shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Work to be performed by Contractor hereunder and includes all expenses and costs to be incurred by Contractor in performing such Work.

3.2 Payment Procedure

Within ten (10) days after the end of each month during the term hereof Contractor shall submit to CRRA a written request for payment for all the Work completed by Contractor during such month. Each written request for payment shall be submitted on AIA Forms G702 and G703, or their equivalent, and in accordance with the General Requirements, and each such request shall include the name of the Project, the contract number, and all of the other information and documentation required by the General Requirements. Contractor may submit a written request for payment for materials, but such request shall only be submitted after the materials have been delivered to the job-site, which delivery shall not to be made until Contractor is ready to begin on-site work on the Project.

If CRRA determines in its sole and absolute discretion that the Work for which Contractor is requesting payment has been properly performed and completed in conformance with the Standards, Contractor is not in default hereunder and CRRA does not dispute the amount of the payment requested, then CRRA shall pay Contractor ninety-five (95%) percent of the amount requested (the "Authorized Percentage Sum") within thirty (30) days after CRRA's receipt of such written request, and CRRA shall withhold the remaining five (5%) percent of such amount as retainage ("Retainage"). If, however, CRRA determines that any of the Work for which Contractor has requested payment is not in conformance with the Standards, then CRRA may in its sole and absolute discretion also withhold all or a portion of the Authorized Percentage Sum, and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Work in conformance with the Standards. CRRA shall have no obligation under this Agreement to pay for any Work that CRRA determines has not been performed and/or completed in conformance with the Standards. Within ten (10) days after the Acceptance Date, Contractor shall submit to CRRA a written request for payment of all Retainage, and, provided Contractor is not in default hereunder and CRRA does not dispute the amount of such requested payment, CRRA shall pay Contractor such Retainage within thirty (30) days after CRRA's receipt of such written request. CRRA shall have no obligation to pay Contractor any amounts due Contractor under this Agreement if Contractor is in default hereunder.

3.3 Accounting Obligations

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Work pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

3.4 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Work to be performed hereunder by Contractor, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

3.5 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes*, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this Bid.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Bid, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut

Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Bid.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor's status as an independent contractor, but without limiting Contractor's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Services, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Services hereunder for the account of CRRA, and with funds provided as reimbursement therefor by CRRA.

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on the first anniversary of the Acceptance Date.

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Work hereunder. Accordingly, upon CRRA's issuance to Contractor of a notice to proceed with the Work (the "Notice To Proceed"), which Notice To Proceed shall be issued after the parties hereto receive all of the local, state and federal permits required for the Work hereunder, Contractor shall immediately commence performance of the Work and continue to perform the same during the term of this Agreement in accordance with the schedule set forth in attached **Exhibit C** in order to complete all of the Work and have such Work ready for CRRA's acceptance at the end of the number of days specified in **Exhibit C** following the issuance of such Notice To Proceed (the "Completion Date").

CRRA and Contractor recognize the difficulties involved in proving actual damages and losses suffered by CRRA if the Work is not completed and ready for CRRA's acceptance by the Completion Date. Accordingly, instead of requiring any such proof, CRRA and Contractor agree that as liquidated damages for any such delay in completion or readiness for acceptance (but not as a penalty) Contractor shall pay CRRA one hundred dollars (\$100.00) for each calendar day beyond the Completion Date that Contractor fails to complete all of the Work or have the same ready for CRRA's acceptance until all such Work is completed by Contractor and readied by Contractor for acceptance by CRRA.

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA,

Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment from the Property, restore any part of the Property, any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Work that requires restoration pursuant to the terms and conditions of Section 4.4 hereof. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Work performed and completed by Contractor prior to the termination date, provided:
 - (1) Such Work has been performed and completed by Contractor in conformance with the Standards;
 - (2) Payment for such Work has not been previously made or is not disputed by CRRA;
 - (3) Contractor is not in default hereunder; and,
 - (4) Contractor has performed and completed all its obligations under this Section 4.3 and Section 4.4 hereof to CRRA's satisfaction, and
- (a) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

4.4 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the Property or any of the improvements located or to be located thereon, other than those areas of the Property or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (b) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses,

judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

5.2 Workmanship and Materials Warranty; Other Warranties and Guarantees

For a period of two (2) years following the Acceptance Date (the "Warranty Period"), Contractor warrants the workmanship, equipment, and materials furnished under this Agreement for the Project against defects. If during or at the end of the Warranty Period, CRRA determines that any of such workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 5.2 must be approved by CRRA before Contractor may commence performance of such repairs or replacements, and all such repairs or replacements shall be performed by Contractor in accordance with all applicable Standards. In connection therewith Contractor shall obtain all warranties and guarantees for all material and equipment furnished hereunder by Contractor that are assignable to CRRA. Contractor shall assign such warranties and guarantees to CRRA upon the Acceptance Date. Contractor's obligations under this Section 5.2 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than three million dollars (\$3,000,000) each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).

- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million dollars (\$1,000,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) for each employee for bodily injury by disease.
- (d) Contractor's Property and Equipment insurance covering one hundred percent (100%) of the actual cash value of all equipment owned and/or leased for or by Contractor for this Project.

6.2 Certificates

Within ten (10) days after CRRA issues the Notice Of Award, and prior to commencement of activities on site, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance/employers' liability insurance or contractor's property and equipment insurance);
- (b) Include a standard severability of interest clause;
- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and
- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

6.4 Issuing Companies

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

6.5 Contractor's Subcontractors

Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

6.6 No Limitation on Liability

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

6.7 Other Conditions

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following (collectively referred to as the "Bonds"):

- (a) A performance bond (the "Performance Bond") in the full amount of the Contract Price and such Performance Bond shall be in and drawn on the form set forth in **Exhibit D** attached hereto and made a part hereof; and
- (b) A payment bond (the "Payment Bond") in the full amount of the Contract Price and such Construction Payment Bond shall be in and drawn on the form set forth in **Exhibit E** attached hereto and made a part hereof.

CRRA will not accept any modifications to either the Performance Bond form set forth in **Exhibit D** or the Payment Bond form set forth in **Exhibit E** other than the insertion in the spaces on the forms of the information requested by the forms.

7.2 Submission Of Security

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the following:

- (a) The Performance Bond; and
- (b) The Payment Bond.

7.3 Specific Requirements – Performance Bond and Payment Bond

If the surety on the Performance Bond and/or the Payment Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Performance Bond and/or the Payment Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Article 7.

7.4 Failure To Maintain The Security

Failure to maintain or renew the Performance Bond and/or the Payment Bond under the aforesaid terms shall constitute a default by Contractor of this Agreement.

7.5 Exercise Of Rights And Remedies

In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Performance Bond and the Payment Bond.

7.6 Issuing Companies

The Performance Bond and the Payment Bond shall be issued and executed by a surety company or companies acceptable to CRRA.

8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (c) Contractor agrees and warrants that, in the performance of the Services for CRRA, Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (d) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (e) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (f) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (g) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*.
- (h) If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

8.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

8.3 Governing Law

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

8.4 Assignment

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.

8.5 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

8.6 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

8.7 Prevailing Wages

Contractor hereby represents that the Contractor's Wage Certification Form, as executed by Contractor and attached hereto as part of **Exhibit F**, which Exhibit in its entirety is made a part hereof, has been submitted by Contractor to the State of Connecticut's Department of Labor for Contractor's performance of the Work. Contractor shall pay wages on an hourly basis to any mechanic, laborer or workman employed upon the Work herein and the amount of payment or contribution paid or payable on behalf of each such employee to an employee welfare fund, as defined in *Connecticut General Statutes* § 31-53(h), at rates equal to the rates customary or prevailing for the same work in the same trade or occupation in the town

in which the Work is being conducted, which rates are more specifically set forth in **Exhibit G** attached hereto and made a part hereof. If Contractor is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund, Contractor shall pay to each employee as part of his or her wages the amount of payment or contribution for his or her classification on each payday. Contractor shall keep, maintain and preserve records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer, or workman under this Agreement is employed during each work day and week in such manner and form as the labor commissioner establishes to assure the proper payments due to such employees or employee welfare funds under *Connecticut General Statutes* §§ 31-53 and 31-54. Pursuant to *Connecticut General Statutes* § 31-53(f), Contractor shall complete and submit to CRRA on a weekly basis during the term of this Agreement and any extension thereof the payroll certification forms also set forth in **Exhibit F**. Contractor hereby represents and covenants that it is not now, and has not been for at least three (3) years previous to the date of this Agreement, listed by the labor commissioner as a person who has violated laws and regulations relating to prevailing wages.

8.8 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to CRRA:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: Facilities Manager

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103
Attention: President

(b) If to Contractor:

Attention: _____

8.9 Benefit and Burden

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

8.10 Severability

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

8.11 Counterparts

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

8.12 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit H [SEEC Form 11].

8.13 Affidavit Concerning Nondiscrimination

At the time the Contractor submitted its bid to CRRA, it simultaneously executed a document entitled Affidavit Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as Exhibit I.

8.14 Contractor's Certification Concerning Gifts

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit J.

8.15 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit K.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[CONTRACTOR]

By: _____

[Print/Type Name]
Its _____
[Title]
Duly Authorized

EXHIBIT A

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

PARTS AND LABOR SPECIFICATIONS

SECTION 07 41 00.001 - MANUFACTURED METAL ROOFING PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Work described in this section includes pre-formed metal roofing system complete with clips, perimeter and penetration flashing, and closures.
- B. Related Sections:
- C. Related Work Specified Elsewhere:
 - 1. Division 07 Section - Sheet Metal Flashing and Trim

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-05 Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 2. ASTM A875 Standard Specification for Steel Sheet, Zinc-5% Aluminum Alloy-Coated by the Hot Dip Process.
 - 3. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
 - 4. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 5. ASTM D1056 Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 6. ASTM D3575 Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.

7. ASTM E283 Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
8. ASTM E331 Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
9. ASTM E1592 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
10. ASTM E1646 Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
11. ASTM E1680 Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
12. ASTM E2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head

C. Testing Application Standards TAS

1. TAS 100 Test Procedure for Wind and Wind Driven Rain Resistance of Discontinuous Roof Systems
2. TAS 125 Standard Requirements for Metal Roofing Systems
3. TAS 114 app. G Test Procedure for Susceptibility to Leakage of Discontinuous Roof Systems

D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

1. Architectural Sheet Metal Manual, 5th edition.

E. Underwriters' Laboratories (UL):

1. UL 263 Fire Tests of Building Constructions and Materials.
2. UL 580 Tests for Uplift Resistance of Roof Assemblies.
3. UL 790 Tests for Fire Resistance of Roof Covering Materials.

F. Factory Mutual Research (FM):

1. FM 4470 Approval Standard for Class 1 Panel Roofs.

1.4 SUBMITTALS FOR REVIEW

- A. Shop Drawings showing layout of every roof panel and structural supporting member required in the installation with side laps and end laps marked within 1% deviation of their actual location.
 - 1. Provide details for edge conditions, seams, joints, corners, panel profiles, assembly anchoring techniques, round and square flashings and counter flashings.
- B. Samples illustrating thickness, finish, color and textures of materials.
- C. Product Data: Include manufacturer's detailed material and system description, panel and field seam installation instructions, engineering performance and finish specifications. Indicate hat channel and fastener spacing.
- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
- E. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

1.5 SUBMITTALS FOR INFORMATION

- A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
 - 1. Independent laboratory testing report for system design load and seam integrity.
 - 2. Professional engineer's documentation that roofing system incorporates sufficient allowance for stress and movement.
 - 3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
 - 4. Manufacturer's verifications that the panels are factory roll formed.
 - 5. ASTM E1592: Test results must clearly demonstrate compliance with the following requirements:

- a. The ultimate test failure load shall be reduced by the safety factor specified in article 1.11 to determine the allowable working load for the panel system.
 - b. The proposed system has been tested to insure that the allowable working load of the panel system meets or exceeds the specified negative wind uplift pressures listed in article 1.11 of this specification for all roof zones.
 - c. The test results are applicable for the thickness, width, and profile specified. Results are not applicable for systems that are thicker or wider than the system which was tested. If the tested material was not the specialty material specified herein (for instance, the tested material was galvalume steel), then the test results shall be reduce by the ratio of the yield strength (Fy) of the specified material to the tested material.
 - d. The results must clearly show that the allowable clip spacing meets or exceeds the requirements specified in section 3.0 for all roof areas. Clip spacing shall not be reduced for any roof zone from that which is specified.
6. ASTM E283 and E331: Test results must clearly demonstrate compliance with the performance requirements specified in article 1.11.
 7. ASTM E1646 and E1680: Test results must clearly demonstrate compliance with the performance requirements specified in article 1.11. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested. The differential test pressures must be identical to those specified in article 1.11.
 8. UL 580: The proposed roof panel shall be listed as UL 580, Class 1-90.
 9. UL 790: The proposed roof panel shall be listed as a non-combustible roof covering material and be approved for use in a UL classification assembly.
 10. UL 263: The proposed roof panel shall be listed for use in a UL fire rated construction assembly.
 11. FM 4471: Test report must be submitted for windstorm rating no less than that specified in article 1.11. The proposed roof system must have approval over the specified substrate with clips spaced no closer than as specified in article 3.2 C for roof Zone 1.
 12. AAMA 501.1: Test report shall show passed ratings for panel type as specified.
 13. TAS 100: Test report shall show passed ratings for panel type as specified.

14. TAS 125: Test report shall show rating no less than that as specified in article 1.11.
 15. TAS 114 appendix G: Test report shall show passed ratings for panel type as specified.
 16. ASTM E2140: Test report shall show passed ratings for panel type as specified.
- B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
 - C. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding, sealed by a registered professional engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article.
 - D. Qualification Data for Roofing Installer. Refer to Quality Assurance Article below.
 - E. Certification of work progress inspection frequency. Refer to Quality Assurance Article below.
 - F. Pre-installation Roofing Conference Proceedings. Refer to Quality Assurance Article below.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- B. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- C. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- D. Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner's personnel in the maintenance requirements for completed roofing work. Refer to Part 3 for additional requirements.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer who has completed the Manufacturer's Approved Roofing Contractor course and is currently certified for the installation of this roof system.

- B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.
- C. Source Limitations: Obtain all components of roof system from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 - 1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
 - 2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.
- D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.
- E. Engage the Manufacturer's Field Representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.
- F. Manufacturer shall provide the Owner project with a written statement that they will provide a site inspection every day that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.
- G. Alternate Manufacturers: The following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 10 business days prior to bid opening:
 - 1. Submit each item listed in article 1.4 (A through E) for evaluation of the proposed system.
 - 2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
 - 3. Empirical calculations for roof performance shall only be acceptable for positive loads.
 - 4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.
 - 5. A financial statement demonstrating a minimum of a 3:1 ratio of assets to liabilities. -

6. A written statement from the manufacturer stating that they will provide the building owner with a daily site inspection for a minimum of one (1) hour per day by an experienced, full time employee of the company.
 7. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size, gauge, weight, clip design, sealant design, uplift pressures and height of the vertical seam
 8. A copy of manufacturer's 30 year warranty. Warranty must include coverage for all trim, flashing, and penetrations associated with this roof.
 9. Proof that the manufacturer has been in business for a minimum of 30 years and equal or greater to the warranty period required for this project.
- H. Site Formed Panels: Site formed panels are prohibited. All metal panels must be factory pre-manufactured and engineered for this project.

1.8 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference to include:
 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements (drawings, specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.

6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
 9. Record discussion of conference including decisions and agreements (or disagreements) reached. Furnish a copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- C. Review notification procedures for inclement weather or non-working days.
- D. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- E. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner and Engineer of Record. This shall not be construed as interference with the progress of Work on the part of the Owner or Engineer of Record.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Manufacturer's responsibilities:
1. All roof panels shall be shipped from the manufacturer with strippable film or similar packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.
 2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.
- B. Installer's responsibilities:
1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
 2. Unload roof panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.
 3. Protect moisture-sensitive materials and water-based from the weather.

4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.10 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for roofing system.
 1. Protection:
 - a. Protect completed roofing from subsequent construction operations. Comply with Manufacturer's recommendations.
 - b. Do not overload roof with stored materials.
 - c. Support no roof-mounted equipment directly on the roofing system.
- B. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place and approved prior to installation of roofing.

1.11 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal Expansion and Contraction:
 1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 2. The design temperature differential shall be not less than 200° F.
 3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 4. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Project Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.
- B. Uniform wind load capacity:
 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchor clips shall be installed exactly as spacing given in article 3.0.

Each of the following is necessary to determine the appropriate design wind pressure for roof components. Please contact a Garland sales representative for assistance in determining the proper wind uplift design criteria. Typical selections are shown in black; however, every structure requires detailed attention for proper system design

- a. Design Code: ASCE 7-05, Method 2 for Components and Cladding.
- b. Safety Factor: 1.650 after any load reduction or material stress increase.
- c. Category IV Building with an Importance Factor of 1.15.
- d. Wind Speed: 100 mph.
- e. Ultimate Pullout Value: 735 pounds per each of the two fasteners holding the panel anchor to the roof decking or framing system.
- f. Exposure Category: B
- g. Design Roof Height: 43 feet.
- h. Minimum Building Width: 103 feet.
- i. Roof Pitch: 1 inch per foot.

Roof Area Design Uplift Pressure:

Zone 1 – 30.1 psf

Zone 2 – 45.7 psf

Zone 3 – 65.1 psf

2. Capacity shall be determined using pleated airbag method in accordance with ASTM E1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

C. Uniform Positive Load Capacity.

1. The installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf; Roof Snow Load of 30 psf.

Capacity to resist positive loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.2.

2. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.
3. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roofing system. [contact Garland Sales Rep] psf is being removed from the roof through tear off as specified in section 3.0. [contact Garland Sales Rep] psf will be added to the weight of the existing

roof through installation as specified in section 3.0. Total addition of weight to the roof structure is [contact Garland Sales Rep] psf.

- D. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.
- E. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580.
- F. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.
- G. ASTM E283: Static pressure air infiltration (doors, windows, curtain walls):
 - 1. Pressure Leakage Rate
 - a. 1.57 PSF 0.0007 cfm/sq.ft.
 - b. 6.24 PSF 0.0002 cfm/sq.ft.
 - c. 20.0 PSF 0.0036 cfm/sq.ft.
- H. ASTM E331: Static pressure water infiltration (doors, windows, curtain walls):
 - Pressure Result
 - 5 Gal./Hr. per S.F. and Static No Leakage
 - Pressure of 20.0 Psf for 15 minutes
- I. ASTM E1680: Static pressure air infiltration (roof panels):
 - 1. Pressure Leakage Rate
 - a. 1.57 PSF 0.0012 cfm/sq.ft.
 - b. 6.24 PSF 0.0001 cfm/sq.ft.
 - c. 20.0 PSF 0.0011 cfm/sq.ft.
- J. ASTM E1646: Static pressure water infiltration (roof panels):
 - Pressure Result
 - 5 Gal./Hr. per S.F. and Static No Leakage
 - Pressure of 20.0 Psf for 15 minutes

- K. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
- L. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- M. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
- N. The installed roof system assembly shall show that it can resist the calculated roof pressure in section 1.11.B in accordance with the test results of TAS 125.
- O. Water penetration in low slope applications: No water penetration or panel movement when subject to 6" head of water for 6 hrs when tested in accordance with the ASTM E2140 and when subject to 6" head of water for 7 days when tested in accordance with the TAS 114 appendix G.

1.12 WARRANTIES

- A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.
 - 1. Manufacturer's 30 year watertight warranty, including coverage for all trim, flashings, and penetrations associated with the roof area.
 - 2. 20 year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.
 - 3. Warranty shall commence on date of substantial completion [or final payment], whichever is agreed by contract.
 - 4. Installer shall provide manufacturer with 2 year warranty covering roofing system installation and watertightness.
 - 5. Provide a single warranty by a single approved manufacturer for standing seam roof areas, membrane roof areas, and transitions between the two material types.

1.13 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the roofing system manufacturer will:
 - 1. Keep the Owner informed as to the progress and quality of the work as observed.

2. At no additional cost to the owner provide daily job site inspections. In addition establish a password secure on-line data base to document the progress of the job. Database must be updated daily and include written documentation and digital pictures to document project progress.
3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted a minimum of 5 days prior to bid due date.
 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 2. Include a list of three (3) projects of similar type and extent, located within a 50 mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Owner or Owner's Representative.
 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A. The design is based upon R-MER Span roofing systems engineered and manufactured by

The Garland Company
3800 East 91st Street

Cleveland, Ohio 44105
Telephone: (800) 762-8225
Website: www.garlandco.com

or approved equal.

2.3 METAL ROOFING SYSTEM

- A. Materials.
1. Panel material: 24 ga., Galvalume steel, type AZ-55, smooth as per ASTM A792-96.
 2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
- B. Finishes:
1. Exposed surfaces for coated panels:
 - a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - c. Color shall be mill finish.
 2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).
 3. Exposed and unexposed surfaces for uncoated panels shall be as shipped from the mill.
- C. Characteristics:
1. Provide the same panel profile from a single manufacturer for all standing seam roof areas.
 2. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.
 - a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.

- b. Profile of panel shall have mesa's every two (2) inches on center continuous throughout panel which are a minimum of one and one-half (1-1/2) inches wide.
 - c. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required) and trim details (as per manufacturer's guidelines).
 - d. Provide panels in continuous lengths from ridge to eave with no overlaps unless approved by manufacturer, in writing.
 - e. Panels lengths which exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
 - f. Seam caps shall be manufactured in the factory and may be installed with end laps. Seam sealant must be factory applied.
3. Seam must be two and three-eighths (2-3/8) inches minimum height for added upward pressures and aesthetic appeal. Seam shall have continuous anchor reveals to allow anchor clips to resist positive and negative loading and allow unlimited expansion and contraction of panels due to thermal changes. Integral (not mechanically sealed) seams are unacceptable.
4. Concealed Standard Anchor Clips: Clips must be sixteen (16) gauge Galvalume steel, ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
5. Concealed I-SPAN Anchors: Provide anchors of continuous lengths with a zero point zero six two (0.062) inches, minimum thickness, of extruded aluminum, alloy 6005-T5, with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
- a. Anchor shall provide non-penetrating, concealed engagement at the panel seams in a manner similar to the standard anchor clips.
 - b. Sealant applied in panel cap must be isolated from anchor to insure that no sealant damage occurs from the movement of the panel during expansion and contraction.
 - c. Anchor must maintain a clearance of a minimum of three-eighths (3/8) inches between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.

- d. Anchor system must be capable of spanning a minimum of 10' 4" between points of attachment to the roof deck or framing and resist all wind uplift pressures, dead, live, and snow loads.
 - e. I-SPAN Anchor shall be used in lieu of standard anchor clips for the following roof zones: Zone 2, Zone 3.
6. Seam cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to forty-five (45) feet according to job conditions and field seamed by means of manufacturer's standard seaming machine.
- a. Cap shall be designed to receive two (2) beads of continuous hot applied gasketing sealant which will be applied independent of anchor clip to allow unlimited thermal movement of panel without damage to cap sealant.
 - b. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.
7. Standing Seam Panel Width: 18".
8. Stiffening ribs: Located in flat of panel to minimize oil canning and telegraphing of structural members.
9. Replace ability: Panels shall be of a symmetrical design with snap on, mechanically seamed, cap configuration such that individual panels may be removable for replacement without removing adjacent panels.
10. Panel ends shall be panned at ridge, headwall, and hip conditions, or where applicable.
11. Panel length: Full length without joints, including bends.

D. Accessories.

- 1. Gable anchor clips for:
 - a. Standing Seam style.
 - b. Galvalume steel, type AZ-55, minimum thickness 16 gauge.
- 2. Fasteners:
 - a. Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements. Provide #14 as the minimum fastener size.
 - b. Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fas-

teners shall be factory painted to match the color of the standing seam panels.

3. Closures: Factory precut closed cell foam meeting ASTM D1056 or ASTM D3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
4. Provide all miscellaneous accessories for complete installation.
5. Panel joint (end lap) sealant: Non-curing modified isobutylene tri-polymer tape of thickness to fully adhere to both surfaces being joined with indicated service life of 20 years.

2.4 ACCESSORY PRODUCTS

A. Sealant:

1. Acceptable product:
 - a. Concealed Application: Non-curing butyl sealant or equal.
 - b. Exposed Application: Garland SS sealant or equal.

B. Steel Framing:

1. Install Roof Hugger 16 gauge galvanized steel retrofit furring members over the existing standing seam roof panels. Roof Hugger height must accommodate height of existing standing seam roof system. The lower flange and web of the Roof Huggers shall be notched to match the profile of the existing standing seam roof panels. Roof Huggers shall be installed perpendicular to panel seams, and shall be attached to the existing structural purlins as required to accommodate the panel anchor clip spacing given in article Part 3.

C. Snow Retention:

1. S-5 Snow retention system supplied and approved by Metal System Manufacturer.

2.5 FABRICATION

- A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum ten (10) foot lengths. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.

- C. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standards.

PART 3 - EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 PREPARATION

- A. Design system so that the panel installation may be started and/or terminated at any given point in the area.
 - 1. It is understood that the ongoing operations of the Owner are of a critical nature as to leak sensitivity. Do not work on more roof area than can be restored completely watertight in one day.
- B. Remove existing loose material, dirt and debris from the roof area. All accumulations of asphalt or other repair materials shall be removed to provide a smooth, flat substrate without imperfections that will be evident in the finished work.
 - 1. Existing metal details and other metal accessories specified for re-use that interfere with the installation of the new roof system shall be carefully removed and set aside for re-use.
 - 2. Any metal described above that will come in contact with the new roof shall be checked for type and replaced or protected if galvanic action may be a problem.
- C. Strip existing contaminating material from all metal components that are indicated to be re-utilized. Protect these metal components. Replace damaged components with new of similar type and dimension.
- D. Replace wood blocks and/or sleepers indicated to be replaced with new pressure-treated wood, redwood, or other form of blocking acceptable to the Manufacturer.
 - 1. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel. Provide Material Safety Data Sheets to the roofing manufacturer for verification prior to installation.
- E. Remove pipes, conduits or equipment indicated to be abandoned and removed.
 - 1. All curbs, soil stacks, and other interior flashing surfaces shall be extended to a minimum of 8" above the new horizontal roof surface or shall be pressure sealed at the top edge.

3.3 INSTALLATION, GENERAL

- A. Install roof system when the atmospheric dry bulb temperature is minimum 40 degrees Fahrenheit and rising.
- B. Install all components of the roof system in exact accordance with the manufacturer's standard published procedures as applicable to these project conditions and substrates.
- C. Install all required vapor retarder, air seals and preliminary tapered, insulating substrates required per enclosed specifications.
- D. Lay out and anchor all roof framing sections or purlins according to the approved roof plan.

3.4 ROOFING AND FLASHING INSTALLATION

- A. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
 - 1. Install Roof Hugger framing system.
- C. Directly over the completed roof substrate, install one (1) piece panel anchor clips. All anchor clips will be set on sixteen (16) gauge galvanized pre-punched bearing plates to distribute the loads on the board insulation or all anchor clips will be fastened into the structural roof substrate based on the following spacing pattern:
 - 1. Clip spacing must be 5' 5" for Zone 1 (field)
 - 2. ISPAN continuous clip must be used for Zone 2 (eave, ridge, hip, and rake).
 - 3. ISPAN continuous clip must be for Zone 3 (corners)
 - 4. Clip spacing for Zones 2 & 3 must extend 10' 4" feet onto the roof area.
- D. Installation of Roof Panels: Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panels system, it is also acceptable to start from the middle of the roof and work toward each end.
 - 1. A stainless steel pop rivet shall be secured through the anchor reveal of the panel leg and extend into the arm of the panel clip located at the ridge of the system. Provide at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.

- a. Capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
 - b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
2. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.
- E. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on shop drawings.
- G. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as determined by manufacturer's design analysis to resist specified uplift and thermal movement forces.
- H. Seal laps and joints in accordance with roofing system manufacturer's product data.
- I. Coordinate flashing and sheet metal work to provide weather tight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
- J. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- K. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- L. Maximum variation from true planes or lines shall be one-fourth (1/4) inch in twenty (20) feet and three-eighths (3/8) inch in forty (40) feet or more.
- M. Form joints in linear sheet metal to allow for one-fourth (1/4) inch minimum expansion at twenty (20) feet on center maximum and eight (8) feet from corners.
- N. At joints in linear sheet metal items, set sheet metal items in two (2) one-fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- O. Remove damaged work and replace with new, undamaged components.

- P. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- Q. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

3.5 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

3.6 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction

3.7 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, installer, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Contractor and owner upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.8 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
 - 1. Roof troubleshooting procedures.

2. Notification procedures for reporting leaks or other apparent roofing problems.
3. Roofing maintenance.
4. The Owner's obligations for maintaining the roofing warranty in effect and force.
5. The Manufacturer's obligations for maintaining the roofing warranty in effect and force.

END OF SECTION

SECTION 07600- FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Provide all labor, equipment, and materials fabricate and install the following.
 - 1. Edge strip and flashing.
 - 2. Fascia, scuppers, and trim.
 - 3. Counterflashings for roof accessories.
 - 4. Counterflashings at roof mounted equipment and vent stacks.
 - 5. Base flashing coverings.
 - 6. Fascia and edge metal.
 - 7. Counterflashings at walls and penetrations.
 - 8. Other components.

1.2 RELATED SECTIONS

- A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.
- B. RELATED SECTIONS
 - 1. Section 07410 – Standing Seam Panels

1.3 REFERENCES

- A. ASTM B-209 Specification for aluminum sheet
- B. ASTM B-221 Specification for aluminum extruded shape
- C. FS QQ-L-201 Specification for Lead Sheet
- D. ASTM A792-96 Steel Sheet, Aluminum-Zinc Alloy-Coated, by the Hot-Dip Process
- E. ASTM B32 Solder Metal
- F. ASTM B209 Aluminum and Alloy Sheet and Plate
- G. ASTM B486 Paste Solder

- H. ASTM D226 Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
- I. ASTM D486 Asphalt Roof Cement, Asbestos-free
- J. FS O-F-506 Flux, Soldering, Paste and Liquid
- K. WH Warnock Hersey International, Inc. Middleton, WI.
- L. FM Loss Prevention Data Sheet
- M. NRCA National Roofing Contractors Association - Roofing Manual
- N. SMACNA Architectural Sheet Metal Manual

1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product.
- B. Provide approval letters from metal manufacturer for use of their metal within this particular roofing system type.
- C. Submit two samples, 12 x 12 inch in size illustrating typical external corner, internal corner, valley, junction to vertical dissimilar surface, material and finish.
- D. Shop Drawings
 - 1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 - 2. Shop drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, termination's, and installation details.
 - 3. Indicate type, gauge and finish of metal.
- E. Certification
 - 1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
 - 3. Submit certification that metal and fastening system furnished is Tested and Approved by Factory Mutual for I-90 Wind Up-Lift Requirements.
- F. Manufacturer's Product Data
 - 1. Metal material characteristics and installation recommendations.

2. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.

1.5 QUALITY ASSURANCE

- A. Reference Standards
 1. Comply with details and recommendations of SMACNA Manual for workmanship, methods of joining, anchorage, provisions for expansion, etc.
- B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.
- C. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- D. Manufacturer shall have in place a documented, standardized method for maintaining quality control such as ISO-9001 approval.
- E. The designer shall conduct all required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.7 JOB CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.
- B. Protection:
 1. Provide protection or avoid traffic on completed roof surfaces.
 2. Do not overload roof with stored materials.
 3. Support no roof-mounted equipment directly on the roofing system.

- C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

1.8 DESIGN AND PERFORMANCE CRITERIA

- A. Factory Mutual Loss Prevention Data Sheet 1-49 windstorm resistance 1-90.

1.9 WARRANTIES

- A. Manufacturer's Warranty

- 1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

- B. Contractor's Warranty

- 1. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Metal system is to be comprised of minimum Galvalume steel coated on both sides with an epoxy primer and on the weathering surface with a polyvinylidene fluoride or siliconized polyester baked organic coated finish.

- 1. Acceptable Manufacturers

- a. The Garland Company
- b. Approved equivalent.

- 2. Materials

- a. Aluminum-Zinc alloy Coated Steel

Aluminum-zinc alloy (galvalume) coated steel, ASTM A792, coating designation AZ-50, in thickness of .0217 nom. /26 gauge or .0336 nom. /22 gauge or 0.157 nom. / 30 gauge for accessory components; 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.

- b. Steel Finishes: siliconized modified polyester finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

Property	Test Method	SMP*
Pencil	ASTM D-3363	F-H
Hardness	NCAA II-2	
Bend	ASTM D-4145 NCAA II-19	2-T
Cross-Hatch Adhesion	ASTM D-3359	No loss of adhesion
Gloss (60° angle)	ASTM D-523	90 +/- 5%
Reverse Impact	ASTM D-2794	No cracking or loss of adhesion
Normal Thickness Primer Topcoat TOTAL	ASTM D-1005	0.2 mils 0.8 mils 1.0 mils

B. Miscellaneous Metals and Flashings:

1. Zinc-Coated Steel Sheet: ASTM A526, 0.20% copper, 26 gage (0.0179"); designation G90 hot-dip galvanized, mill phosphatized.
2. Stainless Steel Sheet: Type 302/304, ASTM A167, 28 gage, (0.015"), annealed except dead soft where fully concealed by other work, 2D (dull) finish.
3. Copper Sheet: ASTM B370, 16 oz. (0.0216), temper H00 (cold-rolled).
4. Lead-Coated Copper Sheet: ASTM B101. Type I, Class A (12-15 1 lb. of lead coating per 100 sq. ft.), 17.1 oz. (0.022").
5. Zinc Alloy Sheet: Zinc with 0.6% copper and 0.14% titanium; 0.27" thick (21 gauge); standard (soft) temper, mill finish.

2.2 RELATED MATERIALS

- A. Metal Primer: Zinc chromate type.

- B. Plastic Cement: ASTM D 4586
- C. Sealant: Specified in Section 07900 or on drawings.
- D. Lead: Meets Federal Specification QQ-L-201, Grade B, four pounds per square foot.
- E. Solder: ANSI/ASTM B32; 95/05 type.
- F. Flux: FS O-F-506.
- G. Underlayment: ASTM D2178, No15 asphalt saturated roofing felt.
- H. Slip Sheet: Rosin sized building paper.
- I. Fasteners:
 - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 - 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.
- J. Termination Bars:
 - 1. Shall be aluminum unless otherwise recommended by membrane manufacturers.
 - 2. Material shall be .125" x 1" (minimum) aluminum conforming to ASTM B-221, mill finish. Bar shall have caulk cup as required.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect contact areas of dissimilar metals with heavy asphalt or other approved coating, specifically made to stop electrolytic action.

3.2 GENERAL

- A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction.
- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual I-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.

- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.

3.3 INSPECTION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.
- D. Field measure site conditions prior to fabricating work.

3.4 MANUFACTURED SHEET METAL SYSTEMS

- A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Furnish and install manufactured sheet metal systems in strict accordance with manufacturer's printed instructions.
- C. Provide all factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc.

3.5 SHOP FABRICATED SHEET METAL

- A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- C. Hem exposed edges.
- D. Angle bottom edges of exposed vertical surfaces to form drip.
- E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
- F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4" opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.

- G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air Conditioning Contractor's National Associations, Inc.

END OF SECTION

EXHIBIT B

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

DRAWINGS

EXHIBIT B
DRAWINGS

[The Drawings will be made available at the pre-bid conference and site tour and will subsequently be added to this Exhibit.]

EXHIBIT C

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

PROJECT SCHEDULE

EXHIBIT C
PROJECT SCHEDULE

COMPLETION DATE	Contractor must complete all of the Work and have such Work ready for CRRA's acceptance at the end of ninety (90) days following the issuance of such Notice To Proceed.
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EXHIBIT D

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

**PERFORMANCE SECURITY
(PERFORMANCE BOND FORM)**



AIA[®] Document A312[™] – 1984

Performance Bond

CONTRACTOR (*Name, Legal Status and Address*):

SURETY (*Name, Legal Status and Principal Place of Business*):

OWNER (*Name, Legal Status and Address*):

Connecticut Resources Recovery Authority
100 Constitution Plaza, Hartford, Connecticut 06103

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (*Name and Location*):

Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station
Ellington Transfer Station, Ellington, CT 06029

BOND

Date (*Not earlier than Construction Contract Date*):

Amount: \$

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL

Company: (*Corporate Seal*)

SURETY

Company: (*Corporate Seal*)

Signature: _____

Name and

Title:

(*Any additional signatures appear on the last page*)

Signature: _____

Name and

Title:

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(*Architect, Engineer or other party*):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for AIA[®] Document A312[™] – 1984

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:16:21 on 10/21/2009.

PAGE 1

Connecticut Resources Recovery
Authority
100 Constitution Plaza, Hartford,
Connecticut 06103

...

Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station
Ellington Transfer Station, Ellington, CT 06029

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:16:21 on 10/21/2009 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

NOVEMBER 12, 2009

(Dated)

EXHIBIT E

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

**PAYMENT SECURITY
(PAYMENT BOND FORM)**



AIA[®] Document A312[™] – 1984

Payment Bond

CONTRACTOR (Name, Legal Status and Address):

SURETY (Name, Legal Status and Principal Place of Business):

OWNER (Name, Legal Status and Address):

Connecticut Resources Recovery Authority
100 Constitution Plaza, Hartford, Connecticut 06103

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station
Ellington Transfer Station, Ellington, CT 06029

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for AIA[®] Document A312[™] – 1984

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:24:30 on 10/21/2009.

PAGE 1

Connecticut Resources Recovery
Authority
100 Constitution Plaza, Hartford,
Connecticut 06103

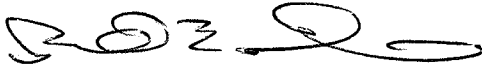
...

Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station
Ellington Transfer Station, Ellington, CT 06029

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:24:30 on 10/21/2009 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

NOVEMBER 12, 2009

(Dated)

EXHIBIT F

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

PREVAILING WAGE BID PACKAGE

Prevailing Wage Bid Package

Last Updated: November 10, 2009

You are here: [DOL Web Site](#) ▶ [Wage and Workplace Standards](#) ▶ [Prevailing Wage Bid Package](#)

- [Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects. \(PDF, 10KB\)](#)
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course \(PDF, 20KB\)](#)
- [Notice For All Mason Contractors \(PDF, 5KB\)](#)
- [CT General Statute 31-55a](#)
- [Contracting Agency Certification Form \(PDF, 89KB\)](#)
- [Contractor's Wage Certification Form \(PDF, 11KB\)](#)
- [Payroll Certification - Public Works Projects](#)
- [Occupational Classification Bulletin](#)
- [Footnotes \(PDF, 31KB\) UPDATED](#)

Published by the Connecticut Department of Labor, Project Management Office

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

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

Statute 31-55a

Last Updated: July 13, 2009

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › [Statute 31-55a](#)

- Special Notice -

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

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

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor'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.

← -- Workplace Laws


Published by the Connecticut Department of Labor, Project Management Office

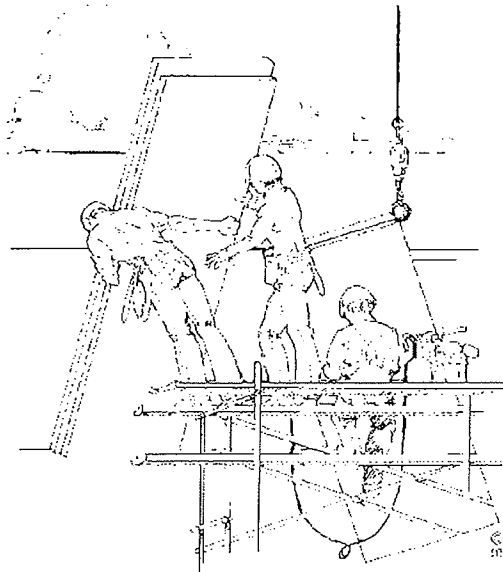
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my 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: _____

Certified Payroll Form WWS - CPI

Last Updated: October 08, 2009

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

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

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

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

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

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

Published by the Connecticut Department of Labor, Project Management Office

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

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

_____ (Signature)	_____ (Title)	_____ Submitted on (Date)
----------------------	------------------	------------------------------

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

_____ (Signature)	_____ (Title)	_____ Submitted on (Date)
----------------------	------------------	------------------------------

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Occupational Classification Bulletin

Last Updated: July 14, 2009

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › [Occupational Classification Bulletin](#)

- [Informational Bulletin \(PDF, 339KB\)](#)

Published by the Connecticut Department of Labor, Project Management Office

Information Bulletin ***Occupational Classifications***

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

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

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

Asbestos Insulator

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

Carpenter

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

Cleaning Laborer

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

Delivery Personnel (Revised)

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

Electrician

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

Fork Lift Operator

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

Glaziers

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

Ironworkers

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

Insulator

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

Lead Paint Removal

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

Roofers


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

Sheet Metal Worker

- 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.

Truck Drivers

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

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

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 (including caulking),
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.

Bricklayer (Residential- Fairfield County)

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

Electricians

Fairfield County: West of the Five Mile River in Norwalk

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

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, 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.

EXHIBIT G

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

SCHEDULE OF PREVAILING WAGES

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

**Minimum Rates and Classifications
for Building Construction**

B 12943

**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 10/OP/005

Project Town Ellington

State#:

FAP#

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

CLASSIFICATION

Hourly Rate

Benefits

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings - Last updated 9/1/08

34.21

19.81

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**

2) Boilermaker

33.79

34% + 8.96

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.18	20.44 + a
3b) Tile Setter	30.78	16.98
3c) Terrazzo Workers, Marble Setters - Last updated 10/1/08	30.91	19.12
3d) Tile, Marble & Terrazzo Finishers	24.90	14.78
3e) Plasterer	32.18	20.44

-----LABORERS-----

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

4) Group 1: Laborers (common or general), carpenter tenders, wrecking laborers, fire watchers.	24.25	14.45
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	24.50	14.45
4b) Group 3: Jackhammer operators, mason tender (brick) and mason tender (cement/concrete)	24.75	14.45
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections)[If using this classification call the Labor Department for clarification] Last updated 4/8/09	25.25	14.45
4d) Group 5: Air track operators, Sand blasters - Last updated 4/8/09	25.00	14.45
4e) Group 6: Nuclear toxic waste removers, blasters - Last updated 4/8/09	27.25	14.45

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped) - Last updated 4/5/09	25.25	14.45
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	24.75	14.45
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	24.25	14.45
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	29.00	17.80
5a) Millwrights	29.75	17.80
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	35.40	19.51

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	42.34	18.285+a+b
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-----LINE CONSTRUCTION-----

Groundman	22.67	6.50% + 6.20
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Linemen/Cable Splicer	41.22	6.5% + 12.20
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8) Glazier (Trade License required: FG-1,2)	31.73	14.55 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	32.75	25.08 + a
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As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

---OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	34.05	17.75 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	33.73	17.75 + a
Group 3: Excavator, Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.).	32.99	17.75 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	32.60	17.75 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	32.01	17.75 + a

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Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	32.01	17.75 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	31.70	17.75 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	31.36	17.75 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	30.96	17.75 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	30.53	17.75 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	28.49	17.75 + a

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Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	28.49	17.75 + a
Group 12: Wellpoint operator.	28.43	17.75 + a
Group 13: Compressor battery operator.	27.85	17.75 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	26.71	17.75 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	26.30	17.75 + a
Group 16: Maintenance Engineer/Oiler.	25.65	17.75 + a

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	29.96	17.75 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	27.54	17.75 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush, Roller	28.17	14.55
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10b) Taper/Drywall Finisher	28.92	14.55
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10c) Paperhanger	28.67	14.55
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As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

10e) Spray	31.17	14.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	36.32	21.26
12) Post Digger, Well Digger, Pile Testing Machine	32.01	17.75 + a
13) Roofer (composition)	31.10	14.46
14) Roofer (slate & tile)	31.60	14.46
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	31.57	25.92

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	36.32	21.26
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-----TRUCK DRIVERS-----

17a) 2 Axle	26.98	13.48 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.08	13.48 + a
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17c) 3 Axle Ready Mix	27.13	13.48 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	27.18	13.48 + a
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Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

17e) 4 Axle Ready Mix	27.23	13.48 + a
17f) Heavy Duty Trailer (40 Tons and Over)	27.43	13.48 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	27.23	13.48 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.30	17.25 + a

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

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

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.

As of: Monday, November 09, 2009

Project: Standing Seam Metal Roof Retro Fit Project At The Ellington Transfer Station

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, November 09, 2009

EXHIBIT H

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT I

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

AFFIDAVIT CONCERNING NONDISCRIMINATION

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The successful bidder's Affidavit Concerning Nondiscrimination that was submitted with the successful bidder's bid will be added by CRRA.]

EXHIBIT J

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The successful bidder's Contractor's Certification Concerning Gifts that was submitted with the successful bidder's Notice Of Award will be added by CRRA.]

EXHIBIT K

To

**AGREEMENT FOR THE STANDING SEAM METAL ROOF
RETRO-FIT PROJECT AT THE ELLINGTON TRANSFER
STATION**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**STANDING SEAM METAL ROOF RETRO-FIT PROJECT
AT THE ELLINGTON TRANSFER STATION**

Awarded To

[NAME OF CONTRACTOR/CONSULTANT]

(This CERTIFICATION is to be signed by the President of CRRA
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for the Standing Seam Metal Roof Retro-Fit Project at the Ellington Transfer Station" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 20 **10**

Notary Public/Commissioner of the Superior Court