

Company Name - _____
(Fill in if responding off-line)

REQUEST FOR RESPONSE

PROJECT #4411

Department of Public Works Contract No: F07 -14



**SWIMMING POOL REPAIRS AND OTHER ALTERATIONS AT POPE,
GOODWIN, KENEY AND COLT PARKS**

DEADLINE: 2:00 PM., MARCH 5, 2009

Bruce Buff
Principal Administrative Analyst

THIS IS ADDENDUM NO. 1 TO RFP 4411: SWIMMING POOL REPAIRS

In Section 2 Special Provisions and Technical Specifications, Section 09901, Paragraph 3.05 Warranty is changed to read as follows:

A. Painting Contractor shall warranty paint and application against blistering, peeling and other types of failure for one year from date of Substantial Completion.

INVITATION TO RESPOND

PROJECT NUMBER:	4411
CONTRACT NUMBER	F07-14
DEADLINE :	2:00 PM, BIDDATE
BID TITLE :	SWIMMING POOL REPAIRS AND OTHER ALTERATIONS AT FOUR CITY PARKS
SITE LOCATION:	POPE, GOODWIN, KENEY AND COLT PARKS, HARTFORD, CONNECTICUT

The City of Hartford is soliciting proposals for Swimming Pool Repairs and other Alterations at Four City Parks.

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

BID INFORMATION (if not attached) is available upon receipt of this invitation over the Internet at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Drawings associated with this bid may be contained in a "zip" file and available through the State website at no charge. Hard copies may also be purchased from Merritt Graphics. Go to <http://www.merrittgraphics.com/>, click on the PlanWell link, select "Public PlanRoom", then select this project. Fees to purchase sets are non-refundable and will be posted on the site.

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

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

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

A PRE-BID Conference will be held on February 25, 2009 at 10:00 A.M at the Keney Park Pool location. All prospective Bidders are requested to meet in the park at the Pool House lobby. The City will provide all bidders access to view the other three pool locations. Further access to the site can be arranged through Jose Caraballo, 860.547.1426 x 7417. Bidding Contractors are expected to either attend the pre-bid conference or make other arrangements to review the project site.

Bidders will be required to provide:

- **10%** bid bond, cashier's or certified check with your response (see Standard Instructions sect. 6). NOTE: The City of Hartford is now providing contractors with the option of submitting an electronic Bid Bond through the Surety2000 website.

Invitation To Respond

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

- Performance, and payment bonds for 100% of the project upon award if the contract value exceeds \$50,000.00 (see Standard Instructions sect. 16).
- Copies of current Federal, State and City certifications as applicable.

SPECIAL NOTES:

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

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

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

Sincerely,

Bruce Buff
Principal Administrative Analyst
buffb001@hartfordschools.org

SOLICITATION SUMMARY SHEET

RFR NUMBER:	4411
CONTRACT NUMBER	FF07-14
BID TITLE :	SWIMMING POOL REPAIRS AND OTHER ALTERATIONS AT FOUR CITY PARKS

ESTIMATED CONSTRUCTION COST RANGE: \$____,____,____ to \$____,____,____

CONTRACT TYPE: OPEN COMPETITIVE WITH SMALL BUSINESS % GOAL
 SMALL MINORITY BUSINESS ENTERPRISE SET ASIDE
 SMALL CONTRACTOR SET ASIDE

STATE OF CONNECTICUT PREQUALIFICATION REQUIRED: YES NO

PERCENTAGE OF MBE/WBE PARTICIPATION REQUIRED: 15%

FEDERAL WAGE RATE REQUIREMENTS: YES NO

STATE WAGE RATE REQUIREMENTS: YES NO

HARTFORD BASED BIDDER ADVANTAGE: APPLICABLE NON-APPLICABLE

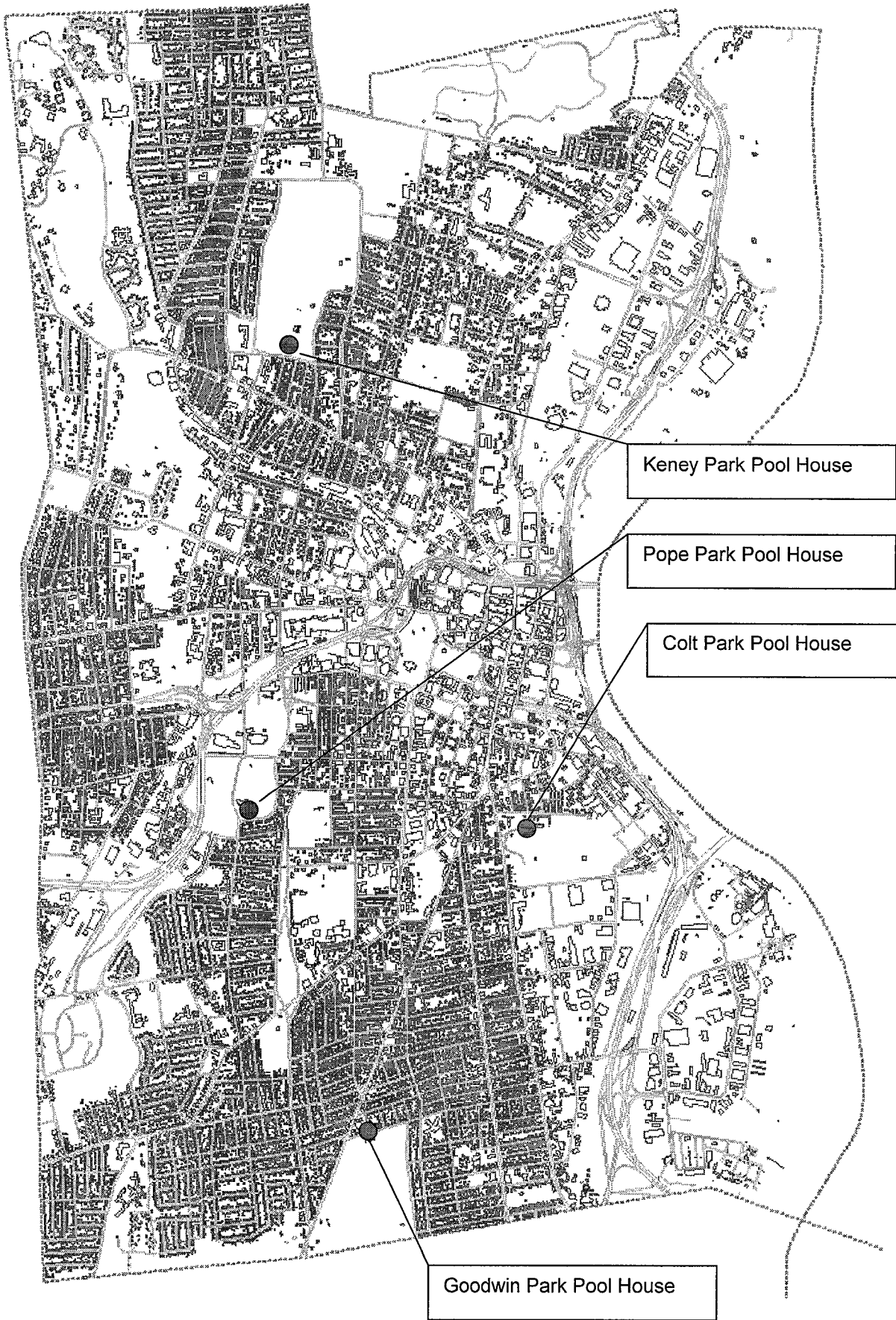
PLANS AVAILABLE AS PART OF BID DOCUMENTS: YES NO

SPECIAL INSURANCE REQUIREMENTS: YES NO

CALENDAR DAYS ALLOWED FOR CONTRACT WORK: See Spec Section 01010

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

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



Invitation To Respond

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Revision 110408

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Sample General and Supplementary Conditions, included in this document by reference is available at: http://www.hartford.gov/purchasing/Documents.htm Document titled: General Conditions of the Contract_AIA A201 Rev. 2007	
Sample Performance Bond, included in this document by reference is available at: http://www.hartford.gov/purchasing/Documents.htm Document titled: Sample Performance Bond_AIA A312 – Rev 1984	

Sample Forms available at	
http://www.hartford.gov/purchasing/Documents.htm	
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END OF SECTION

SECTION 1.0

RESPONSE FORMS

Responses are to be delivered to:

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

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

Response Check List

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

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

Bidder's EEO Status and Report

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

Response Summaries:

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

1.1 RESPONSE SIGNATURE FORM

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

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

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

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

Delivery / Initiate Services:		Calendar days after receipt of contract.	
Bid Security provided by	For electronic bonds enter bond number otherwise check the appropriate box	Electronic Bond #	<input type="checkbox"/> Bond (hard copy) <input type="checkbox"/> Certified Check
EEO Certification Status (check one) See section 3.10		<input type="checkbox"/> Current and on file	<input type="checkbox"/> EEO form attached
DAS Prequalified Contractor? (non highway construction projects >\$500,000 see: http://www.das.state.ct.us/)		<input type="checkbox"/> Certificate attached	<input type="checkbox"/> Update Statement attached
Insurance Agent Name -		Tel.-	
Submitted by -			
Printed name and title			Date

(Authorized Agent of Company)

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

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 RESPONSE PRICING

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

BASE BID and ALTERNATES

BASE BID as shown on the contract drawings and in the specifications	\$
Base Bid in words	

For informational purposes, provide the cost breakdown for all work at each park:

POPE PARK as shown on the contract drawings and in the specifications	\$
--	----

GOODWIN as shown on the contract drawings and in the specifications	\$
--	----

KENEY as shown on the contract drawings and in the specifications	\$
--	----

COLT PARK as shown on the contract drawings and in the specifications	\$
--	----

UNIT PRICES – N/A

1.3 STATEMENT OF QUALIFICATIONS

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

1. Number of years in business - _____ DUNS Number: _____

2. Number of personnel employed Part time - _____, Full time - _____,

3. List six contracts of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

4. DAS CONTRACTOR PREQUALIFICATION	You certify that there has been no substantial change in your financial position or corporate structure since your most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement (attached).	YES	NO
		<input type="checkbox"/>	<input type="checkbox"/>

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	<input type="checkbox"/> general partnership
	<input type="checkbox"/> limited partnership
	<input type="checkbox"/> limited liability corporation
	<input type="checkbox"/> limited liability partnership,
	<input type="checkbox"/> corporation doing business under a trade name
	<input type="checkbox"/> individual doing business under a trade name
	<input type="checkbox"/> other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled SEE SECTION 3.17	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? If a license is not required for the services being provided have you filed with the Connecticut Secretary of State?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

7. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form</u> :			
Business Name	.		
Address	.		
City	.	State.	Zip .
Name of Agent	.		

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

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

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

All information should be supported with appropriate audited financials.

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

9. Taxpayer's Identification Number:

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

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

1.4 SUBCONTRACTOR INFORMATION

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

The information provided below applies to: (Check one box as appropriate)

Base Bid
<input type="checkbox"/>

1.4 SUBCONTRACTOR INFORMATION

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

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

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

Trade or Nature of Work	Business Name and Address	SBE / DBE? √	% of Base Bid	Subcontract \$ Value
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
TOTAL SUBCONTRACT VALUE				
TOTAL W/MBE SUBCONTRACT VALUE				

Subcontract % to total project %

W/MBE Subcontract % to total project %

Additional information may be requested subsequent to your responding to this bid request.

1.5. Bidder's EEO Status and Report

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

SECTION 2
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Specific definitions related to terminology of this section include, but are not limited to, the following:

- (1) Work: refers to the General Conditions.
- (2) Project: Refers to the General Conditions; the "Work" of the contract documents is only a portion of the overall "Project" work, as further described in this section and elsewhere in the contract documents.
- (3) Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled" and "specified" have the same meaning as "indicated" and are used to assist the reader in locating particular information.
- (4) Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Architect/Engineer" unless otherwise indicated.
- (5) Approved by Architect/Engineer: In no case releases the Contractor from responsibility to fulfill requirements of the contract documents.
- (6) Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.
- (7) Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation and similar subsequent requirements.
- (8) Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimensions, finishing, curing, protecting, cleaning and similar requirements.
- (9) Provide: Furnish and install, complete and ready for intended use.

- (10) Installer Entity (firm or person) engaged to install work by Contractor or subcontractor. Installers are required to be skilled in the work they are engaged to install.
- (11) Overlapping/Conflicting Requirements: Most stringent applies and will be enforced, unless more detailed language written directly into the contract documents clearly indicates that a less stringent requirement is acceptable. Refer uncertainties to Architect/Engineer for decision before proceeding.
- (12) Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimum within reasonable limits.
- (13) Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Architect/Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.

B. Project/Work Identification: The name of the project is:

Swimming Pool Repairs and other Alterations at four City Parks
Hartford, CT

C. Summary Reference: The work can be summarized by reference to the requirements of the various contract documents, which in turn make reference to the requirements of other applicable provisions which control or influence the work; and these references can be summarized but not necessarily limited to:

- (1) Executed Owner-Contractor Agreement not bound herewith.
- (2) General and Supplementary General Conditions which are bound herewith.
- (3) Drawings which are listed on a "List of Drawings" and bound herewith.
- (4) Specification Sections which are bound herewith.
- (5) Addenda and Modifications to the Contract Documents which have been either bound herewith or distributed by transmittal subsequent to the binding hereof.

- (6) Governing Regulations which have a bearing on the performance of the work; copies can be obtained from or reviewed at the local, State or Federal Agency responsible for the regulation in each case.
- (7) Submittals, copies of which are retained by the Contractor at the site.
- (8) Miscellaneous elements of information having a bearing on the performance of the work, such as weather forecasts and reports of general trade union negotiations; copies must be obtained by the Contractor through normal channels of information.

D. Written Summary: Briefly and without effect on the requirements of the contract documents, the project and the work of the Contract can be described in summary as follows: Crack repair, joint sealing, preparation and painting of six swimming pools one each at Pope and Goodwin Parks and two each at Keney and Colt Parks; electrical work at Keney Park.

1.04 INTENT

- A. It is the intent of the specifications and drawings to call for finished work, ready for use. Except where otherwise stated in these specifications or on the plans, all materials, equipment, and apparatus shall be new and of first-class quality.
- B. Any apparatus, material, or work not shown on drawings, but mentioned in the specifications, or visa versa, or any incidental accessories, or minor details not shown, but necessary to make the work complete in all respects, even if not particularly specified, shall be provided by the Contractor without additional expense to the Owner.
- C. The locations of all items shown on the drawings or called for in the specifications that are not definitely fixed by dimensions are approximate only. The exact locations necessary to secure the best conditions and results must be determined at the project and shall have the approval of the Architect before being installed. Do not scale drawings.
- D. Contractor must examine conditions at the project site and be thoroughly familiar with the scope of the work and the circumstances under which renovation will occur. No extra compensation will be permitted because of differences between actual measurements and the conditions and information indicated on the drawings.

1.05 LAWS, ORDINANCES, PERMITS AND FEES

- A. Fees for all permits which are issued by the City of Hartford Public Works and/or Licenses and Inspections are waived except for the fee to be paid to Licenses and Inspections for the State Educational Fee of \$0.18 per \$1,000.00.
- B. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings, (in addition to contract drawings and documents) in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on drawings and/or specified.
- C. All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters, with all requirements of Local Utility companies, with the recommendations of Fire Insurance Rating organization having jurisdiction, and with requirements of all governmental departments having jurisdiction.

1.06 SCHEDULE

- A. The work indicated on the Contract Documents is to be completed by May 29, 2009.

1.07 CONSTRUCTION SIGN

- A. The Contractor shall erect a Project Sign within the Limits of work and located so as not to require relocation during construction at each of the four sites (total of 4 signs). Proposed locations and text and face of sign shall be approved by the Owner's Representative. Contractor shall submit a Shop Drawing illustrating scaled image of sign face for approval by Owner's Representative. Sign shall be 6' x 4' and shall include:
 - 1. City of Hartford Seal
 - 2. Project Name
 - 3. Mayor's Name
 - 4. Architect:
 - 5. Contractor
- B. The sign shall remain on-site until Project Closeout and shall be removed at the completion of the project.

END 01010

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.
- B. Each bidder is to include as part of his Base Bid the allowance listed below.
- C. Work under the Contingency Allowance will be only as authorized and directed by the Owner.

1.02 CONTINGENCY ALLOWANCE

- A. This Contingency Allowance will provide for Owner's elective changes in the work and this amount is not to be considered for use within the scope of work described by the Contract Documents.
- B. Money in this Allowance will be used only on issuance of a letter of authorization from the Owner.
- C. At the closeout of this Contract, monies remaining in this allowance will be credited to the Owner by a change order.
- D. The contingency allowance for this project shall be in the amount of Twenty-Five Thousand Dollars (\$25,000).

END 01020

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the contract and General Requirements apply to the work of this section.

1.02 GENERAL

- A. Cutting and patching includes cutting into existing construction to provide for installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- B. Work can also include provisions for openings in new and existing construction required for plumbing, sprinklers, heating and air conditioning, ventilating and electrical work, which shall be provided by each trade contractor in accordance with information furnished.
- C. Before cutting existing surfaces, examine surface to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

1.03 QUALITY ASSURANCE

- A. Do not cut and patch structural work in a manner resulting in a reduction of load-carrying capacity, load/deflection ratio, or in a manner that results in decreasing performance, shortens useful life, results in increased maintenance, or creates an unsafe condition. Consult Architect prior to any structural alterations not shown.
- B. Cut work using methods that are least likely to damage work to be retained or adjoining work. Use hand power tools designed for sawing or grinding, and not hammering or chopping. Cut through concrete or masonry using a saw or core drill. Cut openings to the size required. Do not cut work in a manner that results in noticeable reduction of aesthetic qualities. All edges shall be cut in square, neat and clean. Provide dust, weather and intrusion protection for that part of the work that may be exposed during cutting and patching and cover openings when not in use. Provide temporary support for work to be cut.
- C. Materials used for patching should be identical to existing materials. If identical materials are not available or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for

patching that will result in an equal or better performance.

- D. Restore exposed finishes of patched areas and, where necessary, extend finish restoration into remaining adjoining work in a manner which will eliminate evidence of patching and refinishing; repaint surfaces, and not less than entire plane surface involved.
- E. The Contractor shall be responsible for all necessary cutting and patching (and attendant finishing) and shall provide all chases, of all work including plumbing, mechanical, electrical and other equipment work. Sleeves shall be furnished by the respective subcontractors whose trades are involved. Plumbing, mechanical, electrical contractors etc., shall furnish the Contractor with exact location and size of all holes and openings required and, should this information be untimely or in error, the cost of the resulting cutting and patching shall be borne by the party providing the information.
- F. The Architect will be the interpreter of aesthetic and similar qualities and cutting and patching shall not be done in a manner that results in a noticeable reduction in these qualities.
- G. Openings for ducts, pipe and other penetrations shall be cut or formed smooth and regular so as to provide a one-inch space around the installed penetration or that necessary for UL assembly component. The space between the penetration and the opening shall be fire stopped per UL and other applicable code requirements.
- H. Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

END 01045

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the contract and General Requirements apply to the work of this section.

1.02 STANDARDS AND REGULATIONS

- A. Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copied directly into contract document or bound therewith. Standards referenced in contract documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of the date of contract documents, unless otherwise indicated.
- B. Trade Union Jurisdiction: Maintain current information of jurisdictional matters, regulations, actions and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of disputes, conflicts, delays, claims or losses.

1.03 PRODUCTS, MATERIALS AND EQUIPMENT

- A. General Limitations: Where possible, provide entire required quantity of each generic product, material or equipment from a single source; and where not possible to do so, match separate procurements as closely as possible. In selection process provide compatible products, materials and equipment. In complying with requirements provide standard products which have been used previously and successfully in similar applications, and which are recommended by the manufacturer for the application indicated.
- B. Product selection: Comply with the following for selection of products, materials and equipment.
 - (1) Single Product Named: Provide only that product, unless determined to be unavailable, non-compatible with the work, or non-complying with requirements or governing regulations.
 - (2) Two or More Products Named: Selection from named products is Contractor's option, provided selection complies with requirements.

- (3) Compliance with Standards: Selection of product which complies with requirements, including applicable standards, is Contractor's option.

Performance Requirements: Selection of product which has been tested to show compliance with requirements, including indicated performances, is Contractor's option.

- (5) Prescriptive Requirements: Selection of product which have been certified by manufacturer to comply with requirements, including prescriptive requirements, is Contractor's option.
- (6) Visual Requirements: Where indicated to be selected from manufacturer's standard options, selection will be made by Architect/Engineer, subsequent to selection of manufacturer by Contractor. Where indicated to be selected from among standard options available within industry, selection will be made by Architect/Engineer prior to Contractor's selection of manufacturer.

- C. Nameplates: Where indicated or needed for operation and maintenance, provide permanent nameplates on equipment, located in conspicuous places, and containing suitable information and operational data. Otherwise, do not allow manufacturer's trademarks or similar labels or nameplates to be placed on product in locations where exposed to view after installation.
- D. Installation shall comply with manufacturer's instructions and recommendations. Anchor securely in place, accurately located and aligned with other work. Clean and protect to ensure that products, materials and equipment will be free from damage and deterioration at time of acceptance.

1.04 SUBSTITUTIONS

- A. Conditions: Requests by Contractor will be considered when reasonable, timely, fully documented and qualifying under one or more of the following circumstances:
- (1) Required product cannot be supplied in time for compliance with Contract time requirements.
- (2) Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be property coordinated, warranted or insured, or has other recognized disability as certified by Contractor.
- (3) Substantial advantage is offered Owner after deducting offsetting disadvantages

including delays, additional compensation to Architect/Engineer for redesign, investigation, evaluation and other necessary services and similar considerations.

- B. Submittals: Include full documentation, including product data, samples where appropriate, detailed performance comparisons and evaluation, testing laboratory reports where applicable, coordination information for effect on other work and time schedule, cost information for proposed change order, Contractor's general certification of recommended substitution, and similar information germane to circumstance.
- C. Change Order: Approval of substitution is possible only by change order procedure.

END 01060

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 SUBMITTALS

- A. In addition to categories of shop drawings, product data, and samples as defined in the General Conditions, a category of miscellaneous submittals is required, including warranties, workmanship bonds, photographs, surveys, field records, inspection/test reports and closeout submittals.

1.03 PROCEDURAL REQUIREMENTS

- A. Coordinate submittals with progress schedule and actual progress of work; allow two weeks for Architect's/Engineer's initial processing of submittals requiring review and approval. Use special transmittal form to establish complete records of submittals. Provide copies required by governing authorities, which are in addition to copies specified for submittal to Architect/Engineer.
- B. Copies of Shop Drawings: Initially submit one blue/black line print and one correctable transparency; transparency will be returned. After approval submit 3 prints, except 5 if drawing is required in maintenance manuals; 2 will be retained and remainder will be returned; maintain one as a mark-up copy for record drawings. Print approved transparency for job use and distribution.
- C. Copies of Product Data: Mark each copy to indicate actual product to be provided; show selections from among options in manufacturer's printed product data. Except as otherwise indicated, submittal is strictly for information and record (not for Architect's/Engineer's approval). Submit 2 copies; plus submit 2 additional copies which will be returned where required for maintenance manuals; maintain an additional copy at the project site for reference purposes. Do not proceed with installation of manufactured products until a copy of related product data is in the Installer's possession.
- D. Sets of Samples: Submit 3 sets; one set will be returned. Provide 3 or more samples of each set where variation in color, pattern or texture are observable; show average conditions of variations. Submit full documentation with each set. Except as otherwise indicated, sample submittals are for Architect's/Engineer's observation of color, texture, pattern and "kind", as applicable. Maintain returned set at project site, for purposes of

quality control comparisons.

1.04 COPIES OF MISCELLANEOUS SUBMITTALS

A. Except as otherwise indicated, provide copies as follows:

Special Project Warranties: 2 executed copies, plus conformed copies as required in maintenance manuals.

Specified Product Warranties; 2 executed copies, plus conformed copies as required in maintenance manuals.

Coincidental Product Warranties: Single copy, plus copies as required for maintenance manuals.

Inspection/Test Reports and Certificates: Where not processed as shop drawings or product data, provide 2 copies plus copies required for maintenance manuals.

Field Reports: 4 copies, including one copy which will be returned for inclusion in submittal of record documentation.

Maintenance Manuals: 3 bound copies.

Record Drawings: Original maintained mark-up prints, plus 2 photographic copies which may, at Contractor's option, be reduced to not less than half size (50% reduction of width and length).

Miscellaneous Record Documentation: Original maintained mark-up copy.

1.05 ARCHITECT'S/ENGINEER'S ACTION

A. Refer to Conditions of the Contract for indication and definition of action by Architect/Engineer upon receipt of submittals from Contractor. Submittals from other sources will be returned without action.

END 01300

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 ADMINISTRATION AND SUPERVISION

- A. Provide full-time project superintendent to control and oversee all aspects of the work.
- B. Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and Owner.
- C. Project Meetings - Attend general progress and coordination meetings as required by Architect and Owner but at least once each month, attended by a representative of each primary entity engaged for performance of work. Schedule meetings to coordinate with preparation of payment request.

1.03 PROGRESS SCHEDULE AND REPORTS

- A. Within seven days of date established for start of work, submit a bar-chart type progress schedule indicating a time bar for each significant category or unit of work to be performed at the site. Arrange schedule to indicate required sequencing of units, and to show time allowances for inspections and similar time margins.
- B. Follow initial revision of schedule after Architect/Engineer's review, print and distribute schedule to entities involved, including three copies to Architect/Engineer. Post in temporary office space, revise at intervals matching payment requests, and redistribute/-repost.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Receive, store and handle products, materials and equipment in a manner which will prevent loss, deterioration and damage. Schedule deliveries to minimize long-term storage at project site.

1.05 WARRANTIES (GUARANTEES)

- A. Categories of warranties required for the work include:
 - (1) Special project warranty(guarantee), issued by Contractor and, where required, counter-signed by Installer or other recognized entity involved in performance of

the work.

- (2) Specified product warranty, issued by a manufacturer or fabricator, for compliance with requirements in contract documents.
 - (3) Coincidental product warranty, available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirements (non-specified warranty). Refer to sections of Division 2 through 16 for requirements of specified warranties.
- B. Warranty Obligations: Restore or remove and replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty. Restore or remove and replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work. Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damages to property other than work of the Contract, (e.g., building contents). Cost of restoration or removal and replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
- (1) Reinstatement of Warranty: Upon restoration or removal and replacement of warranted work which has failed, reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original warranty, but for not less than half of the original warranty period.
- C. Owner's Recourse: Warranties and warranty periods do not diminish implied warranties, and do not deprive Owner of actions, rights and remedies otherwise available for Contractor's failure to fulfill requirements of the contract documents. Owner reserves right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of the contract documents.

1.06 INSPECTION AND TESTING

- A. Provide required inspection and testing services specified to be by independent agencies, where not indicated specifically as Owner's responsibility (this provision supplements General Conditions). Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies including taking and delivery of samples, patching work etc. Submit reports promptly, and report significant observations to the Architect/Engineer as soon as possible.
- B. Installer Inspections: Require Installer of each major unit of work to inspect substrate and conditions for installation and to report, in writing, any unsatisfactory condi-

tions. Correct unsatisfactory conditions before proceeding. Inspect each product immediately before installation, and do not install damaged or defective products, materials or equipment.

1.07 PREPARATION FOR INSTALLATION

- A. Pre-Installation Conference: Prior to starting installation of each major component of the work, hold a pre- installation conference, attended by each entity involved or affected by planned installation. Include technical representatives of product manufacturers and others recognized as expert or otherwise capable of influencing success of the installation. Review significant aspects of requirements for the work. Record discussions and distribute as plan of action.

1.08 INSTALLATION, GENERAL

- A. Comply with manufacturer's instructions and recommendations to extent printed information is more detailed or stringent than requirements contained directly in contract documents.
- B. Timing: Install work during time and under conditions which will ensure best possible results, coordinated with required inspection and testing.
- C. Anchor work securely in place, properly located by measured line and level, organized for best possible uniformity, visual effect durability and similar benefit to the Owner's use. Isolate non-compatible materials from contact sufficiently to prevent deterioration.
- D. Mount individual units of work at industrial-recognized mounting heights, or State provisions for the handicapped.
- E. The contractor shall ensure that portions of the building under construction are secured at all times against weather and intruders.

1.09 CLEANING AND PROTECTION

- A. Clean each element of work at time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

END 01400

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. This section specifies minimum requirements for temporary facilities, to ensure adequate construction processes including fabrication and installation of work at project site. The providing of adequate temporary facilities is Contractor's responsibility, and is not limited to minimums established by these requirements. Use of alternative temporary facilities equivalent to those specified is Contractor's option, subject to Architect's acceptance. Temporary construction facilities exclude tools and self-contained construction machines and equipment, which are recognized to be required but not specified in this section.
- B. The types of temporary construction facilities which may be required for the project include:
 - Construction fencing
 - Temporary enclosures
 - Temporary safety barricades and signs
 - Construction aids and miscellaneous facilities
 - Temporary sanitary facilities

1.03 QUALITY ASSURANCE

- A. Comply with governing regulations for installation and use of temporary construction facilities, including health and safety regulations; for use of water and energy, and for control of dust, air pollution, noise and similar nuisances.
- B. Comply with NFPA Code 241 "Building Construction and Demolition Operations", and with ANSI-Series standards "Safety Requirements for Construction and Demolition".

1.04 SUBMITTALS

- A. Submit copies of whatever reports of inspections, tests, gage readings and similar data and copies of permits and certificates for the operation of temporary construction facilities.

1.05 JOB CONDITIONS

- A. Contractors requiring a separate field office may locate one on the site as directed and remove and relocate it as directed.
- B. The Contractor shall pay all expenses of the following:
 - Telephones for contractor's use
 - Sanitary disposal

PART TWO - PRODUCTS

2.01 MATERIALS OF TEMPORARY FACILITIES

- A. Provide materials and equipment which comply with appropriate standards which are suitable for intended use in each case, and capable of being properly maintained.
- B. Tarpaulins: Waterproof and fire-retardant type, L labeled with flame spread rating of 15 or less. Provide translucent type for temporary enclosure where work is being or will be performed to admit maximum daylight.
- C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.
- D. Electric Power Cords: Use only grounded extension cords; "hard-service" type. Keep away from traffic areas.
- E. Lamps and Light Fixtures: Provide general service type lamps required for adequate illumination. Protect lamps where exposed to breakage by construction operations. Provide exterior type fixtures where exposed to weather or moisture.
- F. Sanitary Facilities for Workmen: Provide and maintain chemical self-contained temporary toilet accommodations on the premises. Toilets shall be enclosed and weatherproof and kept in a sanitary condition at all times.

PART THREE - EXECUTION

3.01 GENERAL

- A. Locate facilities where they will serve the total project construction work adequately and result in minimum interference with performance of work.
- B. Maintain site, excavations and construction free of ice and water.
- C. Weather Protection: Provide protection against the weather as to maintain all work, materials, apparatus, and fixtures free from injury or damages. At the end of the day's work, all new work likely to be damaged shall be covered or otherwise protected as required. Wet work shall not be performed when temperature is below 40 degrees F. within the ensuing 48 hours, except when sufficient protective heat is provided and the Architect's approval in writing, is obtained.
- D. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, Contractor shall cease work and shall so notify the Architect. Open fires are not permitted within the building enclosure or on the site for any reason.

3.02 CONSTRUCTION AIDS AND MISCELLANEOUS FACILITIES

- A. This category of temporary construction facilities includes scaffolding, ramps, runways, staging, temporary stairs, ladders, sheeting, shoring, cross-lot bracing, bridges, guard rails, barriers, closures, demolition waste chutes, platforms, swing stages and temporary partitions and other similar apparatus. Design, construction and maintenance of these facilities is the responsibility of Contractor. Provide facilities as needed to accommodate performance of entire work of project.

3.04 OPERATIONS AND TERMINATIONS

- A. Enforce strict discipline in use of temporary facilities. Limit availability of facilities to essential uses, so as to minimize waste and abuses.
- B. Maintain Operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour-per-day basis where required to achieve indicated results in the work and avoid possibility of damage to the work and temporary facilities.
- C. When need has ended for each temporary construction facility, promptly remove unless

requested by Architect to be retained. Restore work which may have been affected by temporary facility, repair damaged work, clean exposed surfaces and replace work which can not be restored. Materials and equipment of temporary facilities remains the property of the Contractor.

END 01500

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 DEFINITIONS

- A. The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover insurances. Specific requirements in other sections have precedence over general requirements of this section.

1.03 RECORD DOCUMENTATION

- A. Record Drawings: maintain a complete set of blue/black line prints of contract drawings and shop drawings for record mark-up purposes throughout the contract time. Mark-up drawings during the course of the work to show actual changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work which will be concealed and difficult to measure and record at a later date, particularly work which may require servicing or replacement during the life of the building. Require entities marking the prints to sign and date each mark-up. Bind prints into manageable sets, with durable paper covers, appropriately labeled.
- B. Maintenance Manuals: Provide 3-ring vinyl-covered binders containing required maintenance manuals, properly identified and indexed. Include operating and maintenance instructions, extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security and similar appropriate data for each system or equipment item.

1.04 CLOSEOUT REQUIREMENTS

- A. Final Cleaning: At closeout time, clean or reclean entire work to normal level for "first-class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, polish glass inside and out, clean exposed finishes, touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police grounds and perform similar clean-up operations needed to produce a "clean" condition as judged by Architect/Engineer.

1.05 PROCEDURES FOR SUBSTANTIAL COMPLETION

- A. Prerequisites: Comply with General Conditions and complete the following before requesting Architect/Engineer's inspection of the work, or designated portion thereof, for substantial completion:
- (1) Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's restricted occupancy and use.
 - (2) Submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items.
 - (3) Complete instruction of Owner's operating personnel and start-up systems.
 - (4) Complete final cleaning and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate, and repeat inspection when requested and assured that work has been substantially completed. Results of complete inspection will form initial "punch-list" for final acceptance.

1.06 PROCEDURES AT FINAL ACCEPTANCE

- A. Reinspection procedure: Upon receipt of Contractor's notice that work has been completed, including punch list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will reinspect work. Upon completion of reinspection Architect/Engineer will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

1.07 CONTINUING INSPECTIONS

- A. Except as otherwise required by specific warranties, agreements to maintain, workmanship/maintenance bonds, and similar continuing commitments, comply with Owner's requests to participate in inspections at end of each time period of such continuing commitments. Participate in general inspection of the work approximately one year beyond date of substantial completion.

END 01700

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 DESCRIPTION OF WORK

- A. Provide all labor, materials, necessary equipment, and services as required to complete the concrete repair work as shown on the drawings and as specified herein.
- B. Work of this section includes, but is not limited to the following:
Repairing concrete surfaces of pools.

PART TWO - PRODUCTS

2.01 MATERIALS

- A. Materials shall be equal to "SikaTop 122 Plus". Two component, polymer modified, cementitious, trowel grade mortar plus "Armatec 2000" migrating corrosion inhibitor.
- B. Materials shall comply with ASTM C-496, C-882, C-109 specifications.
- C. Compressive strength at 28 days shall be 7,000 psi.

PART THREE - EXECUTION

3.01 PREPARATION

- A. Saw cut spalled areas to produce a clean, straight edge for patched area.
- B. Depth of patch to be 1/8" minimum, 1" maximum.
- C. Remove all loose concrete and any bond inhibiting substances.

3.02 MIXING

- A. Mix two component material following manufacturer's instructions.

3.03 APPLICATION AND FINISH

- A. Follow manufacturer's instructions exactly.

END 03920

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. The Conditions of the Contract and General Requirements apply to the work of this section.

1.02 GENERAL REQUIREMENTS

- A. The existing paint on previously painted surfaces for a pool should be determined for compatibility purposes. If existing surface is unknown, a sample should be submitted for testing to determine the type of existing surface.
- B. Newly poured concrete must cure for 28 days prior to painting.

PART TWO - PRODUCTS

2.01 MATERIALS

- A. Type EP Hi Build Epoxy Paint, 9122 – for application to concrete, plaster, gunite or fiberglass surfaces.
- B. Abrasion material used to create a minimum grade sandpaper finish for fiberglass surfaces or previously painted epoxy surfaces:
 - 1. Sandpaper #80 grit, power sander, or wire brush.
- C. Cleaning Products:
 - 1. Tri-sodium phosphate (TSP)
 - 2. Muriatic or sulfamic acid solution
 - 3. Or Ramuc Clean and Prep Solution can be used to clean (TSP) and preparation (Acid wash) the above two steps
 - 4. No larger than 3/8" nap mohair metal, lambskin, phenolic core roller
 - 5. 5 gallon bucket for boxing (intermixing) paint
 - 6. Ramuc Thinner or xylene for cleaning tools and spills.
- D. Condensation test material:
 - 1. Several two foot square transparent pieces of plastic
 - 2. Tape to secure plastic
- E. Joint or crack filler:
 - 1. Hydraulic cement or Durathane polyurethane sealant or any other submersible polyurethane sealant. Do not use silicone-based products, as paint adhesion will be adversely affected. Durathane must be top-coated before submersion. Cure is 5 days

before application.

PART THREE - EXECUTION

3.01 SUREFACE PREPARATION

- A. Plaster, concrete or gunite surfaces should be tested for integrity and soundness. Water blast the surface to remove loose paint and dirt.
- B. Repairs to imperfections such as cracks, chips, or leaks in the pool structure should be repaired before surface cleaning.
- C. Abrade/sand existing epoxy or fiberglass surfaces to achieve a #80 grit profile.
- C. Scrub surface with TSP solution using one cup of TSP to 4 gallons of water. Extra attention given to cleaning the water line area of a pool is essential. TSP should remove fats, oils and algae from the pool surface.
- D. Next apply at 15-20% solution of Muriatic or sulfamic acid. NEVER ADD WATER TO ACID, ALWAYS ADD ACID TO WATER. The acid solution should etch the concrete/plaster surface and remove mineral build-up. Be sure to wear protective goggles, gloves and suitable clothing.
- E. Follow the acid wash immediately with a TSP rinse to re-neutralize the surface.
- F. Clean and Prep Solution may be used in lieu of D through F above.
- G. Allow surface to dry. The average number of days varies regionally and depends upon the porosity of the surface. It is recommended to wait five dry days and then perform a condensation test to determine surface dryness.
 - 1. Condensation test is performed by taping several pieces of plastic on the pool surface. Locate the plastic pieces in the deep end, shallow end, and on the walls of the pool. Wait three hours to determine if condensation has formed underneath the plastic. If condensation has formed on the plastic, remove the plastic and wait 24 hours to perform the test again. Continue with the tests until no condensation forms underneath the plastic. This ensures the surface is dry enough to apply the epoxy paint.
 - 2. Do not apply paint when rain is imminent.

3.02 APPLICATION OF TYPE EP HI BUILD EPOXY

- A. Type EP Hi Build Epoxy is self priming; no other type of primer is recommended or should be used.
- B. Mixing the product:
 - 1. Mechanically mix Part A for approximately 5 minutes.
 - 2. Mechanically mix Part B for approximately 5 minutes
 - 3. Mechanically mix both Part A and Part B together for approximately 15 minutes.
- C. Allow admixture paint to set for 20- 45 minutes (induction time) prior to use at 70deg. F. and 50% relative humidity. At 65 deg. F. the induction time is 60 minutes. Do not use this product at air temperatures below 60 deg. F.
- D. If mixing more than one 2-gallon kit at a time be sure to intermix the kits to ensure color uniformity.
- E. Apply two (2) coats at a minimum 7-12 mils per coat. Check with a wet film gauge to ensure that the minimum wet film thickness of each coat is obtained. Theoretical coverage on a smooth surface will be 75-125 sq. ft. per gallon and 125-200 sq. ft. per gallon on recoats. Actual coverage will vary and is dependent upon the texture and profile of the surface. Dry film thickness of the completed project is to be 8-10 mils. Recoats can be applied between 16-72 hours of the first coat. If the second coat is applied beyond 72 hours of the first coat, the surface will require abrading.

3.03 EPOXY CURE RATES

- A. After the second coat of epoxy is applied, allow the paint to cure:
 - 1. Outdoor cure rates are 5-7 dry days.
 - 2. Indoor cure rates are 10-14 dry days.
 - 3. If rain occurs during any part of the paint process, allow an extra day of cure time for each day of rain.
 - 4. **Do not** cover the pool during the cure time, this will deter proper curing.

3.04 GENERAL GUIDELINES

- A. Ideal temperatures for application are when the surface temperatures are between 50 deg. F. and 90 deg. F.
- B. Do not apply Type EP Hi Build when rain is expected within 72 hours.

3.05 WARRANTY

- A. Painting Contractor shall warranty paint and application against blistering, peeling and other types of failure for five years from date of Substantial Completion.

END 09901

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 110408

Definitions:

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

Candidate or Respondent refers to an individual or company who is considering or has submitted a response to a solicitation. This is also commonly referred to as “bidder.”

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

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

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

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

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

B. Reserve

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

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

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

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

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

For 3.1, C & D:

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

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

E. **The electronic files, from which you printed your hard copy proposal, are to be emailed to**

the buyer identified at the bottom of the Invitation to Respond within one hour **AFTER** the deadline for submitting hard copy responses. Email transmission of these documents is not encrypted and locked so if you transmit this information before the hard copy response deadline it may be viewed prematurely. The City is not responsible for the confidentiality of information transmitted via fax, email or other electronic means.

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

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

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

3.2 CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS. Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing if the accurate price can be derived from the bid response submitted prior to the bid deadline, before or after award, or cancellation of awards of Contracts or Purchase Orders based on such mistakes, shall be permitted with the approval, in writing, of the Procurement Manager.

3.3 QUANTITIES AND/OR USAGES: Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery points may vary. The City reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFR.

3.4 QUESTIONS & ADDENDA: Supplementary information, if issued, will be placed on the State of Connecticut, DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. Candidates are responsible for obtaining all addenda related to this RFR. Candidates are advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

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

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

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

3.5 CRITERIA FOR AWARD: This Request for Response (RFR) does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to accept or reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

3.6 QUALIFICATIONS OF CANDIDATES OFFERING A RESPONSE: The City may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein. Each Candidate agrees to furnish the City any additional information requested.

If this RFR is set-aside for award to a small, minority or women owned business enterprise you must receive certification prior to award. This program is described in Sec. 2-559 of the Hartford Municipal Code and can be found at:

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

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

3.7 THE REQUEST FOR RESPONSE (RFR) PROCESS: Solicitations are advertised as required by law. The City may also send invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Procurement Manager the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

3.8 CONTRACTING: The City reserves the right to require the successful Candidate to execute a contract in a format supplied by the City. The terms and conditions of the contract to be signed upon the award of the RFR will supersede any inconsistent provision of the RFR documents. If the Candidate receiving a full or partial award fails to execute a contract as required, they shall be liable for, and agree to pay, on demand, the difference between the price bid and the price for which such contract is subsequently re-awarded, including the administrative cost of reissuing the contract. These costs will be recovered through the bid bond, if submitted, and any remaining sums due will be paid by the Candidate.

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

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

3.9 CONTRACT DOCUMENTS The Contract documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), this Request for Response (RFR) and its

referenced documents, General and Supplementary Conditions, drawings, any Addenda issued, the Contractor's response to the RFR, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a Minor change in the Work issued by the Design Professional on behalf of the City; the Contract Documents do include other documents such as bidding requirements.

3.10 OBLIGATIONS OF THE CANDIDATE: At the time of the opening of proposals, each Candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project, item or service. A plea of mistake in the accepted response shall not be available to the Candidate for the recovery of the bid surety or as a defense to any action based upon an accepted response.

3.11 REQUIRED FORMS:

a) Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may complete the required forms on-line through Mercury Commerce. Alternatively, you may download forms from: <http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.757.9785, fax 860.722.6486 or email: lmacruz@hartford.gov.

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

b) Taxpayer's Identification Number: Every respondent must provide their Taxpayer Identification Number on the response form. Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City.

3.12 SITE INSPECTION: Information contained in these documents is provided in good faith only that all Candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the Candidate. As information may be approximated or incomplete, Candidates should conduct a thorough inspection or study of existing conditions/equipment. Any discrepancy, or need for clarification must be brought to the attention of the Architect/Engineer prior to the bid opening.

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

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

3.13 PREVAILING WAGES

Pursuant to Section 2-550 of the Hartford Municipal Code, "the wages paid to any mechanic,

laborer or workman employed upon the work herein contracted to be done shall be at a rate of wage customary or prevailing for the same work in the same trade or occupation in the City of Hartford." A report of the most current prevailing wage rates as reported by the United States Department of Labor is provided with the Request for Bid.

3.13.1 Contractor's Wage Certification

Bidders are required to complete and submit with their bid, the "Contractors Wage Certification Form" certifying that they will pay all workmen on the payroll the prevailing wages set forth by the United States Department of Labor.

3.13.2 Weekly Monitoring of Wages

The successful Contractor and its subcontractors shall submit to the City of Hartford, Human Relations Director, on a weekly basis within seven (7) days after the regular payment date of the payroll period, a weekly statement of compliance on the City of Hartford form entitled "Payroll Certification Form" a copy of which is provided herein. Due and timely compliance with this provision by making delivery to the Hartford Human Relations Director, 550 Main Street, Ground Floor, Hartford, CT 06106 shall be a condition precedent to the approval and transmittal of the next and succeeding payments by the City to the contractor under the terms of this agreement.

3.14 RETAINAGE: When progress payments are being made for items being built or designed, the City may retain 5% of the total project cost until such time as a satisfactory guarantee bond, if required, is posted with the City, or other terms for retainage, as may be specified in the contract for this project, are met.

3.15 ACCEPTABLE BRANDS: The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

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

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

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

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

3.17 RESPONSE DEVELOPMENT: Candidates are responsible for all costs and expenses incurred in the preparation of a response and for any subsequent work on the response that is required by the City of Hartford. Any submittal is the property of the City of Hartford and will not be returned.

3.18 REGISTERING WITH THE SECRETARY OF STATE: Generally a foreign (meaning out of State) corporation or LLC must file with the Secretary of State Office to do business in the state. Foreign Corporations should review Sect. 33-920 of the Connecticut General Statutes. If they do not find that the exemptions apply to them they must file a "Certificate of Authority."

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

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

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

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

3.20. PERFORMANCE BOND AND LABOR & MATERIAL BOND

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

3.21. INSURANCE

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

3.22 PERFORMANCE EVALUATION

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

3.23 SUBCONTRACTORS

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

For the Lump Sum Bid:

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

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

For the Alternates:

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

3.24. Minority Business Utilization (MBE)

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

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

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

3.24.1 City Certification Required

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

3.24.2 Percentage of Work to be Performed

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

3.24.3. Minority Business Listing

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

subcontractors for whatever reason.

3.24.4. Proof of Minority Business Utilization Required

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

3.24.5 Changes in Subcontractors after Award

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

3.25 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

General Information

3.25.1 The successful Bidder, as a condition of being awarded this contract shall agree to comply with all contractual Equal Employment Opportunity/Affirmative Action performance requirements as outlined herein. All contractors, sub-contractors, vendors, and labor referral organizations must, as a condition of their participation upon city of Hartford capital construction projects, comply with the provisions of "Chapter 2, Article X" of the Municipal Code and the "Greater Hartford Affirmative Action Plan" established pursuant thereto. All Bidders are directed to the Proposal section wherein special bid submittal items related to this section are outlined.

3.25.2 The successful Bidder, as requirement of final contract execution will additionally agree to comply with the following provisions:

- a. Sign and submit the document entitled "Equal Employment Opportunity Agreement and Certificate Pursuant To The Execution of a Contract With the City of Hartford, Connecticut".
- b. Sign and submit the document entitled "Affidavit For Becoming Signatory to the Greater Hartford Affirmative Action Plan".
- c. Submit a report of current company employment statistics on the included form. (See Bidding Requirements/Bid Proposal
- d. Submit a copy of company "Equal Employment Opportunity Policy Statement" properly signed by Company official on company letterhead.
- e. Submit an agreement to notify the Hartford Commission on Human Relations as to all employment openings occurring with the company during the pendency of this contract unless otherwise expressly prohibited by collective bargaining agreement (such agreements must be so identified where they exist).

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

3.25.3 The successful Bidder further agrees that the requirements as noted in paragraphs 2, a-e shall likewise apply to all on site construction sub-contractors.

3.25.4 Prior to contract award, the City of Hartford reserves the right to review a Bidders qualifications and ability to comply with the equal employment opportunity/affirmative action program requirements as contained in this bid document.

3.25.5 During the Performance of this contract, the contractor will agree to permit authorized City of Hartford staff to perform on-site project monitoring related to the contractual equal employment opportunity/affirmative action performance requirements. The prime contractor, additionally agrees on behalf of his/her company and all subcontractors to submit the following reports during while performing under this contract:

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

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

3.26. EEO/AFFIRMATIVE ACTION REPORT

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

Note that the EEO form contains the Hartford Affirmative Action Plan. The terms and conditions of the Plan are an integral part of the Standard Contract between the City and successful Bidder. A sample report form is included in the "Sample Forms" section of this document. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

3.26.1 Monthly Employment Utilization Report

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

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

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

Specific instructions for completing this form are provided directly on the back of the form. The form shall be submitted to the Human Relations Director, Municipal Building, 550 Main Street,

Hartford, CT 06103. Extra copies of the form or assistance in completing the form may be had by calling or visiting the office of the Human Relations Director. It is imperative that this form be submitted on time; failure to do so will be grounds for the City's withholding of all further payments until the forms are received.

END OF SECTION

SECTION 4 - GENERAL REQUIREMENTS OF THE CONTRACT

SAMPLE TABLE OF CONTENTS FOR THE CONTRACT (Contents and organization subject to change)

RFR NUMBER:	XXXX
CONTRACT NUMBER	XXXX
BID TITLE :	XXXX

1 –GENERAL INFORMATION

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	Table of Contents (this document)	2
	Invitation to Respond	2
	Construction Contract Summary Sheet	1
	Project Site Location(s)	1

2 – ADDENDA

3 – CONTRACTOR’S BID (Section 1 of the Bid Document)

1.0	Cover and Response Check List	2
2.1	Response Signature Form	1
2.2	Response Pricing	1
2.3	Statement of Qualifications	2
2.4	Subcontractor Information Forms	3
2.5	Bidder’s EEO Status and Report	1
2.6	Contractor’s Bid Bond	1
2.7	EEO and W/MBE Certification Letters	3
	Affidavit – Signatory to Greater Hartford Affirmative Action Plan	1
	Contractor’s Wage Certification form	1

4 - THE CONTRACT (Section 4 of the Bid Document)

Form of Contract, AIA 101 – 2007 Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum	
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5 - THE GENERAL CONDITIONS

Form of General Conditions, AIA 201 – 2007 General Conditions of the Contract for Construction	
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Performance and Payment Bond, AIA 312 – 1984 Performance Bond and Payment Bond	
---	--

Wage & Payroll Requirements	
Wage Rates	

SECTION 6 – SAMPLE FORMS

Certificate of Non-segregated Facilities	1
--	---

Notification of Job Openings During Project	1
About Compliance Reports	1
Monthly Workforce Utilization Report	1
Monthly M/WBE Payment Status Report	1
Final M/WBE Payment Status Report	1
Payroll Form WH-347	2
Federal Labor Standards & Statement of Compliance	4

SECTION 7 - TECHNICAL SPECIFICATIONS (Section 2 of the Bid document)

Technical Specifications	
Division 1 - General Requirements	
	Divisions and Sections as provided in the bid documents

8 - GENERAL INFORMATION FOR PREPARATION OF A RESPONSE (Section 3 of the Bid Document)

3.1 How To Respond:	11
3.2 Transaction Fee:	
3.3 Bidder's Tax Status	
3.4 Requirements for a Bid Bond	
3.5 Prevailing Wages	
3.6 Withdrawal Or Modification Of Bid	
3.7 Examination Of Site And Documents	
3.8 Questions & Addenda	
3.9 Oral Statements Not Binding	
3.10 Basis For Award	
3.11 Criteria For Award	
3.12 Evaluation Of Bidders	
3.13 Notice Of Award	
3.14 Performance Bond And Labor & Material Bond	
3.15 Insurance	
3.16 Failure To Execute Contract	
3.17 Performance Evaluation	
3.18 Contract Documents	
3.19 Subcontractors	
3.20 Equal Employment Opportunity/Affirmative Action	
3.21 EEO/Affirmative Action Report	

SECTION 9 - LIST OF DRAWINGS

SHEET NUMBER	TITLE
	Drawings as provided in the bid documents

End of Sample Contract Table of Contents

SAMPLE FORMS

NOTE: These forms contain important information on the requirements of contract. You are responsible for obtaining a copy prior to responding. You may obtain copies over the Internet at the links provided below. Adobe Acrobat Reader may be required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided.

Sample Form of Contract, included in this document by reference is available at: http://www.hartford.gov/purchasing/Documents.htm Document titled: Sample Form of Agreement AIA A101	
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Sample General and Supplementary Conditions, included in this document by reference is available at: http://www.hartford.gov/purchasing/Documents.htm Document titled: General Conditions of the Contract AIA A201	
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Sample Performance Bond, included in this document by reference is available at: http://www.hartford.gov/purchasing/Documents.htm Document titled: Sample Performance Bond AIA A312	
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Sample Forms, included in this document by reference, are available at http://www.hartford.gov/purchasing/Documents.htm Document titled: Standard Construction Sample Forms:	
Bid Bond	1
Subcontractor Utilization Commitment	2
Contractor's EEO Report	2
Contractor's Wage Certification form	1
EEO / Affirmative Action Requirements Certificate	3
EEO Policy Statement	1
Certificate of Non-segregated Facilities	1
Affidavit – Signatory to Greater Hartford Affirmative Action Plan	1
Notification of Job Openings During Project	1
About Compliance Reports	1
Monthly Workforce Utilization Report	1
Monthly M/WBE Payment Status Report	1
Final M/WBE Payment Status Report	1
Payroll Certification Form	2

END OF SECTION

WAGE & PAYROLL REQUIREMENTS

Project: Swimming Pool Repairs And Other Alterations At Pope, Goodwin, Keney And Colt Parks

**Minimum Rates and Classifications
for Heavy Construction**

H 11797

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

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

Project Number: F07-14

Project Town: Hartford

FAP Number:

State Number:

Project: Swimming Pool Repairs And Other Alterations At Pope, Goodwin, Keney And Colt Parks

CLASSIFICATION

Hourly Rate

Benefits

01) 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**

1) Boilermaker	\$33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$31.60	18.33
2) Carpenters, Piledrivermen	\$27.90	16.96

As of: 2/13/2009

Project: Swimming Pool Repairs And Other Alterations At Pope, Goodwin, Keney And Colt
Parks

2a) Diver Tenders	\$27.90	16.96
3) Divers	\$36.36	16.96
4) Painters: Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$37.65	14.20
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$34.40	18.57
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection)	\$32.40	23.58 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (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)	\$35.37	19.71

----LABORERS----

8) Group 1: Laborer (Unskilled)	\$23.25	14.00
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Project: Swimming Pool Repairs And Other Alterations At Pope, Goodwin, Keney And Colt Parks

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen. \$23.50 14.00

10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) \$23.60 14.00

11) Group 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters. \$23.75 14.00

12) Group 5: Toxic waste workers (non-mechanical systems). \$25.25 14.00

13) Group 6: Blasters \$25.00 14.00

Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe). \$24.25 14.00

Group 8: Traffic control signalmen. \$15.00 14.00

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$27.50	14.00 + a
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13b) Brakemen, Trackmen	\$26.70	14.00 + a
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14) Concrete Workers, Form Movers, and Strippers	\$26.70	14.00 + a
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15) Form Erectors	\$26.98	14.00 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND
TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$26.70	14.00 + a
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17) Laborers Topside, Cage Tenders, Bellman	\$26.60	14.00 + a
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18) Miners	\$27.50	14.00 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$32.78	14.00 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$31.12	14.00 + a
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21) Mucking Machine Operator	\$33.45	14.00 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	\$26.18	12.47 + a
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Three axle trucks; two axle ready mix	\$26.28	12.47 + a
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Three axle ready mix	\$26.33	12.47 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	\$26.38	12.47 + a
Four axle ready-mix	\$26.43	12.47 + a
Heavy duty trailer (40 tons and over)	\$26.63	12.47 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$26.43	12.47 + a

----POWER EQUIPMENT 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. & Over.	\$33.05	16.90 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer)	\$32.73	16.90 + a
Group 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.).	\$31.99	16.90 + a

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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) \$31.60 16.90 + a

Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) \$31.01 16.90 + a

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. \$31.01 16.90 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). \$30.70 16.90 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Maching (24" and Under Mandrel). \$30.36 16.90 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. \$29.96 16.90 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader (regardless of attachments), Bobcat or Similar; Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). \$29.53 16.90 + a

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.. \$27.49 16.90 + a

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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$27.49	16.90 + a
Group 12: Wellpoint Operator.	\$27.43	16.90 + a
Group 13: Compressor Battery Operator.	\$26.85	16.90 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$25.71	16.90 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$25.30	16.90 + a
Group 16: Maintenance Engineer.	\$24.65	16.90 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$28.96	16.90 + a
Group 18: Power Safety Boat; Vaccum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$26.54	16.90 + a

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**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)

20) Lineman, Cable Splicer, Dynamite Man	\$35.65	10.70 + 6.25%
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21) Heavy Equipment Operator	\$22.09	10.70 + 6.25%
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22) Equipment Operator, Tractor Trailer Driver, Material Men	\$30.30	10.70 + 6.25%
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23) Driver Groundmen	\$26.74	10.70 + 6.25%
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----LINE CONSTRUCTION----

24) Driver Groundmen	\$25.99	10.70 + 6.25%
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25) Groundmen	\$19.06	10.70 + 6.25%
26) Heavy Equipment Operators	\$31.19	10.70 + 6.25%
27) Linemen, Cable Splicers, Dynamite Men	\$34.65	10.70 + 6.25%
28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$29.45	10.70 + 6.25%

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Welders: Rate for craft to which welding is incidental.

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

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

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.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

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.

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

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

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

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

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

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