

Borough of Naugatuck

**Project Manual
and
Bid Documents
for**

**Drainage Improvements at
Fairchild Park and Cherry Street**

FY24-B054

Project # 088-SC20-CSFD

May 4, 2023



BOROUGH OF NAUGATUCK

Affirmative Action /Equal Opportunity Employer

MBE's, WBE's, SBE's and Section 3 designated enterprises are encouraged to apply

Funded by a grant from the U.S. Department of Housing and Urban Development
through the State Department of Housing
Selia Mosquera-Bruno, Commissioner

INVITATION TO BID

Borough of Naugatuck

Sealed Bids will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept, Lobby, Town Hall, 229 Church Street, Connecticut, 06770 until Thursday June 8, 2023 at 11:00 AM for furnishing the commodities and/or services herein listed. Late submissions will not be accepted

Drainage improvements At Fairchild Park and Cherry Street

Sealed bids will be publicly opened and read on Thursday June 8, 2023 at 11:00 AM at the Town Hall, Hall of Burgesses, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom due to COVID-19.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6782404415?pwd=eUZjRW5FdW5RT0lmQWk5anNsTkV3UT09&from=addon>

Meeting ID: 678 240 4415

Passcode: 5fY9TT

One tap mobile

+19292056099,,6782404415#,,, *486183# US (New York)

+16465189805,,6782404415#,,, *486183# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

+1 646 518 9805 US (New York)

Meeting ID: 678 240 4415

Passcode: 486183

Find your local number: <https://us06web.zoom.us/u/kk7tTjzff>

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within two days of the scheduled bid opening to check for addenda.

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to the Borough of Naugatuck and shall be properly executed by the Bidder. A 100% Performance, Labor and Material Bond is also required. All sureties must be listed on the most recent IRS circular 570.

Attention of bidders is directed to certain requirements of this contract which require payment of Davis-Bacon wages, and compliance with certain local, state and federal requirements. This is a Federally funded project.

A Pre-Bid Meeting will be held on May 22, 2023. The meeting will be held at 10:00 a.m. at the Town Hall 229 Church Street, Naugatuck, CT.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER MBE'S,
WBE'S, SBE'S AND SECTION 3 DESIGNATED ENTERPRISES ARE
ENCOURAGED TO APPLY**

SPECIFICATIONS

The work shall conform to the attached specifications.

STANDARD SPECIFICATIONS

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specifications entitled "*STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION*", Form 818, as revised (otherwise referred to collectively as "ConnDOT form 818") unless modified by the Special Provisions contained herein. "ConnDOT form 818" is hereby made part of this contract.

All references to Commissioner, Department, Engineer, and State anywhere within the Form 818 shall be interpreted to mean the Borough of Naugatuck or a duly authorized agent of the Borough. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

Contract Time and Liquidated Damages

Work shall commence within ten (10) days after the date of the Notice Proceed. One hundred eighty (180) consecutive calendar days from the start date, plus a single authorized winter shut-down, will be allowed for the substantial completion of the project, and the liquidated damages charge to apply will be One Thousand Two Hundred Fifty Dollars (\$1,250.00) per calendar day. An additional fourteen (14) consecutive calendar days will be allowed for completion of all work.

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SECTION A

INFORMATION FOR BIDDERS SUPPLEMENTAL INFORMATION FOR BIDDERS

May 4, 2024

PROJECT #088-SC20-CSFD

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

Drainage improvements At Fairchild Park and Cherry Street

1. Proposals Received

Sealed proposals for the Drainage Improvements at Fairchild Park and Cherry Street will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until June 8, 2023 at 11:00 AM. Local time. The bids will be publicly opened and read aloud on June 8, 2023 at 11:00 am Local time at the Naugatuck Town Hall.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. The Owner may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

2. Location and Description of Work

This project is for the installation of a Drainage improvements at Fairchild Park and Cherry Street. Refer to Section "Summary of Work".

3. Schedule of Construction and Time of Completion

The attention of the Bidder is called to the provisions of the General Requirements, Section K.6, requiring submittal of a schedule of operations.

The attention of the Bidder is called to the requirements of Article XXXII of the Contract that the work be started within ten (10) calendar days of the date of the Notice to Proceed. One Hundred Eighty (180) consecutive calendar days, plus a single authorized winter shut-down, will be allowed for the substantial completion of the project. An additional fourteen (14) consecutive calendar days will be allowed for completion of all work including cleanup and removal of all tools and equipment.

The Bidder's attention is especially directed to Article XXXIV of the Contract "Damages for Failure to Complete on Time".

4. Plans and Specifications

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough

web site within two days of the scheduled bid opening to check for addenda.

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to the Borough of Naugatuck and shall be properly executed by the Bidder. A 100% Performance, Labor and Material Bond is also required. All sureties must be listed on the most recent IRS circular 570.

The construction contract for the Drainage Improvements at Fairchild Park and Cherry Street will be entered into by the successful bidder and the Borough of Naugatuck. The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 818 along with the contract drawings and supplemental specifications contained herein will detail the general requirements for materials, methods of installation, measurement and basis of payment to be required in this project. Where conflicts exist, these project specifications shall prevail. Any references to the State of Connecticut, the Department, the commissioner, Engineer, or other terms indicating the State of Connecticut and her agents as party to the contract shall for this project mean the Borough of Naugatuck and her designated agents or employees.

Where insurance is required to be carried in the name of the State of Connecticut and the State of Connecticut is to be held harmless, this shall be done in the name of the Borough of Naugatuck and the Borough of Naugatuck shall be held harmless.

All requirements for material testing, certificates of the compliance, or material certifications shall be done as if this were a contract being entered into with the State of Connecticut.

It is the intent of this contract to maintain all standard requirements of Form 816 without attempting to redefine every term within the 816 to the "Borough of Naugatuck".

The bidder shall, therefore, be aware that the Borough of Naugatuck and her agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in Form 816 and in the construction drawings.

5. Addenda and Interpretations

No interpretations of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to Mr. James Stewart, P.E., Borough of Naugatuck, Engineering Office, Town Hall, 229 Church Street, Naugatuck, CT 06770. To be given consideration, such requests must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders, at the respective address furnished for such purposes, not later than four (4) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

Where borings or other exploration data are shown on the Plans or made available to the Bidder, it is understood that such data were obtained in the usual manner, and with

reasonable care, and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the depths or the character of the material and water levels have been correctly indicated, and the Bidder is cautioned to take into account that condition affecting the work may differ from those indicated.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work. Permission for making borings, test pits, or other investigations of subsurface conditions will be arranged for by the Owner upon receipt of a written request thereof.

7. Soil and Groundwater Conditions

Soil borings have been made for the work of this Contract and are available upon request to the Borough of Naugatuck. Some soil/material in the project area is known to consist of urban fill and/or impacted soil.

In bidding on this Contract, each Bidder acknowledges that he has made whatever investigation of subsurface conditions he has deemed necessary for the purpose of bidding. Permission for making borings, test pits, or other investigations of subsurface conditions will be arranged for by the Owner upon receipt of a written request thereof.

8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown below are to be considered as approximate only. The Borough of Naugatuck does not expressly or by implication agree that the actual quantity(ies) will correspond therewith, but reserves the right to increase or decrease the amount of any Item or portion of the work as may be deemed necessary.

9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in the construction of the projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

The Owner may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Bidder certifies that by their submission of its bid for the project, it has the proper and appropriate current licenses and certifications for itself as well as its subcontractors and/or employees to perform the work as required by Connecticut State Statutes and will maintain such licensing and certifications for itself and its subcontractors/employees for the duration of the project.

10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion

will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, Town Hall, 229 Church Street, Naugatuck, CT 06770.

12. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

13. Proposal Guarantee

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the approved form provided by the Surety, duly executed by the bidder as principal and having a surety thereon approved by the Owner, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made, within **90** days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of their bid.

14. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Mayor. Upon such notice, the Proposal will be handed to him unopened. A Bidder may also withdraw his Proposal if the Owner has not awarded a contract within 90 days after the date of the bid opening.

15. Execution of Contract

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by him, or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within ten (10) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

16. Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a Payment bond in an amount not less than one hundred percent (100%) for the Contract prices as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. All Bonds shall be in the forms prescribed by Law or Regulation and be acceptable to the Owner. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. Bidder shall provide evidence that Surety Company is licensed to conduct business in the State of Connecticut. All sureties shall be in full force throughout the guarantee period and until the retainage is released.

17. Repairs for One (1) Year

The Bidder's attention is especially directed to Article XXXI of the Contract whereby two percent (2%) of the Contract amount will be retained for making repairs on the work, as may be required, during the guarantee period of one (1) year after the date of the final estimate.

18. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

19. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The form #CON-32 furnished by the "State of Connecticut Department of Transportation", entitled "Certificate of Insurance" is the only acceptable evidence of insurance and shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State of Connecticut. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

The Contractor shall indemnify, defend and hold harmless the State of Connecticut and Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of our right to recover from other endorsement'.
- B. *Commercial General Liability Insurance:* The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Borough of Naugatuck as an additional insured on an ongoing basis. In addition,
- Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.
 - Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
 - Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck.
 - Such policy shall include coverage for the Contractor's sub-contractors, or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.
- C. *Commercial Automobile Insurance:* The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.
- D. *Umbrella Liability Insurance:* The Contractor shall provide commercial umbrella liability with limits no less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise their insurers or agent of the contract provisions regarding insurance. The failure of the Contractor to notify insurers or agent of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-

fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

20. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Borough's right of way. He shall make good any damages to the satisfaction of the Borough of Naugatuck. There shall be no additional compensation for the repair or restoration of private property, or private improvements within the Borough's right of way.

21. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

22. Compliance with Federal Regulations

The Contractor shall be responsible for full compliance with any Federal laws, regulations and standards, as applicable to any project fully or partially funded by a Federal funding agency. This project is funded, in part, by the Federal government.

23. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

24. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must:

- A. Be acceptable to the Owner, and;
- B. Submit form entitled "Certification of Proposed Subcontractor Regarding Equal Employment Opportunity"
- C. Submit form entitled "Non-Collusion Affidavit of Subcontractor"
- D. Submit form entitled "Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements"
- E. Subcontractor Certification Regarding OSHA in accordance with 29 CFR 1910.268
- F. Submit Section 3 Certifications Forms
- H. Comply with the Federal Requirements pertaining to "Sole Proprietor/Working Owners"

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed Contractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting and compliance requirements to which it is or was subject.

25. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

26. Wage Rates

The Bidder's attention is directed to Section N of the General Requirements in connection with wage rates.

27. Power of Attorney

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

28. Right to Reject

The Owner reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Owner.

29. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and emailed to jstewart@naugatuck-ct.gov to be given consideration, must be received no later 3 days before the bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Addenda will be available on borough web site. All bidders must check the Borough web site within two days of the scheduled bid opening to check for addenda.

Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

30. SALES TAX AND PERMIT FEES

Sales Tax – The Contractor shall purchase all materials and supplies required for completion of the contract pursuant to regulations of the Connecticut Department of Revenue Services. Prices stated in the Bid shall **not** include any charge for any Sales or Use Taxes. This is a Federally Funded project and is Tax Exempt. The Borough of Naugatuck will provide a tax-exempt certificate to the selected contractor.

Permit Fees – The Contractor shall familiarize themselves with and abide by all requirements of any/all permits to be issued in conjunction with the work required under this contract. The Contractor shall be responsible for notifying any/all regulating agencies prior to work as described in each permit.

The Borough of Naugatuck **will waive the local permitting fees**

31. TECHNICAL REQUIREMENTS

If applicable, disclose in detail the following on a separate sheet of paper and attached to bid document. Title the attachment: Technical Requirements with bid document as a reference. Areas of disclosure include but not limited to the following:

- Power source, redundant needed and/or UPS

- Access to internal LAN. If yes, can DHCP be used or is a Static IP address needed (internal or external).
- Access to the public internet
- Hardware (not included in bid; computers, servers, switches....)
- Software (not included in bid; ancillary software required)
- Back-up/Fail over for Business Continuity
- Interoperability
- Security (type)
 - Infrastructure
 - Applications and public/private internet

32. Purchasing and Invoicing

The Project construction shall not commence until the contractor receives Notice to proceed as well as a Purchase Order from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered via email to accountspayable@naugatuck-ct.gov or as follows:

Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770

SECTION A
SUPPLEMENTAL INFORMATION FOR BIDDERS
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Drainage Improvements at Fairchild Park and Cherry
Street FY23-B031
Project # 088-SC20-CSFD

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SUPPLEMENTAL INFORMATION FOR BIDDERS

Drainage Improvements at Fairchild Park and Cherry Street FY23-B031 Project # 088-SC20-CSFD

1. RECEIPT AND OPENING OF BIDS:

Sealed proposals for the Drainage Improvements at Fairchild Park and Cherry Street will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until June 8, 2023 at 11:00 AM. Local time. The bids will be publicly opened and read aloud on June 8, 2023 at 11:00 am Local time at the Naugatuck Town Hall.

The Borough of Naugatuck hereinafter referred to as the Owner, invites bids for the Drainage Improvements at Fairchild Park and Cherry Street FY23-B031 project on the forms attached hereto. All blanks must be appropriately filled in. Bids will be received by the Purchasing Office, Brough of Naugatuck , 229 Church Street, Naugatuck, CT 06770 until 11 AM on June 8, 2023 and then at said office publicly opened and read aloud. **The envelopes containing the bids must be sealed, addressed to 229 Church Street, Naugatuck, CT 06770 and designated as bid for the “Drainage Improvements at Fairchild Park and Cherry Street FY23-B031” Project # 088-SC20-CSFD.** The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. The Owner may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, their address, and the name of the project and bid number for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following;

- A. Form of Bid
- B. Bid security (*bid bond or Certified check*)
- C. Certification of Bidder Regarding EEO form. (subcontractors' form not required at time of bid).
- D. Non-Collusion Affidavit of Prime Bidder form. (subcontractors' form not required as part of bid)
- E. Contractor Certification Regarding OSHA in accordance with 29 CFR 1910.268.
- F. Contractors Qualification/Experience Statement
- G. Licenses (State of CT Department of Consumer Protection/CT Secretary of State)
- H. Copies of DAS Certification for WBE, SBE, MBE or DBE (If applicable)
- I. Section 3 Certification forms

Definitions

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms authorized in this section. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instruments issued by the Engineer prior to receipt of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

- 1.3 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit of Measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents.
- 1.7 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

Bid Award

The Owner may award the bid to the responsive and responsible bidder whose bid, conforming with all the material, terms and conditions of the invitation for bids, is the lowest in price and meets the bid submission requirements noted herein.

Bid award is subject to the terms and conditions of 24 CFR PAT 85.36 (d) (2) for sealed bid projects.

Award will be based on the base bid plus any add/deduct alternates as selected by the Owner if funds are available.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must:

- A. Be acceptable to the Owner, and;
- B. Submit form entitled "Certification of Proposed Subcontractor Regarding Equal Employment Opportunity"
- C. Submit form entitled "Non-Collusion Affidavit of Subcontractor"
- D. Submit form entitled "Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements"
- E. Subcontractor Certification Regarding OSHA in accordance with 29 CFR 1910.268
- F. Submit Section 3 Certifications Forms
- G. Copy of State of CT Applicable License
- H. Comply with the Federal Requirements pertaining to "Sole Proprietor/Working Owners"

Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed Contractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting and compliance requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to their bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in contract and subcontract awards and notices to proceed.

4. QUALIFICATIONS OF BIDDER:

The Owner may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Bidder certifies that by their submission of its bid for the project, it has the proper and appropriate current licenses and certifications for itself as well as its subcontractors and/or employees to perform the work as required by Connecticut State Statutes and will maintain such licensing and certifications for itself and its subcontractors/employees for the duration of the project.

5. BID SECURITY:

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the approved form provided by the Surety, duly executed by the bidder as principal and having a surety thereon approved by the Owner, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made, within **90** days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of their bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon their failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after receiving notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete the project within 180 consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of \$1,250.00 for each consecutive calendar day thereafter.

8. CONDITIONS OF WORK:

Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor in carrying out the work must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

9. HOURS OF WORK

Work shall be accomplished between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless otherwise stipulated by the Owner. Work required at any other time is to be arranged and approved by the Owner.

10. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of plans, specification of other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and emailed to Jstewart@naugatuck-ct.gov and to be considered shall be received no later than 7 calendar days prior to the bid opening. Any supplemental instructions will be in the form of written addenda to the specifications which, if issue will be placed on the Naugatuck web page Naugatuck-ct.gov no later than 3 days before bid opening date. Failure of any bidder to obtain any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of the contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570).

12. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. NOTICE OF SPECIAL CONDITIONS:

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following, when applicable;

- A. Inspection and testing of materials
- B. Insurance requirements
- C. Prevailing Wage Rate Requirements
- D. Contract Compliance Reporting Requirements
- E. Stated allowances
- F. OSHA Compliance
- G. Affirmative Action Plan Requirements (For any contract in excess of \$500,000.00)

14. LAWS AND REGULATIONS:

The bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they are considered included in the contract the same as though they were written out in full.

15. SALES TAX AND PERMIT FEES

Sales Tax – The Contractor shall purchase all materials and supplies required for completion of the contract pursuant to regulations of the Connecticut Department of Revenue Services. Prices stated in the Bid shall not include any charge for any Sales or Use Taxes. This is a Federally Funded project and is Tax Exempt. The Borough of Naugatuck will provide a tax-exempt certificate to the selected contractor.

Permit Fees – The Contractor shall familiarize themselves with and abide by all requirements of any/all permits to be issued in conjunction with the work required under this contract. The Contractor shall be responsible for notifying any/all regulating agencies prior to work as described in each permit.

The Borough of Naugatuck **will waive the local permitting fees.**

16. OBLIGATION OF BIDDER:

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (including all addenda).

The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to their bid.

17. HIRING OF LOCAL LABOR:

This section emphasizes that every Contractor and subcontractor undertaking to do work on any DOH assisted project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located. For the purposes of this contract, the designated area is Waterbury MSA. The Contractor will be responsible for assuring that their subcontractors comply with this goal.

18. AFFIRMATIVE ACTION REQUIREMENTS:

This contract is subject to all Federal and State Affirmative Action regulations. The Contractor will be required to comply with those regulations. This includes the documentation listed below and included within the contract.

- An Affirmative Action Policy Statement must be submitted to the Owner or their agent from each Contractor receiving funds in the amount of \$500,000 or less under the grant.
- For each Contractor with a contract in excess of \$500,000, the Contractor must submit an Affirmative Action Plan to the Connecticut Commission on Human Rights and Opportunities (CHRO) with a copy to the Owner or their agent. Contractors should forward a copy of CHRO's approval to the Owner or their agent.

19. SECTION 3 (Applies to ALL LABOR HOURS worked on Project)

Section 3 of the Housing and Urban Development Act of 1968 applies to this contract. The Contractor shall, to the maximum extent feasible, make a good faith effort to fill any job vacancies, provide opportunities for training and employment in connection with this contract to low-income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Section 3 eligible employees are those residents from the area who are at or below 80% of median based on household size.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor and Subcontractors agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor and Subcontractors agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not

subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- E. The Contractor/Subcontractor's will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment and training opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.
- F. Contractor/Subcontractors must track ALL labor hours worked by all workers on this Section 3 project. In order to have complied with the Section 3 requirements of your contract, you must meet or exceed the following benchmarks:
 - a. 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
 - b. 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. This 5% is included as part of the 25% threshold.

You will be asked to submit a detailed breakdown of these total hours prior to project completion or the end of your contract, whichever comes first. Failure to keep track of all labor hours may result in non-payment. If the Section 3 benchmarks have not been met, you will be asked to provide an explanation of the process/outreach you pursued in an effort to satisfy the Section 3 requirements.

- G. The Contractor/Subcontractor will ensure, to the greatest extent feasible, award of contracts to Section 3 eligible Businesses that provide economic opportunities to Section 3 workers residing within the MSA in which the project is located or the neighborhood of the project. You will be asked to provide the number of contracts made to Section 3 eligible businesses during the course of this project, as well if any of these companies are minority/women/disadvantaged enterprises

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

20. SPECIAL REQUIREMENTS

- a. OSHA
Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion.
- b. DUNS #
Data Numbering System (DUNS) Participating Contractor shall be registered through the Federal System Awards Management (SAM) and have an active DUNS registration with no exclusions.
- c. CAGE#
Commercial and Government Entity Code (CAGE). Participating Contractor shall be registered through the Federal System Awards Management (SAM) and have an active CAGE registration with no exclusions.
- d. COVID 19
The Contractor is responsible for disinfecting all services in the residence apartment at turnover. All CDC guidelines, state and local guidelines in effect throughout the period in which work is being performed will be adhered to, such as use of masks face, shields gloves, and other personal protective equipment.

The Contractor shall be responsible for adherence to the current CDC guidelines.

FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION(OSHA)

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

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

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

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

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

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

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

Informational Bulletin

The 10-Hour OSHA Construction Safety and Health Course

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

1. This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
2. The course is required for public works construction projects (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
3. It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general Contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
4. The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
5. The internet website for the federal OSHA Training Institute is:

http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
6. The statutory language leaves it to the Contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
7. Within 30 days of receiving a contract award, a general Contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
8. Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
9. Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;
10. Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

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

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

SECTION B

PROPOSAL

SECTION B

PROPOSAL

Borough of Naugatuck
Drainage Improvements at Fairchild Park and Cherry Street

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Owner is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Owner; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The undersigned agrees that he shall execute the Contract within ten (10) days after the date of award, and shall commence work within ten (10) days after the date of the Notice to Proceed and shall progress therewith to its entire completion within the time stipulated in the Contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

If this Proposal shall be accepted by the Owner and the undersigned shall fail to contract as aforesaid, and to give bonds in a sum equal to one hundred percent (100%) of the Contract price, as determined by the canvass of bids, and with surety or sureties satisfactory to the Owner within ten (10) days from the date of the award, then the Owner may, at its option, determine that the Bidder has abandoned the Contract: thereupon, the Proposal and acceptance shall be null and void, and the bid security, for not less than five percent (5%) of the amount of the bid, accompanying this Proposal, shall become the property of the said Owner as liquidated damages for the delay and additional expense to the Owner caused thereby if said Proposal shall be rejected, or if said Proposal shall be accepted and the Bidder shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, the accompanying bid security shall be returned to the undersigned making bid.

Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it –

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans
Asian Indian Americans

Asian Pacific Americans
Native Americans

Hispanic Americans
Hasidic Jewish Americans

RESPECTFULLY SUBMITTED:

BY: _____

(type or print name and title)

(authorized signature of bidder)

(date)

Contact Phone #: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

EIN: _____ DUNS# _____ CAGE # _____

CT Consumer Protection Registration _____

If bid is submitted by a corporation, its seal must appear.

NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

The undersigned hereby authorizes the Owner or its agents or representatives to request information from any person, firm, or corporation to furnish any information required by the Owner.

Dated at _____ this _____ day of _____, 2022

NOTARIZATION: State of _____ County of _____

I, _____ being fully sworn deposes and says that he (she) is the _____ of _____, and has the authorization to submit the bid for the Naugatuck Housing Authority Stonecroft Renovations.

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public: _____

(Notary Seal)

List below, the business location, the mailing address, the telephone number and the name of the person of whom any inquiries are to be made.

If bid is submitted by a corporation, its seal must appear.

PROPOSAL FORMS

Drainage Improvements at Fairchild Park and Cherry Street

PROPOSAL FORM

The undersigned hereby agrees to furnish the Borough of Naugatuck with the Drainage Improvements at Fairchild Park and Cherry Street meeting the specifications and conditions of the Borough of Naugatuck, as stated in the bid documents.

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the Borough is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Bid Item quantities for unit price bid items are not guaranteed. Final payment will be based on actual installed quantities. Items not specifically identified for payment in the Bid Form shall be assumed to be included in the work effort of other bid items and shall not be paid or requested for payment separately.

This bid was determined on the basis of the following unit prices:

BOROUGH OF NAUGATUCK, CONNECTICUT
PROPOSAL FORM - BID SCHEDULE
DRAINAGE IMPROVEMENTS AT FAIRCHILD PARK AND CHERRY STREET
PROJECT NO. FY 23-B031
NAUGATUCK, CONNECTICUT

BIDDER'S NAME: _____

GENERAL PROJECT ITEMS

ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0202451A	2	LS	TEST PIT, at		
			_____ dollars and _____ cents per lump sum	\$	\$
0205004A	20	CY	ROCK IN TRENCH EXCAVATION(0-10' DEEP), at		
			_____ dollars and _____ cents per cubic yard	\$	\$
0970006	1	Est	TRAFFIC PERSON (MUNICIPAL POLICE OFFICER), at		
			Forty Eight Thousand _____ dollars and No _____ cents estimated	\$48,000.00	\$48,000.00
0975002	1	LS	MOBILIZATION AND PROJECT CLOSEOUT, at		
			_____ dollars and _____ cents per lump sum	\$	\$
1700001A	1	Est	SERVICE CONNECTIONS (ESTIMATED COST), at		
			Ten Thousand _____ dollars and No _____ cents estimated	\$ 10,000.00	\$10,000.00
			GENERAL PROJECT ITEMS TOTAL (in words) _____ dollars and _____ cents		\$

PROJECT AREA 1

ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1900001A	1	LS	RENOVATION OF STORMWATER POND, at		
			_____ dollars and	\$	\$
			_____ cents per lump sum		
0201001A	1	LS	CLEARING AND GRUBBING, at		
			_____ dollars and	\$	\$
			_____ cents per lump sum		
0219001	900	LF	SEDIMENTATION CONTROL SYSTEM, at		
			_____ dollars and	\$	\$
			_____ cents per linear foot		
0210100	100	SY	ANTI-TRACKING PAD, at		
			_____ dollars and	\$	\$
			_____ cents per square yard		
0944001A	4700	SY	FURNISHING AND PLACING TOPSOIL, at		
			_____ dollars and	\$	\$
			_____ cents per square yard		
0950011A	2400	SY	TURF ESTABLISHMENT – LAWN, at		
			_____ dollars and	\$	\$
			_____ cents per square yard		
0950040A	2300	SY	CONSERVATION SEEDING FOR POND, at		
			_____ dollars and	\$	\$
			_____ cents per square yard		
0980001	1	LS	CONSTRUCTION STAKING, at		
			_____ dollars and	\$	\$
			_____ cents per lump sum		

Project Area 2

ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0201002A	1	LS	CLEARING AND GRUBBING, at		
			_____ dollars and	\$	\$
			_____ cents per lump sum		
0219002	170	LF	SEDIMENTATION CONTROL SYSTEM, at		
			_____ dollars and	\$	\$
			_____ cents per linear foot		
0219012A	3	Ea.	SEDIMENTATION CONTROL AT CATCH BASIN, at		
			_____ dollars and	\$	\$
			_____ cents each		
0406002A	375	SY	PAVEMENT REPAIR (5-INCH), at		
			_____ dollars and	\$	\$
			_____ cents per square yard		
0507442A	1	Ea.	TYPE "C" CATCH BASIN 72" ROUND STRUCTURE, at		
			_____ dollars and	\$	\$
			_____ cents each		
0507467A	1	Ea.	TYPE "C" CATCH BASIN, at		
			_____ dollars and	\$	\$
			_____ cents each		
0507602A	2	Ea.	72" DRAINAGE MANHOLE, at		
			_____ dollars and	\$	\$
			_____ cents each		
0507605A	2	Ea.	96" DRAINAGE MANHOLE, at		
			_____ dollars and	\$	\$
			_____ cents each		
0651061A	60	LF	60" R.C. PIPE, at		
			_____ dollars and	\$	\$
			_____ cents per linear foot		
0651042A	190	LF	48" R.C. PIPE, at		
			_____ dollars and	\$	\$
			_____ cents per linear foot		

ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0651012A	13	LF	15" R.C. PIPE, at		
			_____ dollars and _____ cents per linear feet	\$	\$
0921001	700	SF	CONCRETE SIDEWALK, at		
			_____ dollars and _____ cents per square feet	\$	\$
0921005A	30	SF	CONCRETE SIDEWALK RAMP, at		
			_____ dollars and _____ cents per each	\$	\$
092302	20	TON	TEMPORARY PAVEMENT, at		
			_____ dollars and _____ cents per ton	\$	\$
0944002A	100	SY	FURNISHING AND PLACING TOPSOIL, ai		
			_____ dollars and _____ cents per square yard	\$	\$
0950012A	100	SY	TURF ESTABLISHMENT – LAWN, at		
			_____ dollars and _____ cents per square yard	\$	\$
0971002A	1	Ea.	MAINTENANCE AND PROTECTION OF TRAFFIC, at		
			_____ dollars and _____ cents per each	\$	\$
0980002	1	LS	CONSTRUCTION STAKING, at		
			_____ dollars and _____ cents per lump sum	\$	\$
			Project TOTAL (in words)		
			_____ dollars and _____ cents		\$

Project Area 3 Add Alternate

ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0201003A	1	LS	CLEARING AND GRUBBING, at		
			_____ dollars and _____ cents per lump sum	\$	\$
0219003	250	LF	SEDIMENTATION CONTROL SYSTEM, at		
			_____ dollars and _____ cents per linear feet	\$	\$
0219013A	3	Ea.	SEDIMENTATION CONTROL AT CATCH BASIN, at		
			_____ dollars and _____ cents per each	\$	\$
0406003A	500	SY	PAVEMENT REPAIR (5-INCH), at		
			_____ dollars and _____ cents per square yard	\$	\$
0507443A	3	Ea.	TYPE "C" CATCH BASIN 72" ROUND STRUCTURE, at		
			_____ dollars and _____ cents per each	\$	\$
0507603A	4	Ea.	72" DRAINAGE MANHOLE, at		
			_____ dollars and _____ cents per each	\$	\$
0507604A	1	Ea.	60" DRAINAGE MANHOLE, at		
			_____ dollars and _____ cents per each	\$	\$
0651043A	434	LF	48" R.C. PIPE, at		
			_____ dollars and _____ cents per linear feet	\$	\$
0651013A	5	LF	15" R.C. PIPE, at		
			_____ dollars and _____ cents per linear feet	\$	\$

ITEM	EST. QTY.	UNITS	DESCRIPTION AND WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
0913002A	90	LF	(6') VINYL FENCE, at		
			_____ dollars and _____ cents per linear feet	\$	\$
0913003A	20	LF	REMOVE AND REPLACE CHAIN LINK FENCE, at		
			_____ dollars and _____ cents per linear feet	\$	\$
0921006A	30	SF	CONCRETE SIDEWALK RAMP, at		
			_____ dollars and _____ cents per square foot	\$	\$
092303	25	TON	TEMPORARY PAVEMENT, at		
			_____ dollars and _____ cents per ton	\$	\$
0944003A	464	SY	FURNISHING AND PLACING TOPSOIL, at		
			_____ dollars and _____ cents per square yard	\$	\$
0950013A	464	SY	TURF ESTABLISHMENT – LAWN, at		
			_____ dollars and _____ cents per square yard	\$	\$
0971003A	1	LS	MAINTENANCE AND PROTECTION OF TRAFFIC, at		
			_____ dollars and _____ cents lump sum	\$	\$
0980003	1	LS	CONSTRUCTION STAKING, at		
			_____ dollars and _____ cents per lump sum	\$	\$

Project Area 3 Add Alternate TOTAL (in words)		
_____ dollars and _____ cents		\$

"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total Amount", the unit price will govern.

The award of the Contract will be made to the lowest responsible bidder. By submission of the Bid, each bidder certifies that his bid has been arrived at independently, without consultation, communication, or agreement as to any matter related to this Bid and with any other Bidder or competitor.

Signature _____ Date _____

Print Name _____ Tel _____

Corporation Name _____ Fax _____

Address _____ E-mail _____

SECTION C

REFERENCES

SECTION C

REFERENCES

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business as a General Contractor: _____

2. List three (3) projects of similar nature to the project described herein that the Bidder has completed, with name, address, and telephone number of a reference for each project. Include approximate construction cost:

3. List projects presently under construction by the Bidder, dollar amount of the contract, and percent completed:

4. Has the Bidder ever failed complete work awarded; and if so, state where and why:

5. Does the Bidder plan to sublet any part of this work; and if so, give details:

6. List equipment Bidder owns that is available for this project:

7. List equipment the Bidder plans to rent or purchase for this project:

8. If the Bidder has worked under the direction of a Consulting Engineer, list recent projects with the name, address, and telephone number of the Consultant:

9. List name, address, and telephone number for the following:

Surety: _____

Bank: _____

Major Material Supplier: _____

Bidder

SECTION D

BID BOND /SURETY GUARANTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

as Principal, and _____ as Surety are held and firmly bound unto Borough of Naugatuck hereinafter called the "Owner", in the penal sum of _____ Dollars, (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying BID, dated _____, 20____, for _____

_____ NOW THEREFORE, if the Principal shall not withdraw said Bid within the time period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and Owner, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified thereof, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

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

BID BOND
(Page 2 of 2)

In presence of:

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By: _____ Affix
Corporate
Seal

Attest:

(Corporate Surety)

(Business Address)

By: _____ Affix
Corporate
Seal

Countersigned

By: _____

* Attorney-in Fact, State of _____

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

SURETY GUARANTY FORM

(To accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

_____?
(Name of Surety Company)

a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for the Drainage Improvements at Fairchild Park and Cherry Street is awarded to _____, the undersigned corporation will execute the
(Name of Bidder)

bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

(Surety)

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.)

SECTION E

**CONTRACT AGREEMENT AND
CERTIFICATE AS TO CORPORATE PRINCIPAL**

CONTRACT AND AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the year 20__, between the Borough of Naugatuck, with its principal office and place of business at 229 Church Street, Connecticut 06770, acting herein through its Mayor and _____, a _____, with an office and place of business at _____, hereinafter called the Contractor.

WITNESSETH: That the parties to this agreement in consideration of the undertakings, promises, and agreements on the part of the other herein contained, hereby undertake, promise, and agree as follows:

I Definitions

The word "Owner" as used herein shall mean the Borough of Naugatuck, acting through its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of like effect or import, used herein shall mean that the direction, requirement, permission, or allowance of the Borough of Naugatuck is intended and similarly the words "approved", "reasonable", "suitable", "proper", "satisfactory", or words of like effect or import, unless otherwise particular specified herein, shall mean approved, reasonable, suitable, proper, or satisfactory in the judgment of the Borough of Naugatuck.

The word "Contractor" shall mean _____ or its duly authorized agents.

II Contract Includes

The indices, headings and subheadings are for convenience only and do not form a part of the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, and other services necessary for the completion of this Contract and shall complete and finish the same in the most thorough, workmanlike, and substantial manner, in every respect, to the satisfaction and approval of the Borough of Naugatuck, in the manner and within the time hereinafter limited, and in strict accordance with the Advertisement, Information for Bidders, Proposal, General Requirements, Detailed Specifications, and Addenda hereto attached, and the Contract Drawings herein referred to, (collectively the "contract documents"), which contract documents are hereby made a part of this Contract as fully as if the same were repeated at length herein.

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____
Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____
Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

III Specifications and Contract Drawings Supplementary

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Borough of Naugatuck. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Borough of Naugatuck. From time to time during the progress of the work, the Borough of Naugatuck will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be

considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

IV Modifications

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable to do so. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Borough of Naugatuck; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Borough of Naugatuck, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Borough of Naugatuck. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Borough of Naugatuck, shall be made. The Borough of Naugatuck's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Borough of Naugatuck in writing and sent to the Contractor.

V Correction of Errors and Omissions

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the import of anything contained in either, the explanation and decision of the Borough of Naugatuck shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Borough of Naugatuck. Corrections of errors and omissions in the Drawings or Specifications may be made by the Borough of Naugatuck when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Borough of Naugatuck. The effect of such corrections shall date from the time that the Borough of Naugatuck gives due notice thereof to the Contractor.

VI Borough of Naugatuck's Decision

All work under this Contract shall be done to the satisfaction of the Borough of Naugatuck, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. The Borough of Naugatuck also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Borough of Naugatuck in all such matters shall be final and binding upon the parties thereto.

VII Inspection of Work

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as the Borough of Naugatuck agents, for the purpose of determining, in the Borough's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Borough of Naugatuck to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Borough of Naugatuck is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Borough of Naugatuck shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for the Borough of Naugatuck to do so at any time during the progress of the work.

No work shall be done except in the presence of the Borough of Naugatuck or its assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Borough of Naugatuck. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

VIII Address of Contractor

The address in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Borough to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

IX Obligation of the Contractor

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at his own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by the Contractor's act or neglect or that of its agent, employees, or workmen. The Contractor shall provide access at all times to private property.

X Occupational Safety and Health Act

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

XI Nondiscrimination in Employment

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

XII Personal Attention and Competent Workmen

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Borough of Naugatuck. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Borough of Naugatuck and who shall not be changed, except

with the consent of the Borough of Naugatuck , unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful people to do the work, and whenever the Borough of Naugatuck shall notify the Contract in writing that any person on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck.

XIII Public Safeguards

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

XIV Materials and Workmanship

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Borough of Naugatuck to require first class work and materials in all respects, and such interpretation shall be accepted by the Contractor.

XV Materials and Manufactured Articles

All materials and workmanship shall be subject to the approval of the Borough of Naugatuck and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior, or low grade, material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

XVI Unnoticed Defects

The inspection of the work and materials by the Borough of Naugatuck shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Borough of Naugatuck and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Borough of Naugatuck.

XVII Care and Protection of Work

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Borough of Naugatuck, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

XVIII Assignment of Contract

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

XIX Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award the work to a subcontractor(s) without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

XX Liability of Contractor for Employees

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

XXI Coordination With Other Contractors and Utilities

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

XXII Permits, Laws, Codes, Ordinances and Insurance

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in Section 19, Information of Bidders and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

XXIII Patent Rights

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent

infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

XXIV Defense of Suits

The Contractor shall indemnify and hold harmless the Owner and its consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgments regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

XXVI Completion of Work by Owner

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

XXVII Partial and Final Estimates

On, or about, the last day of the month, the Borough of Naugatuck shall make an approximate estimate of the value of the work done and of the materials incorporated into the work.

The Owner will pay the Contractor, within 30 days of receipt of an estimate, ninety-five percent (95%) of the total estimated value of the work done, as estimated by the Borough of Naugatuck less previous payments. Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate are less than \$2,000.00.

The Borough of Naugatuck shall, as soon as practicable after the completion of work, make a final certificate of the entire amount of the work done under this Contract, and the value thereof, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting there from all previous payments and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before payment of each estimate, the Contractor shall provide the Owner with a mechanic's lien waiver from the Contractor and all persons who have done work or furnished materials under this Contract.

XXVIII Extra Work

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Borough of Naugatuck, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Borough of Naugatuck, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally, if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Borough shall be paid, nor is the Borough liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. an agreed on lump sum price, or
2. the reasonable cost, as determined by the Borough of Naugatuck, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Borough of Naugatuck access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Borough of Naugatuck before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

XXIX Payment

The Owner, in consideration of the faithful performance by the Contractor of all and singular his

covenants, promises, and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the Borough of Naugatuck, the prices stipulated in the said Proposal hereto attached, such payment to be made at the times and in the manner and upon the conditions herein expressly provided. The Owner also agrees to pay in addition such amounts as may be agreed upon for modifications and for extra work.

XXX Guarantee

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Borough of Naugatuck is formally approved. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

XXXI Repairs for One (1) Year

The said party of the second part further agrees that the said Owner shall be and is hereby authorized to retain, out of the monies payable to the said Contractor under this Agreement, the sum of two percent (2%) of the amount of the Contract and to expend the same, in the manner hereinafter provided for, in making said repairs on the work as may be required by the Contractor's guarantee under Article XXX.

And it is further agreed that if, at any time during the period of one (1) year from the date of the final estimate of the work herein contracted for, any part of the work done under this Contract shall be deemed by the Borough of Naugatuck to require repairing under the aforesaid Contractor's guarantee, then the said Owner shall notify the said Contractor to make the repairs so required at no expense to the Owner.

Such replacements, or repairs, shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to allow for the time delay incident to the service of a notice, then the Owner will have the right to make such replacements or repairs, and the expenses thereof shall be paid by the Contractor.

And the Borough hereby agrees that upon the expiration of the said period of one (1) year, provided that the work at the time shall be in good order, the Contractor shall be entitled to receive the whole or such part of the sum last aforesaid as may remain after the expense of making said repairs, in the manner aforesaid, shall have been paid therefrom, but if the said expense is in excess of the sum of two percent (2%) retained, the Contractor shall pay to the Owner the amount of the excess.

It is, however, agreed that the Borough may apply or keep the sum so retained for payment of other claims arising under the provisions of the contract document.

XXXII Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that substantial completion of the project shall be performed within One hundred and eighty (180) consecutive calendar days, plus a single authorized winter shut-down, and additional fourteen (14) consecutive calendar days will be allowed for completion for all work, unless extensions of time shall be made for reasons, and in the manner, stated under Article XXIII, "Extension of Time"

The above rate of progress in calendar days includes time for the Contractor to obtain approval of an Erosion and Sediment Control Plan, as applicable.

XXXIII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen

or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Borough of Naugatuck, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck, in its discretion, shall award in writing, and its decision shall be final and conclusive upon the parties.

XXXIV Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of Twelve Hundred Fifty Dollars (\$1250.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

XXXV No Waiver of Rights

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of any agent nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Borough of Naugatuck.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Owner or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

XXXVI Mandatory Negotiation

Contractor and the Owner agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of the dispute resolution paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

XXXVII Dispute Resolution

Any dispute or question arising under the provisions of this contract which has not been resolved under the mandatory negotiation paragraph of this contract shall be solely and exclusively initiated and maintained in the courts of the State or Federal District Court for the State. The Company and the Borough each irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding, and waives its right to a trial by jury. Each party shall bear its own costs and expenses in any Legal Proceeding where it is the named defendant in such lawsuit.

XXXVIII Owner's Right to Use

The Owner reserves the right to use or occupy any portion of the work considered by the Borough of Naugatuck as ready for use or occupancy. Such use or occupancy shall not be held, in any way, as final acceptance of the work or any portion thereof, or as a waiver of any portion of this Contract.

XXXIX Verification of Data

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Borough of Naugatuck nor its agents are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

XL Contractor's Wage Certification Form

If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

XLI Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Borough of Naugatuck or representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

XLII Final Estimate Constitutes Release

It is agreed that acceptance by the Contractor of the last payment made, under the provisions of Article XXVII, shall operate as and shall be a release to the Owner, and every agent thereof, from all claims and liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any agent thereof, except any claim against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

XLIII Delays or Termination by Governmental Authorities

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Borough of Naugatuck shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Sections XXX (Guarantee) and XXXI (Repair) shall apply to all work completed as of the effective date of any Stop Work Order, as if the effective date was the date upon which the final estimate is formally approved by the Borough of Naugatuck.

XLIV Validity of Agreement

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed
in the presence of

Borough of Naugatuck
Mayor, N. Warren "Pete" Hess III

(Duly Authorized)
Contractor

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as Contractor in the within bond; that _____, who signed the said bond on behalf of the Contractor was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate
Seal)

Title

SECTION F
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the __ day of _____, 20__ , a copy of which is hereto attached and made a part hereof for the construction of **Drainage Improvements at Fairchild Park and Cherry Street.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of
Which shall be deemed an original, this the _____ day of _____, 20_.

ATTEST:

(Principal) Secretary

Principal
By _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By _____

Witness as to Surety

Attorney-in-Fact

(Address)

(Address)

NOTES: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION G

PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars, \$(_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20_, a copy of which is hereto attached and made a part hereof for the construction of **Drainage Improvements at Fairchild Park and Cherry Street**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees

that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 20_.

ATTEST:

(Principal) Secretary

By _____ Principal _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTES: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION H

CONTRACTOR'S WAGE CERTIFICATION FORM

STATE OF CONNECTICUT
LABOR DEPARTMENT

REGULATION OF WAGES

CONTRACTOR'S WAGE CERTIFICATION FORM

I, _____ of _____

do hereby certify that the

_____ Company Name

_____ Street

_____ City, State, Zip Code

and all of its subcontractors will pay all workers on the Drainage Improvements at Fairchild Park and Cherry Street, Borough of Naugatuck Project #088-SC20-CSFD

_____ Street and City

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

_____ Signed

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public

Return to: Labor Department
Regulation of Wages
200 Folly Brook Blvd.
Wethersfield, CT 06209

SECTION I

Notice to the Contractor - State Required Forms

The Apparent Low Bidder will be required to submit the following State Required forms to the Borough of Naugatuck:

- 1 - DBE Participation Approval Request **if applicable**
- 2 - Contractor's Proposed Progress Chart
- 3 - Certificate of Compliance with Connecticut General Statute Section 31-57-b
- 4 - CON 83 - Anticipated Source of Material
- 5 - CON 32 - Certification of Insurance

The Borough of Naugatuck will provide a copy of the above applicable forms to the Apparent Low Bidder.

SECTION J

FEDERAL AND STATE REQUIRED CONTRACT PROVISIONS

- Supplemental General Conditions (1-12)
- Supplemental General Conditions (1-8)
- Federal Labor Standards Provisions
- Forms – Contractor and Subcontractor
- Project Sign Specifications

GENERAL CONDITIONS

1. DEFINITIONS:

The following terms as used in this document are specifically defined as follows:

- A. **Contractor** means a person, firm or corporation with whom this contract is made.
- B. **Subcontractor** means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. **Owner** means the Borough of Naugatuck or their authorized representative.
- D. **Municipality** means the Borough of Naugatuck or their authorized representative.
- E. **Project Manager** means A&E Services Group, LLC, being employed by the Borough of Naugatuck for the purpose of this project. All major decisions and determinations required during the work will be made jointly by the owner, Architect/Engineer and the project manager. Instructions to the Contractor are to be from the Architect/Engineer and or Project Manager.
- F. **Architect/Engineer** means the firm employed by the Borough of Naugatuck that is responsible for the design and construction oversight of the project.
- G. **Work on or at the project** means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.
- H. **Apprentice** means: 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in their first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- I. **Trainee** means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- J. **Covered Area** means the geographical area described in the solicitation from which this contract resulted.
- K. **Director** means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- L. **Employer Identification Number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- M. **Minority** includes:
 - 1. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - 2. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).

3. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).
4. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. **Portuguese** (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

2. **REQUIRED PROVISIONS DEEMED INSERTED:**

Each and every provision of law required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any provision is not inserted or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

3. **EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:**

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

4. **REPORTS, RECORDS AND DATA:**

It is imperative that the Contractor keep records and submit reports in strict accordance with all sections of these General Conditions. Several different sections require specific information which may be addressed individually or in aggregate with other sections at the contractor's option. Provided all information is available, the Municipality will not mandate a specific format to be followed. If information submitted by the Contractor is unclear or incomplete, the Municipality may request that the records/reports be re-submitted.

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, daily construction work logs and other data as the Owner may request concerning work performed or to be performed under this contract.

Payrolls and basic records relating thereto will be maintained during the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain for each employee, their name, address, correct classification, rate(s) of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.

The Contractor will submit original weekly certified payrolls to A&E Services Group, LLC, 609 West Johnson Avenue, # 408, Cheshire, CT 06410 until project completion. The payroll shall be accompanied by a Federal Statement of Compliance form as well as the State Fringe Benefits Explanation form, signed by the Owner of the company indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer

or mechanic conform with the actual work performed. The submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime Contractor shall be responsible for the submission of the Certified payrolls of all subcontractors (all tiers). The Contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, State of CT Department of Housing and the Department of Labor and will permit such representatives to interview employees during working hours on the job.

A. PAYROLLS AND BASIC RECORDS. Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The principal Contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the construction work and preserved by the Contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

1. The name, address and the last 4 digits of the social security number of each person/worker and applicable section (A/B);
2. His or her correct work classification(s); Trade license type and number, and OSHA 10 Certification Number;
3. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
4. Daily and weekly number of hours worked, including any overtime hours;
5. Deductions made and actual net wages paid;
6. Evidence pertaining to any costs listed in the "other" deduction column;
7. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.
8. Evidence that each worker has completed the required 10-hour federal OSHA safety & health course.

B. CERTIFIED PAYROLL REPORTS. Certified weekly payroll reports (CPR's) shall be submitted with respect to each week any contract work is performed. Each Contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal Contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. The principal contract is responsible for making any Subcontractor aware of these State & Federal requirements. All CPR's and any related records are submitted to the Owner's Agent/ Local Contracting Agency (LCA) A&E Services Group, LLC, 609 West Johnson Avenue, # 408, Cheshire, CT 06410 through the principal contractor.

1. CPR Format. CPR information may be submitted in any form provided that the LCA can reasonably interpret the information to monitor employer compliance with the

labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. shall make available to each principal Contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.

2. Filing of Certified Payroll/Failure to File Certified Payroll. An employer subject to the prevailing wage law must file the weekly certified payroll **weekly** with the contracting agency by mail, first
3. class prepaid. CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week. Failure to file a certified payroll pursuant to subdivision (2) of section 31-53(f) is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.
4. CPR Preparation. CPRs for each employer shall be numbered sequentially beginning with "1." The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
 - a. Employee Information. The first payroll on which each employee appears shall contain the employee's name, address and Section. The last four digits of Social Security Numbers shall be provided one time on company letterhead, as this is a Federal requirement and are not permissible on the State of CT Department of Labor Certified Payroll Report forms.
 - b. Apprentices or Trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentices' or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and rations shall also accompany the first CPR on which the first apprentice or trainee appears
 - c. OSHA Safety and Health Certification. Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. Contractors must provide proof of completion by attaching a copy of each certification card with the first certified payroll in which such mechanic, laborer, or worker performed work.
 - d. Split Classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
 - e. Hours Worked at Other Job Sites. The CPR's should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases, the employer should list the employee's name, classification, hours this project only, and the rate of pay and gross earnings at

this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.

4. "No Work" Payrolls. Employers are not required to submit CPR's for weeks during which no work was performed on the site of the work *provided* that the CPR's are number sequentially *or* that the employer has provided written notice that its work on the project has been suspended, or otherwise instructed by the LCA.
5. Weekly Payroll Certification. Each weekly payroll shall be accompanied by a Federal "*Statement of Compliance*" form as well as a State Fringe Benefits Explanation form, or as determined by LCA. The Statements of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
 - a. That the payroll for the payroll period contains the information required to be maintained (see &2-7) and that the information is correct and complete.
 - b. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for in Regulations, 29 CFR Part 3.
 - c. That any mechanic, laborer, or worker employed during the contract period has completed the 10 OSHA course and has provided proof of completion.
 - d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
6. Falsification. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

5. OTHER PROHIBITED INTERESTS:

No official of the Owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in a capacity to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

6. NO CONFLICT

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

7. NATIONAL HISTORIC PRESERVATION ACT OF 1966:

The Contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act of 1966 (80 Stat 915.16 USC 470) and Executive Order No. 11593 of May 31, 1971.]

8. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT:

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- A.** The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the contractor;
- B.** Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- C.** In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- D.** It will comply with all the requirements of Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- E.** It will promptly notify the Municipality of the receipt of any notice from the Director of the Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of the contract is under consideration for listing on the EPA list of Violating Facilities;
- F.** It will include the provisions of the foregoing paragraphs in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR. Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- G.** In the event that the Contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR, 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Municipality, as soon as the Contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

9. USE OF LEAD-BASED PAINTS:

If the work under this contract involves construction or rehabilitation of residential structures, or other structures in which children congregate, the Contractor shall comply with the Lead-Based Poisoning Prevention Act (see 42 U.S.C. 4831). The Contractor shall assure that paint used on the project on applicable surfaces does not contain lead in excess of the percentages set forth in "A" & "B" below. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total non-volatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

- A. For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five tenths of one percent (0.5%) lead by weight.
- B. For paint manufactured after June 22, 1977, paint may not contain lead in excess of six one-hundredths of one percent (0.06%) lead by weight.

As a condition of receiving assistance under the Act, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of Federal funds.

10. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:

In the event that any of the provisions of these general conditions are violated by the contractor, or by any of their subcontractors, the Owner may serve written notice upon the Contractor and their surety of its intention to terminate the contract, such notices to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the contractor, such violations or delay shall cease and satisfactory arrangements or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice upon the surety and the contractor. The surety shall have the right to take over and perform the contract; provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the amount and at the expense of the contractor, and the Contractor and their surety shall be liable to the Owner for any excess cost occasioned by the Owner. In such event, the Owner may take possession of and utilize in completing the work, any materials, appliances, and plant as may be on the site of the work and necessary, therefore.

11. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

In order to protect the life and health of their employees under the contract, the Contractor shall comply with all pertinent provision of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

12. CONTRACT AND CONTRACT DOCUMENTS:

The plans, specifications and addenda form part of the contract, and the provisions thereof are as binding upon the contracting parties as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of the contract and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor agrees, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The liquidated damages amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the contractor's reasons for the time extension are acceptable to the Owner, provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:

- A. to any preference, priority or allocation order duly issued by the government;
- B. to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
- C. to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

14. ARCHITECT/ENGINEER & PROJECT MANAGER'S AUTHORITY:

The Architect/Engineer and or the Project Manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Architect/Engineer and or the Project Manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The Architect/Engineer and or Project Manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or

specifications, the determination or decision of the Architect/Engineer and or Project Manager shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer and or Project Manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor and any other contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer and or the Project Manager.

15. NOTICE AND SERVICE THEREOF:

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

16. SUSPENSION OF WORK:

Should the Owner be prevented from proceeding with the work or from authorizing its prosecution by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by the delay. Determination will be sent in writing from the Owner to the contractor.

17. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

The Contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer and or Project Manager will prepare jointly (a) a schedule, fixing the dates at which specific detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer and or Project Manager in accordance with said schedule and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturer's testing, installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule is subject to change in accordance with actual work progress.

18. SHOP OR SETTING DRAWINGS:

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the above, predetermined schedule. After examination of such drawings by the Architect/Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. Regardless of corrections made in, or approval given to, such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect/Engineer in writing, of any deviations at the time he furnishes such drawings.

19. MATERIALS, SERVICES AND FACILITIES:

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services

and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. The Owner will not pay for any materials stored on or off site and will not be responsible for any late fees, or additional fees incurred from any suppliers/vendors. Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

20. CONTRACTOR'S TITLE TO MATERIAL:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

21. INSPECTION AND TESTING OF MATERIALS:

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be retained by the Contractor as part of his obligation. The Owner reserves the right to approve/disapprove the firm(s) selected to perform any and all tests/inspections and to be given a copy of any reports thus generated.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases.

22. "OR EQUAL" CLAUSE:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers or vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer of equal substance and function. It shall not be installed by the Contractor without the Architect/Engineer written approval.

23. ALLOWANCES:

In the event that there is a cash allowance requested in the proposal, the contractor shall purchase the "allowed materials" as directed by the project manager on the basis of the lowest and best of at least three competitive bids. If the actual price for purchasing the allowed materials is more or less than the cash allowance, the contract price shall be adjusted accordingly. The adjustment in the contract price shall be made on the basis of the purchase price without additional charges for the overhead, profit, insurance or any other incidental expenses. The cost of installation of the allowed materials shall be included in the applicable sections of the contract specifications covering this work.

24. CONTRACTOR'S OBLIGATIONS:

The Contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the Architect/Engineer and or Project Manager as given during the progress of the work. They shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the owner, Architect/Engineer and Project Manager.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The Contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid. It is the contractor's responsibility to obtain the annual adjusted July 1st prevailing wage rate directly from the State Department of Labor website. The Owner will not allow additional costs for Labor rate increase during the course of the project.

25. SEPARATE CONTRACTS:

The Contractor shall coordinate their operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor and his subcontractors shall keep informed of the progress and the detail work of other contractors and shall notify the project manager immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with their own work.

26. SUBCONTRACTING:

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

The Contractor shall not award any work to any subcontractor without the approval of the Owner and Program Manager. Approval will not be given until the Contractor submits to the Owner and Program Manager a written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the Owner and Program Manager may require.

The Contractor shall be as fully responsible to the Owner and Program Manager for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner and Program Manager may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner and or Program Manager.

The Prime Contractor shall make any Subcontractor aware of the Sole-Proprietor Federal reporting requirements (attached to these conditions).

The Prime Contractor shall make any Subcontractor aware of the Section 3 provisions and reporting requirements of this contract.

The Contractor shall insert these same general and supplemental conditions in any subcontract he awards.

27. MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

28. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the Contractor shall employ a construction superintendent or foreman who has full authority to act for the contractor. It is understood that the contractor's representative shall be acceptable to the architect/engineer and to the Owner.

29. CORRECTION OF WORK:

All work, materials, processes of manufacture and methods of construction shall be subject to inspection by, and the acceptability of the Architect/Engineer and Project Manager. Should they fail to meet their approval, they shall be reconstructed, made good, replaced and/or corrected by the Contractor at their own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Architect/Engineer and or Project Manager, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation paid to the Contractor shall be reduced by an equitable amount established by the Architect/Engineer and or Project Manager.

Should the Contractor encounter subsurface and/or latent conditions at the site which differs materially from those shown on the plans or indicated in the specifications, they shall immediately notify the Architect/Engineer and Project Manager of the condition prior to its disturbance. The Architect/Engineer and Project Manager will promptly investigate the condition and make the required changes in the plans and specifications. Any change to the contract cost will be determined in accordance with paragraph 37.

30. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

The Contractor shall, at all times, protect the Owner's property from injury or loss in connection with this contract. The Contractor shall, at all times, safely guard and protect the own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless it was caused directly by errors contained in the contract or by the Owner, or the Owner's duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, Architect/Engineer and or Project Manager immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner, Architect/Engineer and Project Manager for approval.

Where the Contractor has not taken action but has notified the project manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Project Manager

The amount of reimbursement paid to the Contractor on account of any emergency action shall be determined by the project manager and Owner based on their review of submitted documentation of actual costs incurred by the contractor.

31. CONFLICTING CONDITIONS:

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

32. CHANGES IN THE WORK:

No change in the work covered by the approved contract documents shall be made without having written approval of the Owner. All changes (increasing or decreasing the contract amount) shall be determined by one or more, or a combination of the following methods;

- A. Unit bid prices previously established and approved,
- B. An agreed lump sum with back-up data,

33. EXTRAS:

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind

bid upon shall be paid for at the prices stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

34. ANTI-LOBBYING:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C.** It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

35. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Architect, Project Manager and Owner an estimated construction progress schedule in form satisfactory to the Architect/Engineer, Project Manager and Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish; A) a detailed estimate (Schedule of Values) giving a complete break-down of the contract price and B) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deduction from the contract price.

36. QUANTITIES OF ESTIMATE:

Wherever the quantities of work to be done and materials to be furnished on a unit basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. The Owner reserves the right to increase or decrease the units as may be deemed reasonably necessary or desirable to complete the work in this contract. Any such increase/decrease shall in no way invalidate this contract, nor shall any such increase/decrease give cause for claims or liability for damages.

37. PAYMENT TO THE CONTRACTOR:

The Owner shall make periodic progress payments to the Contractor based on a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure proper performance under the contract, the Owner shall retain 5% of the amount of each estimate until final completion and acceptance of all work covered by the contract.

Progress payments shall be made within 60 days of final approval by the Owner's agent (grant consultant) each month provided all terms under the contract have been satisfied.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the contract.

The Contractor agrees that he will indemnify and hold the Owner and its agents all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the contractor, either pay unpaid bills of which the Owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or their surety.

In paying any unpaid bills of the contractor, the Owner shall be deemed the agent of the contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

38. LIEN WAIVERS

The Contractor agrees with each monthly payment request, to submit lien waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the work covered by the payment.

- Submit partial lien waivers on each item for amount requested in a previous payment application.
- When an application shows completion of an item, submit final or full lien waivers.
- Owner or Owner's agent reserves the right to designate which entities involved in the work must submit lien waivers.
- Waiver Forms: Submit waivers of Lien on forms, executed in a manner acceptable to the Owner.

39. WITHHOLDING OF PAYMENTS:

The Owner may withhold payments necessary to pay laborers, mechanics, apprentices and trainees employed by the Contractor or subcontractor on the work, the full amount of wages required by the contract or for any other reasons having to do with failure to provide compliance documentation or other material to meet DBRA requirements or other non-construction requirements of this contract. In the event of failure to pay any laborer, mechanic, apprentice or trainee employed or working on the site of the project or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Owner may, after written notice to the contractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

40. ASSIGNMENTS:

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the express, written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

41. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the Contractor or their subcontractors or the surety from any obligation under this contract or the bonds affixed thereto.

42. GENERAL GUARANTY:

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

43. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER:

The Contractor agrees to the use and occupancy of a portion of the project by the Owner before formal acceptance.

44. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor expressly undertakes at their own expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractors;
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- D. To clean up all refuse, rubbish, scrap materials, and debris caused by the operations on a daily basis so that the site of the work shall present a neat, orderly and workmanlike appearance at all times;
- E. To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat and orderly condition before final payment;
- F. To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the project manager, not to cut or otherwise alter the work of any other contractor.

45. INDEMNIFICATION:

The Contractor and all of their subcontractors agree to defend, indemnify and hold harmless the Owner, Municipality, its Departments, agents and employees from any and all claims, liabilities, obligations and causes of action of whatsoever kind and nature for injury to, or death, including Contractor employees, of any person and for damages to or destruction of property, or loss of use, including property of the Owner, resulting in connection with work services or activities under this agreement regardless of cause except that the Contractor shall not be required to assume responsibility or indemnify the Owner, Municipality of such injuries, damages or claims deemed by law to be due to the sole negligence of the Municipality, its employees or agents.

The Contractor agrees that all services offered by the Municipality through, A&E Services Group, LLC, (hereinafter referred to as the "Program Manager"), which may affect the Contractor, are offered by the Municipality and not to the Contractor in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Program Manager, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Program Manager which shall arise out of or result from Program Manager's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Program Manager shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

46. INSURANCE REQUIREMENTS:

The Contractor shall procure and maintain in effect for the duration of this agreement, the following insurance coverages with insurers licensed or approved to conduct business in the State of Connecticut. All insurers must be satisfactory to the Owner and Municipality.

The selected Contractor must, prior to contract signing, supply the Municipality, Program Manager and the Owner with the original certificates of insurance for workers compensation insurance and general liability insurance with a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage and Auto Liability insurance in accordance with State law. The Contractor shall indemnify and save harmless the Owner and the Municipality under these policies, which shall list the CT Department of Housing, Borough of Naugatuck, and A&E Services Group, LLC A.T.I.M.A., additional insureds.

A. Workers Compensation and Employer's Liability.

Insuring in accordance with statutory requirements in order to meet obligations to employees in the event of injury or death sustained in the course of employment. Employer's Liability for employee suits shall not be less than one million (\$1,000,000.00) for each claim.

Cancellation Notice - Insurers must give no less than 30 days written notice in the event of either cancellation or non-renewal to the Municipality and the Owner. Notice is to be to the attention of Borough of Naugatuck

All policies are to be evidenced by Certificates of Insurance properly authorized by the insurer or their representative and must reflect all coverages. Certificates must be delivered to the Owner and Program Manager prior to any work or activity under this agreement.

Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases.

18. "OR EQUAL" CLAUSE:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers or vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the project manager, of equal substance and function. It shall not be installed by the contractor without the project manager's written approval.

19. ALLOWANCES:

In the event that there is a cash allowance requested in the proposal, the contractor shall purchase the "allowed materials" as directed by the project manager on the basis of the lowest and best of at least three competitive bids. If the actual price for purchasing the allowed materials is more or less than the cash allowance, the contract price shall be adjusted accordingly. The adjustment in the contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the allowed materials shall be included in the applicable sections of the contract specifications covering this work.

20. CONTRACTOR'S OBLIGATIONS:

The contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the project manager as given during the progress of the work. He shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the project manager.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid. It is the contractor's responsibility to obtain the annual prevailing wage rate increases directly from the State Department of Labor website. The owner will not allow additional costs for Labor rate increase during the course of the project.

21. SEPARATE CONTRACTS:

The contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The contractor and his subcontractors shall keep informed of the progress and the detail work of other contractors and shall notify the project manager immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work

SUPPLEMENTAL GENERAL CONDITIONS

1. APPRENTICES AND TRAINEES:

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2(G), or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performs. The Contractor or subcontractor will be required to furnish written evidence of the registration to the program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed in accordance with a program approved by the U.S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations (CFR).

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees shall also be subject to the provisions of Part 5a, Subtitle A, Title 29, CFR. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a.

2. MINIMUM WAGES:

All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or the development of this project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor contained herein, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. The posted wage determination shall contain a statement showing all deductions in accordance with the provisions of this contract, to be made from wages actually earned by persons employed in each classification. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv).

The transporting of materials and supplies to or from the work site, and the manufacturing or furnishing of materials, articles, supplies, or equipment on or to the site by employees of the Contractor or any subcontractor, is work to which these Federal Labor Standards Provisions apply.

Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination, and which is to be employed under this contract, shall be classified or reclassified conforming to the wage determination classification and a report of the action taken shall be sent by the local administering agency to the Secretary of Labor. In the event the interested parties cannot agree on the classification or reclassification of a particular class of laborers or mechanics (including apprentices and trainees) to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The Owner shall require that whenever the minimum wage rate prescribed in the contract for a particular class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay the cash equivalent of such fringe benefit, an hourly cash equivalent thereto will be established. In the event the interested parties cannot agree upon a cash equivalent for that fringe benefit, the question and accompanying recommendation of the Owner shall be referred to the Secretary of Labor for determination.

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided however, that the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

The Contractor agrees to comply with Executive Order 11588 issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

A. Complaints, Proceedings, or Testimony by Employees:

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or, in any other manner, discriminated against by the Contractor or any subcontractor because the employee has filed a complaint or instituted (or caused to be instituted) any proceeding or who has testified (or is about to testify) in any proceeding under or relating to the applicable labor standards of this contract with the employer.

B. Claims and Disputes Pertaining to Wage Rates:

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this contract shall be promptly reported by the Contractor in writing to the Town.

C. Questions concerning certain Federal statutes and regulations:

All questions arising under this contract which relate to the application or interpretation of any of the five following requirements shall be directed to the Town.

1. Anti-kickback Act,
2. Contract work hours and Safety Standards Act,
3. Davis-Bacon Act,
4. Secretary of Labor's regulations pertaining to 1, 2 and 3 above,
5. The labor standards provisions of any other pertinent Federal statute.

3. OVERTIME REQUIREMENTS:

No Contractor or subcontractor shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours in excess of eight hours/day or in excess of forty hours/week, as the case may be.

In the event of any violation of the above, the Contractor and any subcontractor responsible therefore, shall be liable to any affected employee for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Liquidated damages shall be computed at \$10.00 per calendar day for each laborer or mechanic required or permitted to work in excess of eight hours or in excess of the standard week of forty hours without payment of the overtime wages required.

The Municipality may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or subcontractor, any sums necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages.

The Contractor shall insert the foregoing stipulation in all subcontracts. Furthermore, subcontractors are to include these same requirements in any lower-tier subcontracts into which they may enter.

4. EQUAL EMPLOYMENT OPPORTUNITY:

A. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to ensure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.

B. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission.

C. The Contractor agrees to provide each labor union or representative of workers with such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor agrees to comply with each provision of Conn. Gen. Stat. §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e.

- E. The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public work contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

Pursuant to the provisions of Conn. Stat. Sect. 4a-60a.

- A. The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- B. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes.
- D. The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

Executive Order 11246.30 Federal Regulations 12319 (1965) Equal Opportunity Clause.

"During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The Contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to the books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD (or the Commissioner of the Connecticut Department of Economic and Community Development) shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD (or the Commissioner of the Connecticut Department of Economic and Community Development), the Contractor may request the United States to enter into such litigation to protect the interest of the United States"

Exemptions from above Equal Employment Opportunity Clause (4)(CFR Chap. 60):

- A. Contracts and subcontracts of \$10,000 or less (other than Government bills of lading) are exempt. The amount of the contract rather than the amount of the Federal financial assistance shall govern in determining the applicability of this exemption.
- B. Except in the case of subcontracts for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- C. Contracts and subcontracts of \$100,000 or less for standard commercial supplies or raw materials are exempt.

The Contractor shall not be nor enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out sanctions and penalties for violation of these specifications and the Equal Employment Clause, including suspension, termination and cancellation of existing subcontracts, as imposed or ordered by the Office of Federal Contract Compliance in accordance with Executive Order 11246. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive

Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The Contractor shall designate a responsible official to monitor all employment-related activity in order to ensure that the company EEO policy is being carried out. The designated official must keep records and submit reports relating to the provisions hereof as required by the Municipality. Records shall include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Executive Order Number 3.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continued jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Executive Order Number 17.

This contract is subject to the provision of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the Commissioner of Department of Housing or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Commissioner of Department of Housing and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

Certification of Nonsegregated Facilities

As required by 41CFR 60-1.8, must be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause shall be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Clause:

- A. A certification of non-segregated facilities as required by the 32CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

5. COPELAND "ANTI-KICKBACK" PROVISIONS:

The provisions of this section prescribe "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each Contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED-162, to accompany the weekly submission of payroll forms.

Anyone making and/or using a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, is subject to being fined up to \$10,000 or imprisoned for up to five years, or both (refer to 18 USC 1001-72 Stat.967).

The provisions of this section shall not apply to any contract of \$2,000 or less.

Upon a written finding by the head of a Federal Agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs below may be made without application to and approval of the Secretary of Labor.

- A. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal Social Security taxes.
- B. Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such a manner as to give the employee complete freedom of disposition of the advanced funds.
- C. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- D. Any deduction constituting a contribution on behalf of the employee to funds established by the employer or representative of the employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following standards are met:
 - 1. The deduction is not otherwise prohibited by law.
 - 2. It is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment or provided for in a bona fide

collective bargaining agreement between the Contractor or subcontractor and representatives of its employees.

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise.
4. The deductions shall serve the convenience and interest of the employee.
- E. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- F. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- G. Any deductions voluntarily authorized by the employee for making contributions to Community Chests, United Givers Funds and similar charitable organizations.
- H. Any deductions voluntarily authorized by the employee for making contributions to governmental or quasi-governmental agencies.
- I. Any deductions to pay regular union initiation fees and membership dues (not including fines or special assessments) as long as a collective bargaining agreement between the Contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.
- J. Any deductions not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.

6. By execution of this agreement, the municipality hereby certifies that for all subgrants, contracts and subcontracts:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within

the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the

commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The Contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to their employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in

such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to one's health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

[New] In accordance with Section 31-53b(a) of the C.G.S. each Contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance Shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109			
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER							
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS								POLICY #													
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
					S	M	T	W	TH	F	S		TOTAL FRINGE BENEFIT PLAN CASH			FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER						
				Trade License Type & Number – OSHA 10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours													
													S-TIME	\$	1. \$										
													Base Rate	\$	2. \$										
														\$	3. \$										
													O-TIME	\$	4. \$										
													Cash Fringe	\$	5. \$										
														\$	6. \$										
													S-TIME	\$	1. \$										
													Base Rate	\$	2. \$										
														\$	3. \$										
													O-TIME	\$	4. \$										
													Cash Fringe	\$	5. \$										
														\$	6. \$										
													S-TIME	\$	1. \$										
													Base Rate	\$	2. \$										
														\$	3. \$										
													O-TIME	\$	4. \$										
													Cash Fringe	\$	5. \$										
														\$	6. \$										

3/22/2023 *IF REQUIRED
WWS-CP1

*SEE REVERSE SIDE

PAGE NUMBER OF

Include OSHA 10 Card with first payroll

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

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

Please specify the type of benefit provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

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

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:
 - a) The records submitted are true and accurate;
 - b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare funds, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
 - c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
 - d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of their employment which proof of coverage has been provided to the contracting agency;
 - e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor in connection with a prime Contractor in connection with a subcontractor relating to a prime contractor; and
 - f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA ~ The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

 (Signature) (Title) Submitted on (Date)

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

 (Signature) (Title) Submitted on (Date)

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

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)

_____; that during the payroll period commencing on the _____ (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United State Department of Labor, or if no recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

_in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**FORMS
TABLE OF CONTENTS**

To be completed by:

CONTRACTOR

- 1) Non-Collusion Affidavit of Prime Bidder
- 2) Certification of Bidder Regarding Equal Employment Opportunity
- 3) Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) Proposed Subcontractors Breakdown
- 5) Estimated Project Workforce Breakdown - Table B
- 6) Section 3 Compliance Forms
- 7) CT DOL, Contractors Wage Certification Form
- 8) Connecticut Department of Labor Davis-Bacon Apprentice Certification Questionnaire
- 9) CHRO Monthly Utilization Report
- 10) Contractor Certification Regarding OSHA

SUBCONTRACTOR

- 1) Non-Collusion Affidavit of Subcontractor
- 2) Certification of Proposed Subcontractor Regarding Equal Employment Opportunity
- 3) Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) Section 3 Compliance Forms
- 5) Connecticut Department of Labor Davis-Bacon Apprentice Certification Questionnaire
- 6) CHRO Monthly Utilization Report
- 7) Subcontractor Certification Regarding OSHA

**** Section 3 is required on HUD projects that provide Housing and Community Development financial assistance when the total amount of assistance to a project exceeds the \$200,000 threshold. Contractors and subcontractors must track ALL labor hours and, to the greatest extent feasible, comply with the Section 3 reporting and benchmark goals.**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of the Bidder who has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough of Naugatuck (Owner), or any other person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Date)

Subscribed and sworn to before me
this _____ day of _____, 20____.

Title

My commission expires: _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NUMBER: 088-SC20-CSFD

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER

Bidders

Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

1. Participation in a previous contract or subcontract:
 - A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause Yes No
 - B. Compliance reports were required to be filed in connection with such contract or subcontract Yes No
 - C. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 Yes No
 - D. If answer to item C is "No", please explain in detail on the reverse side of this certification.
2. Dollar amount of bid: \$ _____
3. Anticipated performance period _____ days.
4. Expected total number of employees who will perform the proposed construction _____.
5. Non-segregated facilities
 - A. Notice to Prospective Federally-Assisted Construction Contractors:
 - i. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - ii. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:
 - B. Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

C. Certification of Non-segregated Facilities

The federally-assisted construction Contractor certifies that he does not maintain or provide for their employees any segregated facilities at any of his establishments, and that he does not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies further that he will not maintain or provide for their employees any segregated facilities at any of his establishments, and that he will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in the files. The Contractor will include the original in the Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- Black Spanish American Oriental American Indian
- Eskimo Aleut White (other than Spanish American)
- Portuguese

Remarks: _____

Certification: The information above is true and complete to the best of my knowledge and belief.

Bidder's Name and Title of signer (please print)

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)

Date

c/o

Project # 088-SC20-CSFD

Project Name: Drainage Improvements at Fairchild Park and Cherry Street FY23-B031

1. The undersigned, having executed a contract with _____ for the Construction of the above-identified project, acknowledges that:

- a) The Labor Standards provisions are included in the aforesaid contract:
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any of their subcontractors and any lower tier subcontractors, is his responsibility;
-

2. He certifies that:

- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
-

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by their subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

b) The undersigned is:

- (1) _____ A Single Proprietorship
- _____ A Partnership
- _____ A Corporation Organized in the State of _____
- _____ Other Organization (describe)

c) The name, title, and address of the owner, partners or officers of the undersigned are:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Social Security No. Or
Federal Employer I.D. No. _____ (Contractor)

Date: _____ BY _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 WORKERS
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

Section 3 worker residing within the Project Area, whose individual income does not exceed 80% of the median income in the SMSA Waterbury

SECTION 3 - CONTRACTOR REQUIREMENTS

Contractors and subcontractors, to the greatest extent feasible are to give training and employment opportunities to Section 3 workers residing within the metropolitan area (or non metropolitan county) with First priority to Section 3 workers residing within the service area or the neighborhood of the project. In addition, contractors and subcontractors, to the greatest extent feasible, are to award contracts for covered work to Section 3 business concerns that provide economic opportunities, with First priority to Section 3 workers residing within the service area or neighborhood of the project.

Any construction project funded in whole or in part by Federal Assistance in excess of \$200,000.00 is subject to the following requirements:

Training and Employment:

To the greatest extent feasible, opportunities for training and employment are to be given to low- and very low-income persons residing in the metropolitan area, with priority to those living in the service area of the project or the neighborhood in which it is located and to Youthbuild Program participants. Contractors and their sub-contractors shall conduct their routine business in a manner which will ensure compliance with the intent of Section 3.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3) and the Section 3 provisions set forth in 24 CFR Part 75. The purpose of Section 3 is to ensure that employment, training and other economic opportunities generated by HUD assistance or HUD-assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those persons who are recipients of HUD assistance for housing and to Business concerns which provide economic opportunities to low- and very low-income persons. Section 3 eligible persons are those residents from within the service area, or the neighborhood of the project, who's income is at or below 80% of median based on individual (household 1) regardless of the actual household size.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The Contractor/Subcontractor's agree to send to each labor organization or representative of workers with which they have a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment opportunities can see the notice. The notice shall describe the Section 3 preferences, job titles subject to employment opportunities, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions.

The Contractor/Subcontractor's agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor/Subcontractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor/Subcontractor's will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment and training

opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Section 3 Reporting:

Contractor/Subcontractors must track ALL labor hours worked by all workers on a Section 3 project. In order to have complied with the Section 3 requirements of the contract, you must meet or exceed the following benchmarks:

- 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
- 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. This 5% is included as part of the 25% threshold.

You will be asked to submit a detailed breakdown of all labor hours prior to project completion or the end of your contract, whichever comes first. Failure to submit such labor hours may result in non-payment. If the above Section 3 benchmarks have not been met, you will be asked to provide an explanation of the process/outreach you pursued in an effort to satisfy the Section 3 requirements.

All contractors and each of their sub-contractors are required to create a file and maintain documentation to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. All Section 3 documentation must be maintained for a time period required for records retention in accordance with applicable program regulations, and in accordance with 24 CFR § 200.334, which provides for retaining records for at least three years, as described in detail in that regulation.

Section 3 Business Concerns:

The Contractor/Subcontractor will ensure, to the greatest extent feasible, award of contracts to Section 3 eligible Businesses that provide economic opportunities to Section 3 workers residing within the MSA in which the project is located or the neighborhood of the project. You will be asked to provide the number of contracts made to Section 3 eligible businesses during the course of this project, as well if any of those companies are minority/women/disadvantaged enterprises.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Further, contractors/subcontractor's are to submit a Section 3 Plan (see sample attached) as well as the Section 3 Plan Certification by the date of contract signing.

SECTION 3 PLAN

RECIPIENTS/DEVELOPER'S NAME

NAME OF DEVELOPMENT	FUNDING SOURCE	FISCAL YEAR	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The plan will serve as the Section 3 Plan in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3) and the Section 3 provisions set forth in 24 CFR Part 75, is to ensure that employment, training and other economic opportunities generated by HUD assistance or HUD-assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those persons who are recipients of HUD assistance for housing and to Business concerns which provide economic opportunities to low- and very low-income persons.

APPLICABILITY: The Section 3 Plan applies to federal activities for housing and community development.

PURPOSE: The purpose of this Plan is to provide to the greatest extent feasible, economic opportunities to low- and very low-income persons in the form of training, employment, contracting and other economic opportunities; where the total amount of housing assistance, and community development financial assistance exceeds \$200,000 and is used for the following types of projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards through the LHCHH programs where the assistance exceeds the \$100,000 threshold).
- (ii) Housing construction; and
- (iii) Other public construction.

THRESHOLD FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These requirements apply to Housing and Community Development activities for which the amount of the assistance received from The Department of Housing exceeds \$200,000.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The numerical goals established in this section apply to the entire amount of Section 3 covered assistance awarded in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule.

Contractor/Subcontractors must track ALL labor hours worked by all workers on a Section 3 project. In order to have complied with the Section 3 requirements of the contract, you must meet or exceed the following benchmarks:

- 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
- 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. This 5% is included as part of the 25% threshold.

Contractors/Subcontractors are required to submit a detailed breakdown of these labor hours prior to project completion or the end of your contract, whichever comes first. If the Section 3 benchmarks have not been met, you will be asked to provide an explanation of the process/outreach you pursued in an effort to satisfy the Section 3 requirements.

PREFERENCE FOR SECTION 3 WORKERS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

To the greatest extent feasible, opportunities for training and employment are to be given to low and very low income persons residing in the metropolitan area, with the following order of preference followed:

- (i) First priority will be given to Section 3 workers residing within the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in Youthbuild Programs.

DOCUMENTATION OF SECTION 3 WORKERS ELIGIBILITY FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

Persons requesting consideration to the above preferences will be required to submit appropriate documentation to demonstrate their eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development, or
- Evidence of participation in the YouthBuild program.

DOCUMENTATION CERTIFYING A SECTION 3 WORKER

For a worker to qualify as a Section 3 worker, and meet the regulatory definition under 24 CFR part 75, one of the following must be maintained:

- 1) A worker's self-certification that their income is below the income limit from the prior calendar year;
- 2) A worker's self-certification of participation in a means-tested program such as a public housing or Section 8 assisted housing;
- 3) Certification from a PHA, or the Owner or property manager of a project-based Section 8 assisted housing, or the administrator of a tenant-based Section 8 assisted housing that the worker is a participant in one of their programs;
- 4) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full time basis; or
- 5) An employer's certification that the worker is employed by a Section 3 business concern.

DOCUMENTATION CERTIFYING A TARGETED SECTION 3 WORKER

For a worker to qualify as a Section 3 Targeted worker, and meet the regulatory definition under 24 CFR part 75, one of the following must be maintained:

- 1) An employer's confirmation that a worker's residence is within one (1) mile of the work site or, if fewer than 5,000 people live within one (1) mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- 2) An employer's certification that the worker is employed by a Section 3 business concern; or
- 3) A worker's self-certification that the worker is a YouthBuild participant.

THRESHOLD FOR CONTRACTING AND SUBCONTRACTING

The requirements of this section apply to contractors and subcontractors performing work on Housing and Community Development activities, for which the amount of the assistance received for the entire project exceeds \$200,000.

ELIGIBILITY OF A SECTION 3 BUSINESS CONCERN

The individual or business should identify themselves as a Section 3 Business Concern and provide the required documentation. Prospective Section 3 business concerns may self-certify, and must be able to demonstrate that they meet one of the following criteria, documented within the last 6 month period:

- 1) At least 51% owned and controlled by low- or very low-income persons;
- 2) Over 75% of the labor hours performed for the business over the prior 3 month period are performed by Section 3 workers; or
- 3) A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS

To the greatest extent feasible, the following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) Second priority will be given to participants in YouthBuild Programs.

GENERAL CONTRACTOR'S SECTION 3 PLAN CERTIFICATION

1. PROJECT NAME _____
2. GENERAL CONTRACTOR'S NAME _____
3. DEVELOPER'S NAME _____

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assistance projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

1. _____ agree to comply to the greatest extent feasible with the objectives and reporting requirements established in the Section 3 Plan developed for the above referenced project.
2. _____ agree that to the greatest extent feasible employment positions in relation to this project will be filled with Section 3 workers, Section 3 Targeted workers or Youthbuild participants.
3. _____ agree to conduct its recruitment activities in a manner consistent with the requirements established in the above stated Section 3 Plan.
4. _____ agree to include the Section 3 clause in all contracts with subcontractors regardless of contract amount, and to require the subcontractor to comply with all certification and reporting requirements.
5. _____ agree to maintain proper records to demonstrate the firm's compliance with the Section 3 Plan.
6. _____ agree to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
7. _____ agrees to award to the greatest extent feasible, to eligible Section 3 Business Concerns.

GOOD FAITH EFFORT

At a minimum the following tasks must be completed to demonstrate a good faith effort with the requirement of Section 3. The contracting party and each Contractor or subcontractor seeking to establish a good faith effort as required should be filling all training positions with persons residing in the target area.

1. Send notices of training and employment availability and subcontracting opportunities subject to these requirements, to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents and Section 3 businesses to apply.
3. Advertise bids and contracting opportunities using posting notices; DAS website; newspapers of major circulation; local business associates; industry specific organizations and through the HUD Opportunity portal.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the Contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The Contractor must certify that any employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 75.

If Federal and State dollars are combined to fund a project this Plan may be replaced by an approved Section 3 Plan as mandated by the Housing and Community Development Act of 1968, amended.

We the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party of this Plan and further pledge our commitment to adhere to the objectives of the Plan.

DEVELOPER SIGNATURE/
MUNICIPALITY SIGNATURE

DATE

TITLE

CONTRACTOR SIGNATURE

DATE

TITLE

DEVELOPER: _____

PROJECT NAME: Drainage Improvements at Fairchild Park and
Cherry Street FY23-B031

PROJECT NUMBER: _____

GENERAL CONTRACTOR: _____

SUB CONTRACTOR: _____

(a) The number of employees permanently employed in your _____ area office (or other location from which the contract will be administered) are as follows:

<u>JOB TITLE</u>	<u>TOTAL EMPLOYEES</u>	<u>RACE</u> <u>SEX</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The number of employees your area office/firm intends to employ for the work covered by this contract, by EEO category or by trade are as follows:

Total number of persons needed: _____

<u>JOB TITLE</u>	<u># NEEDED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Which of the above positions will be a training position:

JOB TITLE

**EST. LENGTH
OF TRAINING**

(c) If applicable, list construction trades you intend to use in this contract.

List type of work to be subcontracted out.

SECTION 3 BUSINESS CONCERN CERTIFICATION

Project Name: Drainage Improvements at Fairchild Park and Cherry Street FY23-B031

Developer's Name: _____

I understand that my contract with _____ (name of developer/contractor) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Plan for this project.

I certify that the firm of _____ (company's name) is **not** a Section 3 Business Concern.

I certify that the firm of _____ (company's name) is a bonafide Section 3 Business Concern and that it meets at least ONE of the following criteria, documented within the last 6 month period:

- At least 51% owned and controlled by low- or very low-income persons.
- Over 75% of the labor hours performed for the business over the prior 3 month period are performed by Section 3 workers; or
- At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

Signature of Chief Executive Officer

Date

Section 3 Worker and Targeted Section 3 Worker Self-Certification Form

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient Contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? YES NO
2. Are you a resident of the [City/County of insert name] YES NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

- | | | |
|--|--|---|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$30,001 - \$40,000 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001 - \$50,000 | |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001 - \$60,000 | |

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (refer to definition)
- Targeted Section 3 Worker (refer to definition)

Employee Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? YES NO

Is the employee a Targeted Section 3 worker based upon their self-certification? YES NO

Was this an applicant who was hired as a result of the Section 3 project? YES NO

If yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

**The Borough of Naugatuck
Section 3 Income Limits**

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for the Borough of Naugatuck
FY 2022**

Income Limits Category	FY 2022 Income Limits
Extremely Low-Income Limits (30%)	\$23,700.00
Very Low-Income Limits (50%)	\$39,450.00
Low Income Limits (80%)	\$62,600.00

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

A Section 3 worker shall demonstrate that it meets at least one of the following criteria currently or when hired within the past 5 years, as documented:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)

A Targeted Section 3 worker is a Section 3 worker who also is:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past 5 years:
 - Living within one mile of the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A Youth Build participant.

Section 3 Business Concern Certification for Contracting Form

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition).

Business Concern Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

***Certification expires within six months of the date of signature**

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

**The Borough of Naugatuck
Section 3 Income Limits
Eligibility Guidelines**

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for Borough of Naugatuck

FY 2022

Income Limits Category	FY 2022 Income Limits
Extremely Low-Income Limits (30%)	\$23,700.00
Very Low-Income Limits (50%)	\$39,450.00
Low Income Limits (80%)	\$62,600.00

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

A Section 3 worker shall demonstrate that it meets at least one of the following criteria currently or when hired within the past 5 years, as documented:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)

A Targeted Section 3 worker is a Section 3 worker who also is:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within one mile of the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A Youth Build participant.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name
do hereby certify that the _____
Company Name

Street

City

And all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



Return to:

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

Information needs to be provided below:

Date of schedule issued:

ID# on the top left of rate schedule:

**CONNECTICUT DEPARTMENT OF LABOR
DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE**

The following information is required to obtain an apprentice letter for Davis-Bacon (prevailing wage) jobs. **Please print or type. Complete one form for each apprentice to be certified.**

Section 1: Company Information:

Name: _____

Address: _____

Phone: _____ Fax: _____

Section 2: Apprentice Information:

Name: _____ SS# _____

Trade: _____

OJT hours completed by apprentice: _____ As of this date: _____

Section 3: Project Information:

Name of Project: _____

Project Location: _____

Contract or Project number: _____

***Section 4: If applicable, to be completed by apprentice supervisor (collective bargaining)**

a. Name and Local Union #: _____

b. Percentage of apprentice on wage schedule: _____

c. Date apprentice attained this percentage: _____

***Please note:** If your company is party to a collective bargaining agreement, after completing questionnaire please **forward to the local union apprentice supervisor** so that they may complete Section 4.

Mail or Fax to:

**Connecticut Department of Labor
Office of Apprenticeship Training
Davis Bacon Certification Request
200 Folly Brook Boulevard
Wethersfield, CT 06109
FAX: (860) 263-6088**

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

Sec. 46a-68j-23. Obligations of Contractors

Every Contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state anti-discrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filled a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standard of Sec. 4a- 60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commissioner may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257)	PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
---	---	---	--	---

PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report)	STATE AWARDING AGENCY:
-----------------------------------	---	------------------------

5. CONSTRUCTION TRADE (please identify)	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES		
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE						7. MINORITY PERCENT
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M
	Journey Worker Apprentice Trainee SUB-TOTAL															
	Journey Worker Apprentice Trainee SUB-TOTAL															
	Journey Worker Apprentice Trainee SUB-TOTAL															
	Journey Worker Apprentice Trainee SUB-TOTAL															
	Journey Worker Apprentice Trainee SUB-TOTAL															
	TOTAL JOURNEY WORKERS															
	TOTAL APPRENTICES															
	TOTAL TRAINEES															
	GRAND TOTAL															

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____
--	--	-----------------	------------------------

CONTRACTOR CERTIFICATION
REGARDING OSHA

This requirement was created by Public Act No. 08-83 which is codified in Section 31-536 of the Connecticut General Statutes pertaining to the prevailing wage status, and is required for public works construction projects funded in whole or in part by the State or any political subdivision of the State where the total cost of all work to be performed is at least \$100,000.

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public work project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. The ten-hour OSHA safety course pertains to the ten-hour outreach course conducted in accordance with the Federal OSHA Training Institute standards and in accordance with the Federal OSHA Standard, 29 CFR 1910.268.

I, _____, _____ of _____,
Name Title Company

hereby certifies compliance with the above statute and will demonstrate proof of completion through either:

- a) The presentation of a bona fide student course completion card issued by the Federal OSHA Training Institute; or
- b) The presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card; and

shall affix a copy of the above to the certified payroll submitted to the local contracting agency (LCA) in accordance with the Connecticut General Statutes 31-53(f) on which such employee's name first appears.

Any card with an issuance date more than five (5) years prior to commencement date of the construction project shall not constitute proof of compliance.

Signature/Title

Company

Date

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, hereinafter referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the Drainage Improvements at Fairchild Park and Cherry Street FY23-B031 Contract pertaining to the project in the Borough of Naugatuck.
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal:
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Owner), or any other person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20 ____

(Title)

My commission expires: _____

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

088-SC20-CSFD

Name of Prime Contractor

Project Number

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

1. Participation in a previous contract or subcontract:

A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
 Yes No

B. Compliance reports were required to be filed in connection with such contract or subcontract
 Yes No

C. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964 Yes No

D. If answer to item C is "No", please explain in detail on the reverse side of this certification.

2. Dollar amount of bid: \$ _____

3. Anticipated performance period _____ days.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non-segregated facilities

A. Notice to Prospective Subcontractors or Requirement for Certification of Non-segregated Facilities:

i. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the Contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

ii. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

B. Certification of Non-segregated Facilities

The federally-assisted construction Contractor certifies that he does not maintain or provide for their employees any segregated facilities at any of their establishments, and that he does not permit his employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in their files. The Contractor will include the original in their Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- Black
- Spanish American
- Oriental
- American Indian
- Eskimo
- Aleut
- White (other than Spanish American)
- Portuguese

7. The construction subcontractor certifies that he is not affiliated in any manor with the Grantee/Borrower of the federally-assisted construction

Remarks: _____

Certification: The information above is true and complete to the best of my knowledge and belief.

Subcontractor's Name and Title of signer (please print)

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Department, Agency, or Bureau)	Date
c/o	Project Number 088-SC20-CSFD
	Project Name Drainage Improvements at Fairchild Park and Cherry Street FY23-B031

1. The undersigned, having executed a contract with _____
for _____ in the amount of \$ _____

in the construction of the above-identified project, certifies that:

- a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract,
- b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-2(a)),
- c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wager Requirements, executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____
(date)

3. He certifies that:

a) The legal name and the business address of the undersigned are:

b) The undersigned is: _____

- (1) _____ A Single Proprietorship
- _____ A Partnership
- _____ A Corporation Organized in the State of _____
- _____ Other Organization (describe) _____

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Social Security No. or
Federal Employer I.D. No. _____
(Contractor)

Date: _____ BY _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever,....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

SECTION 3 - SUB CONTRACTOR REQUIREMENTS

Contractors and subcontractors, to the greatest extent feasible are to give training and employment opportunities to Section 3 workers residing within the metropolitan area (or non metropolitan county) with First priority to Section 3 workers residing within the service area or the neighborhood of the project. In addition, contractors and subcontractors, to the greatest extent feasible, are to award contracts for covered work to Section 3 business concerns that provide economic opportunities, with First priority to Section 3 workers residing within the service area or neighborhood of the project.

Any construction project funded in whole or in part by Federal Assistance in excess of \$200,000.00 is subject to the following requirements:

Training and Employment:

To the greatest extent feasible, opportunities for training and employment are to be given to low- and very low-income persons residing in the metropolitan area, with priority to those living in the service area of the project or the neighborhood in which it is located and to YouthBuild Program participants. Contractors and their sub-contractors shall conduct their routine business in a manner which will ensure compliance with the intent of Section 3.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3) and the Section 3 provisions set forth in 24 CFR Part 75. The purpose of Section 3 is to ensure that employment, training and other economic opportunities generated by HUD assistance or HUD-assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those persons who are recipients of HUD assistance for housing and to Business concerns which provide economic opportunities to low- and very low-income persons. Section 3 eligible persons are those residents from within the service area, or the neighborhood of the project, who's income is at or below 80% of median based on individual (household 1) regardless of the actual household size.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The Contractor/Subcontractor's agree to send to each labor organization or representative of workers with which they have a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment opportunities can see the notice. The notice shall describe the Section 3 preferences, job titles subject to employment opportunities, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions.

The Contractor/Subcontractor's agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor/Subcontractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor/Subcontractor's will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment and training

opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

Section 3 Reporting:

Contractor/Subcontractors must track ALL labor hours worked by all workers on a Section 3 project. In order to have complied with the Section 3 requirements of the contract, you must meet or exceed the following benchmarks:

- 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
- 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. This 5% is included as part of the 25% threshold.

You will be asked to submit a detailed breakdown of all labor hours prior to project completion or the end of your contract, whichever comes first. Failure to submit such labor hours may result in non-payment. If the above Section 3 benchmarks have not been met, you will be asked to provide an explanation of the process/outreach you pursued in an effort to satisfy the Section 3 requirements.

All contractors and each of their sub-contractors are required to create a file and maintain documentation to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. All Section 3 documentation must be maintained for a time period required for records retention in accordance with applicable program regulations, and in accordance with 2 CFR § 200.334, which provides for retaining records for at least three years, as described in detail in that regulation.

Section 3 Business Concerns:

The Contractor/Subcontractor will ensure, to the greatest extent feasible, award of contracts to Section 3 eligible Businesses that provide economic opportunities to Section 3 workers residing within the MSA in which the project is located or the neighborhood of the project. You will be asked to provide the number of contracts made to Section 3 eligible businesses during the course of this project, as well if any of those companies are minority/women/disadvantaged enterprises.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Further, contractors/subcontractor's are to submit a Section 3 Plan (see sample attached) as well as the Section 3 Plan Certification by the date of contract signing.

SECTION 3 PLAN

RECIPIENTS/DEVELOPER'S NAME

NAME OF DEVELOPMENT	FUNDING SOURCE	FISCAL YEAR	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The plan will serve as the Section 3 Plan in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3) and the Section 3 provisions set forth in 24 CFR Part 75, is to ensure that employment, training and other economic opportunities generated by HUD assistance or HUD-assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those persons who are recipients of HUD assistance for housing and to Business concerns which provide economic opportunities to low- and very low-income persons.

APPLICABILITY: The Section 3 Plan applies to federal activities for housing and community development.

PURPOSE: The purpose of this Plan is to provide to the greatest extent feasible, economic opportunities to low- and very low-income persons in the form of training, employment, contracting and other economic opportunities; where the total amount of housing assistance, and community development financial assistance exceeds \$200,000 and is used for the following types of projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards through the LHCHH programs where the assistance exceeds the \$100,000 threshold).
- (ii) Housing construction; and
- (iii) Other public construction.

THRESHOLD FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These requirements apply to Housing and Community Development activities for which the amount of the assistance received from The Department of Housing exceeds \$200,000.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The numerical goals established in this section apply to the entire amount of Section 3 covered assistance awarded in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule.

Contractor/Subcontractors must track ALL labor hours worked by all workers on a Section 3 project. In order to have complied with the Section 3 requirements of the contract, you must meet or exceed the following benchmarks:

- 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and
- 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. This 5% is included as part of the 25% threshold.

Contractors/Subcontractors are required to submit a detailed breakdown of these labor hours prior to project completion or the end of your contract, whichever comes first. If the Section 3 benchmarks have not been met, you will be asked to provide an explanation of the process/outreach you pursued in an effort to satisfy the Section 3 requirements.

PREFERENCE FOR SECTION 3 WORKERS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

To the greatest extent feasible, opportunities for training and employment are to be given to low and very low-income persons residing in the metropolitan area, with the following order of preference followed:

- (i) First priority will be given to Section 3 workers residing within the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in YouthBuild Programs.

DOCUMENTATION OF SECTION 3 WORKERS ELIGIBILITY FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

Persons requesting consideration to the above preferences will be required to submit appropriate documentation to demonstrate their eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development, or
- Evidence of participation in the YouthBuild program.

DOCUMENTATION CERTIFYING A SECTION 3 WORKER

For a worker to qualify as a Section 3 worker, and meet the regulatory definition under 24 CFR part 75, one of the following must be maintained:

- 1 A worker's self-certification that their income is below the income limit from the prior calendar year;
- 2 A worker's self-certification of participation in a means-tested program such as a public housing or Section 8 assisted housing;
- 3 Certification from a PHA, or the Owner or property manager of a project-based Section 8 assisted housing, or the administrator of a tenant-based Section 8 assisted housing that the worker is a participant in one of their programs;
- 4 An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- 5 An employer's certification that the worker is employed by a Section 3 business concern.

DOCUMENTATION CERTIFYING A TARGETED SECTION 3 WORKER

For a worker to qualify as a Section 3 Targeted worker, and meet the regulatory definition under 24 CFR part 75, one of the following must be maintained:

- 4) An employer's confirmation that a worker's residence is within one (1) mile of the work site or, if fewer than 5,000 people live within one (1) mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- 5) An employer's certification that the worker is employed by a Section 3 business concern; or
- 6) A worker's self-certification that the worker is a YouthBuild participant.

THRESHOLD FOR CONTRACTING AND SUBCONTRACTING

The requirements of this section apply to contractors and subcontractors performing work on Housing and Community Development activities, for which the amount of the assistance received for the entire project exceeds \$200,000.

ELIGIBILITY OF A SECTION 3 BUSINESS CONCERN

The individual or business should identify themselves as a Section 3 Business Concern and provide the required documentation. Prospective Section 3 business concerns may self-certify, and must be able to demonstrate that they meet one of the following criteria, documented within the last 6-month period:

- 1 At least 51% owned and controlled by low- or very low-income persons;
- 2 Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers; or
- 3 A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS

To the greatest extent feasible, the following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) Second priority will be given to participants in YouthBuild Programs.

SUBCONTRACTOR'S SECTION 3 PLAN CERTIFICATION

1. PROJECT NAME _____
2. GENERAL CONTRACTOR'S NAME _____
3. SUBCONTRACTOR'S NAME _____
4. DEVELOPER'S NAME _____

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assistance projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

1. _____ agree to comply to the greatest extent feasible with the objectives and reporting requirements established in the Section 3 Plan developed for the above referenced project.
2. _____ agree that to the greatest extent feasible employment positions in relation to this project will be filled with Section 3 workers, Section 3 Targeted workers or YouthBuild participants.
3. _____ agree to conduct its recruitment activities in a manner consistent with the requirements established in the above stated Section 3 Plan.
4. _____ agree to include the Section 3 clause in all contracts with subcontractors regardless of contract amount, and to require the subcontractor to comply with all certification and reporting requirements.
5. _____ agree to maintain proper records to demonstrate the firm's compliance with the Section 3 Plan.
6. _____ agree to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
7. _____ agrees to award to the greatest extent feasible, to eligible Section 3 Business Concerns.

GOOD FAITH EFFORT

At a minimum the following tasks, to name a few, must be completed to demonstrate a good faith effort with the requirement of Section 3. The contracting party and each Contractor or subcontractor, to the greatest extent feasible, will be filling all employment and training positions, and other economic opportunities, with Section 3 workers, Section 3 Targeted workers, and Section 3 business concerns as set forth in 24 CFR Part 75.

1. Send notices of training and employment availability and subcontracting opportunities subject to these requirements, to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents and Section 3 businesses to apply.
3. Advertise bids and contracting opportunities using posting notices; DAS website; newspapers of major circulation; local business associates; industry specific organizations and through the HUD Opportunity portal.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the Contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The Contractor must certify that any employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 75.

If Federal and State dollars are combined to fund a project this Plan may be replaced by an approved Section 3 Plan as mandated by the Housing and Community Development Act of 1968, amended.

We the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party of this Plan and further pledge our commitment to adhere to the objectives of the Plan.

DEVELOPER SIGNATURE/
MUNICIPALITY SIGNATURE

DATE

TITLE

SUBCONTRACTOR SIGNATURE

DATE

TITLE

DEVELOPER: _____

PROJECT NAME: Drainage Improvements at Fairchild Park and
Cherry Street FY23-B031

PROJECT NUMBER: 088-SC20-CSFD

GENERAL CONTRACTOR: _____

SUB CONTRACTOR: _____

- (a) The number of employees permanently employed in your _____ area office (or other location from which the contract will be administered) are as follows:

<u>JOB TITLE</u>	<u>TOTAL EMPLOYEES</u>	<u>RACE</u> <u>SEX</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (b) The number of employees your area office/firm intends to employ for the work covered by this contract, by EEO category or by trade are as follows:

Total number of persons needed: _____

<u>JOB TITLE</u>	<u># NEEDED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Which of the above positions will be a training position:

JOB TITLE

**EST. LENGTH
OF TRAINING**

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(c) If applicable, list construction trades you intend to use in this contract.

<hr/>
<hr/>
<hr/>
<hr/>

List type of work to be subcontracted out.

<hr/>
<hr/>
<hr/>
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SECTION 3 BUSINESS CONCERN CERTIFICATION

Project Name: Drainage Improvements at Fairchild Park and Cherry Street FY23-B031

Developer's Name: _____

I understand that my contract with _____ (name of developer/contractor) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Plan for this project.

I certify that the firm of _____ (company's name) is **not** a Section 3 Business Concern.

I certify that the firm of _____ (company's name) is a bonafide Section 3 Business Concern and that it meets at least ONE of the following criteria, documented within the last 6-month period:

- At least 51% owned and controlled by low- or very low-income persons.
- Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers; or
- At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

Signature of Chief Executive Officer

Date

Section 3 Worker and Targeted Section 3 Worker Self-Certification Form

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient Contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

4. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? YES NO
5. Are you a resident of the [City/County of insert name] YES NO
6. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

- | | | |
|--|--|---|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$30,001 - \$40,000 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001 - \$50,000 | |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001 - \$60,000 | |

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (refer to definition)
- Targeted Section 3 Worker (refer to definition)

Employee Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? YES NO

Is the employee a Targeted Section 3 worker based upon their self-certification? YES NO

Was this an applicant who was hired as a result of the Section 3 project? YES NO

If yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

**Borough of Naugatuck
Section 3 Income Limits
Eligibility Guidelines**

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for City of (insert locality here)
FY 22 (insert year here)**

Income Limits Category	FY 22 (enter year here) Income Limits
Extremely Low-Income Limits (30%)	\$23,700.00
Very Low-Income Limits (50%)	\$39,540.00
Low Income Limits (80%)	\$62,600.00

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

A Section 3 worker shall demonstrate that it meets at least one of the following criteria currently or when hired within the past 5 years, as documented:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)

A Targeted Section 3 worker is a Section 3 worker who also is:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within one mile of the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A Youth Build participant.

Section 3 Business Concern Certification for Contracting Form

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from *ONE* of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition).

Business Concern Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

***Certification expires within six months of the date of signature**

Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?
 NO

YES

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

The Borough of Naugatuck
Section 3 Income Limits
Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of (insert locality here)
FY 22 (insert year here)

Income Limits Category	FY 22 (enter year here) Income Limits
Extremely Low-Income Limits (30%)	\$23,700.00
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- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for housing and community development)

A Targeted Section 3 worker is a Section 3 worker who also is:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - Living within one mile of the service area or the neighborhood of the project, as defined in 24 CFR 75.5
 - A Youth Build participant.

**CONNECTICUT DEPARTMENT OF LABOR
DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE**

The following information is required to obtain an apprentice letter for Davis-Bacon (prevailing wage) jobs.
Please print or type. Complete one form for each apprentice to be certified.

Section 1: Company Information:

Name: _____

Address: _____

Phone: _____ Fax: _____

Section 2: Apprentice Information:

Name: _____ SS# _____

Trade: _____

OJT hours completed by apprentice: _____ As of this date: _____

Section 3: Project Information:

Name of Project: _____

Project Location: _____

Contract or Project number: _____

***Section 4: If applicable, to be completed by apprentice supervisor (collective bargaining)**

a. Name and Local Union #: _____

b. Percentage of apprentice on wage schedule: _____

c. Date apprentice attained this percentage: _____

***Please note:** If your company is party to a collective bargaining agreement, after completing questionnaire please **forward to the local union apprentice supervisor** so that they may complete Section 4.

Mail or Fax to:

**Connecticut Department of Labor
Office of Apprenticeship Training
Davis Bacon Certification Request
200 Folly Brook Boulevard
Wethersfield, CT 06109
FAX: (860) 263-6088**

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

Sec. 46a-68j-23. Obligations of Contractors

Every Contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state anti-discrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filled a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standard of Sec. 4a- 60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commissioner may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257)	PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
---	---	---	--	---

PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report)	STATE AWARDING AGENCY:
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5. CONSTRUCTION TRADE (please identify)	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES			
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE						7. MINORITY PERCENT	8. FEMALE PERCENT
		M	F	M	F	M	F	M	F	M	F					M	F
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	TOTAL JOURNEY WORKERS																
	TOTAL APPRENTICES																
	TOTAL TRAINEES																
	GRAND TOTAL																

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____
--	--	-----------------	---------------------

SUBCONTRACTOR CERTIFICATION
REGARDING OSHA

This requirement was created by Public Act No. 08-83 which is codified in Section 31-536 of the Connecticut General Statutes pertaining to the prevailing wage status, and is required for public works construction projects funded in whole or in part by the State or any political subdivision of the State where the total cost of all work to be performed is at least \$100,000.

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public work project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. The ten-hour OSHA safety course pertains to the ten-hour outreach course conducted in accordance with the Federal OSHA Training Institute standards and in accordance with the Federal OSHA Standard, 29 CFR 1910.268.

I, _____, _____ of _____,
Name Title Company

hereby certifies compliance with the above statute and will demonstrate proof of completion through either:

- a) The presentation of a bona fide student course completion card issued by the Federal OSHA Training Institute; or
- b) The presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card; and

shall affix a copy of the above to the certified payroll submitted to the local contracting agency (LCA) in accordance with the Connecticut General Statutes 31-53(f) on which such employee's name first appears.

Any card with an issuance date more than five (5) years prior to commencement date of the construction project shall not constitute proof of compliance.

Signature/Title Company Date

**DEPARTMENT OF HOUSING
PROJECT SIGN – SMALL CITIES PROGRAM**

8'-0"



**DRAINAGE IMPROVEMENTS AT
FAIRCHILD PARK AND CHERRY
STREET FY23-B031**



Funds Provided by the U.S. Department of Housing and Urban Development
Small Cities Program

Constructed in cooperation with the

**STATE OF CONNECTICUT
NED LAMONT, GOVERNOR**

Department of Housing
Commissioner
Seila Mosquera-Bruno

and the

**Borough of Naugatuck
N. Warren "Pete" Hess
Mayor**

Program Consultant

General Contractor

Architect/Engineer



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

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

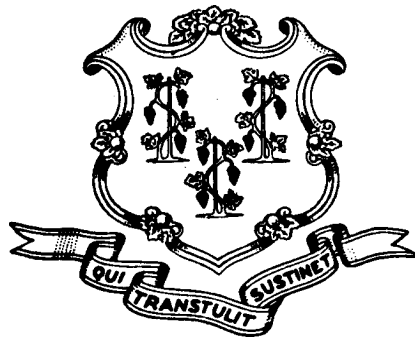
TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DOH LOGO: ATTACHED

STATE SEAL



DOH LOG



HUD Logo



SECTION K

FEDERAL AND STATE WAGE RATES

Wage Rates

The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done, and amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution, on behalf of such employee welfare fund, shall pay to each employee, as part of his wages, the amount of payment or contribution for his classification on each pay day.

The Contractor shall comply with all Federal Statutes and all Connecticut General Statutes pertaining to the payment of prevailing wages. The Contractor shall provide to the Borough weekly certified payrolls of his employees and any subcontractors employed on the work.

Schedule of State Minimum Hourly Wage Rate

Schedule of minimum hourly wage rates issued by the State of Connecticut Labor Department follows.

Schedule of Federal Minimum Hourly Wage Rates

Schedule of minimum hourly wage rates issued by the United States Department of Labor follows.

**FEDERAL
MINIMUM HOURLY WAGE RATES**

"General Decision Number: CT20230001 02/10/2023

Superseded General Decision Number: CT20220001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven, Tolland and Windham Counties in Connecticut.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023
2	02/10/2023

BRCT0001-004 01/02/2023

	Rates	Fringes
--	-------	---------

BRICKLAYER BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS.	\$ 39.92	34.47
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CARP0326-003 05/02/2022

LITCHFIELD COUNTY
Harwinton, Plymouth, Thomaston, Watertown
MIDDLESEX COUNTY
NEW HAVEN COUNTY
Beacon Falls, Bethany, Branford, Cheshire, East Haven,
Guilford, Hamden. Madison, Meriden, Middlebury, Naugatuck, New
Haven, North Branford, North Haven, Orange (east of Orange
Center Road and north of Route 1, and north of Route 1 and east
of the Oyster River), Prospect, Southbury, Wallingford,
Waterbury, West Haven, Wolcott, Woodbridge
TOLLAND COUNTY
Andover, Columbia, Coventry, Hebron, Mansfield, Union,
Willington
WINDHAM COUNTY

	Rates	Fringes
--	-------	---------

Carpenters:

CARPENTERS, PILEDRIVERS.....\$ 36.07	26.15
DIVER TENDERS.....\$ 36.07	26.15
DIVERS.....\$ 44.53	26.15

 CARP0326-014 05/02/2022

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....\$ 36.07		26.15
DIVER TENDERS.....\$ 36.07		26.15
DIVERS.....\$ 44.53		26.15

 CARP0326-017 05/02/2022

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....\$ 36.07		26.15
DIVER TENDERS.....\$ 36.07		26.15
DIVERS.....\$ 44.53		26.15
FAIRFIELD COUNTY Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stamford, Stratford, Trumbull, Weston, Westport, Wilton;		
LITCHFIELD COUNTY Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook, Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon, Torrington, Warren, Washington, Winchester, Woodbury;		
NEW HAVEN COUNTY Ansonia, Derby, Milford, Orange (west of Orange Center Road and south of Route 1 and west of the Oyster River), Oxford, Seymour;		

 * CARP1121-006 01/02/2023

	Rates	Fringes
MILLWRIGHT.....\$ 37.02		27.66

 ELEC0003-002 05/08/2008

	Rates	Fringes
Electricians FAIRFIELD COUNTY		

Darien, Greenwich, New
Canaan, Stamford.....\$ 44.75 30.42

ELEC0035-001 06/01/2022

Rates Fringes

Electricians:

MIDDLESEX COUNTY
(Cromwell, Middlefield,
Middleton and Portland);
TOLLAND COUNTY; WINDHAM
COUNTY.....\$ 41.75 3%+31.47

ELEC0090-002 06/01/2022

Rates Fringes

Electricians:.....\$ 40.60 3%+32.21

LITCHFIELD COUNTY
Plymouth Township;
MIDDLESEX COUNTY
Chester, Clinton, Deep River, Durham, East Haddam, East
Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;
NEW HAVEN COUNTY
All Townships excluding Beacon Falls, Middlebury, Milford,
Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and
Wolcott.

ELEC0488-002 06/01/2022

Rates Fringes

Electricians.....\$ 41.40 3%+31.07

FAIRFIELD COUNTY
Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield,
Monroe, New Fairfield, Newtown, Norwalk, Redding, Ridgefield,
Shelton, Sherman, Stratford, Trumbull, Weston, Westport and
Wilton.
LITCHFIELD COUNTY
Except Plymouth;
NEW HAVEN COUNTY
Beacon Falls, Middlebury, Milford, Naugatuck, Oxford,
Prospect, Seymour, Southbury, Waterbury and Wolcott

ENGI0478-001 04/03/2022

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 50.27	26.80
GROUP 2.....	\$ 49.91	26.80
GROUP 3.....	\$ 49.06	26.80
GROUP 4.....	\$ 44.42	26.80
GROUP 5.....	\$ 43.73	26.80
GROUP 6.....	\$ 43.38	26.80
GROUP 7.....	\$ 42.99	26.80
GROUP 8.....	\$ 44.86	26.80
GROUP 9.....	\$ 42.04	26.80
GROUP 10.....	\$ 39.70	26.80
GROUP 11.....	\$ 39.70	26.80
GROUP 12.....	\$ 39.63	26.80
GROUP 13.....	\$ 41.39	26.80
GROUP 14.....	\$ 38.97	26.80
GROUP 15.....	\$ 38.61	26.80
GROUP 16.....	\$ 37.66	26.80
GROUP 17.....	\$ 37.20	26.80
GROUP 18.....	\$ 36.46	26.80
GROUP 19.....	\$ 46.07	26.80
GROUP 20.....	\$ 45.71	26.80
GROUP 21.....	\$ 44.86	26.80

Hazardous waste premium \$3.00 per hour over classified rate.

- Crane with boom, including jib, 150 feet - \$1.50 extra.
- Crane with boom, including jib, 200 feet - \$2.50 extra.
- Crane with boom, including jib, 250 feet - \$5.00 extra.
- Crane with boom, including jib, 300 feet - \$7.00 extra.
- Crane with boom, including jib, 400 feet - \$10.00 extra

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over)

GROUP 2: Cranes (100 ton capacity & over) Bauer Drill/Caisson

GROUP 3: Cranes (under 100 ton rated capacity)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooter).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24'" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator, portable grout plant operator, portable water filtration plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

GROUP 19: Front end loader(7 cubic yards or over); work boat 26 ft. and over.

GROUP 20: Excavator over 2 cubic yards; pile driver(\$3.00 premium when operator controls hammer).

GROUP 21: Excavator, gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operating), rubber tire excavator (drott 1085 similar), grader operator, bulldozer finegrade (slopes shaping, laser or GPS, ect.)

IRON0015-002 06/06/2022

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 39.70	38.77

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

LAB00146-001 04/03/2022

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 32.00	24.40
GROUP 2.....	\$ 32.25	24.40
GROUP 3.....	\$ 32.50	24.40
GROUP 4.....	\$ 33.00	24.40
GROUP 5.....	\$ 33.75	24.40
GROUP 6.....	\$ 34.00	24.40
GROUP 7.....	\$ 18.00	24.40

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

LAB00146-002 04/03/2022

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 33.26	24.40
Form Erectors.....	\$ 33.59	24.40
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 33.26	24.40
Laborers Topside, Cage Tenders, Bellman.....	\$ 33.15	24.40
Miners.....	\$ 34.23	24.40
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 33.26	24.40
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 34.23	24.40
TUNNELS, CAISSON AND CYLINDER WORK IN		

COMPRESSED AIR:

Blaster.....	\$ 40.72	24.40
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 40.52	24.40
Change House Attendants, Powder Watchmen, Top on Iron Bolt.....	\$ 38.54	24.40
Mucking Machine Operator...	\$ 41.31	24.40

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

PAIN0011-001 06/01/2022

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 40.22	23.55
Brush and Roll.....	\$ 37.22	23.55
Tanks, Towers, Swing.....	\$ 39.22	23.55

PAIN0011-003 06/01/2022

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 55.00	23.75

TEAM0251-002 04/03/2022

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 31.27	28.78
2 Axle.....	\$ 31.16	28.78
3 Axle Ready Mix.....	\$ 31.33	28.78
3 Axle.....	\$ 31.27	28.78
4 Axle Ready Mix.....	\$ 31.44	28.78
4 Axle.....	\$ 31.39	28.78
Heavy Duty Trailer 40 tons		

and over.....	\$ 33.66	28.78
Heavy Duty Trailer up to 40 tons.....	\$ 32.39	28.78
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 31.44	28.78

Hazardous waste removal work receives additional \$1.25 per hour.

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**STATE OF CONNECTICUT LABOR DEPARTMENT
MINIMUM HOURLY WAGE RATES**

4c) Painters: Steel Only	39.22	23.40
4d) Painters: Blast and Spray	40.22	23.40
4e) Painters: Tanks, Tower and Swing	39.22	23.40
4f) Elevated Tanks (60 feet and above)	46.22	23.40
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)	41.4	31.07+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + 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)	47.03	34.05
----LABORERS----		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	34.0	25.59

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12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
13) Group 6: Blasters	35.25	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	25.59
Group 8: Traffic control signalmen	20.1	25.59
Group 9: Hydraulic Drills	34.25	25.59
Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	35.73	25.59 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
15) Form Erectors	35.09	25.59 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a

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17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a
Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a

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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	45.92	27.80 + a

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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	45.14	27.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + 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), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
Group 12: Wellpoint Operator.	41.61	27.80 + a
Group 13: Compressor Battery Operator.	40.92	27.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a

As of: April 24, 2023

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.1	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04 6.5% + 10.45

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

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

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

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

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.

As of: April 24, 2023

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

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

Labor Standards Compliance Requirements

Date: December 2, 1996

(Rev 1) Letter No. LR-96-01

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- Subject: Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)
- I. HUD policy on prevailing wage applicability.
 - II. Compliance and certification parameters.
 - III. Owners of businesses working with their crews.
 - IV. Owner-Operators of power equipment.
 - V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are *bona fide* subcontractors is not germane to the issue of prevailing wage standard applicability.

I. ***HUD policy on prevailing wage applicability.*** The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the U.S. Housing Act of 1937 concerning the payment of prevailing wage rates established by HUD provide that the wage protections afforded in these statutes apply to laborers and mechanics employed on the covered work. The DBA and DBRA implementing regulations (29 CFR Part 5) specifically stipulate that these protections are provided **regardless of any contractual relationship which may be alleged to exist** between the Contractor and such laborers and mechanics. Additionally, all laborers and mechanics must be paid unconditionally and not less often than once per week. HUD has followed DBA/DBRA prevailing wage parameters in its implementation, administration and enforcement of HUD-determined maintenance and nonroutine maintenance prevailing wage standards. (*NOTE: The requirement to pay weekly wages is not applicable to the payment of prevailing routine maintenance wage rates related to laborers and mechanics engaged in the operation of PHA and IHA housing developments.*)

Therefore, it is HUD policy that in all cases where laborers and mechanics are employed on Federal prevailing wage-covered construction, maintenance and nonroutine maintenance work, laborers and mechanics shall be entitled to compensation (in the case of Davis-Bacon wages, *weekly* compensation) at wage rates not less than the prevailing rate for the type of work they perform **regardless of any contractual relationship alleged to exist between a Contractor or subcontractor and such laborers or mechanics.**

The above policy statement is not a departure from previous HUD directives. The guidance presented below establishes uniform HUD-assisted program contract administration and enforcement parameters for labor standards compliance and prevailing wage certification.

II. *Compliance and certification parameters.* HUD policy clearly affords prevailing wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including Owners of businesses, sole-proprietors, partners, corporate officers, or others. This policy in no way precludes or limits any business or individual from participating in HUD-assisted construction, maintenance, or nonroutine maintenance work. The issue is not one of *eligibility*, whether such persons are permitted to work on HUD-assisted projects, but of compliance standards - what HUD will accept from contractors and subcontractors to demonstrate that proper compliance has been achieved.

In this context, this Letter establishes a HUD administrative policy that laborers and mechanics may not certify to the payment of their **own** prevailing wages **EXCEPT** where the laborer or mechanic is the Owner of a business working on the site of the work with his/her own crew. (This exception is described in detail in Paragraph III. Owner-operators of power equipment are discussed in Paragraph IV; Truck drivers are discussed in Paragraph V.)

The most frequent occurrence of self-employed workers on HUD-assisted projects involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple Owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the Contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

III. **Owners of businesses working with their crew.** Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the Owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees. Such owners need only list their name, work classification including "owner," and the daily and total hours worked. (Such owners *do not* need to list a rate of pay or amounts earned.)

IV. **Owner-operators of power equipment.** Frequently, *owner-operators of power equipment* (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly *labor* salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator.

Note: Owner-operators of power equipment, like self-employed mechanics, may not submit their own payrolls certifying to the payment of their own wages BUT must be carried on the responsible contractor's certified payroll report.

V. **Truck drivers.** As outlined earlier in this Letter, a DOL administrative policy excludes *bona fide owner-operators of trucks who are independent contractors* from DBRA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls *but* the payrolls do not need to show the hours worked or rates - only the notation "Owner-operator."

Note that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent Contractor are subject to DBRA/CWHSSA provisions in the usual manner.

This policy *does not* pertain to owner-operators of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in paragraph IV, above).

These compliance standards shall take effect immediately. Any exceptions to these standards must be approved in advance in writing by HUD Headquarters Office of Labor Relations.

Any questions concerning this *Letter* may be directed to the Office of Labor Relations at (202)708-0370 or, in the case of HUD program participants, to the HUD Field Labor Relations Staff with jurisdiction for your area.

Visit the **Office of Labor Relations** on the World Wide Web HUD Home Page

Section 5

Supplemental General Conditions

Federal Labor Standards Provisions – HUD Form 4010

Prevailing Wage Rates

Certified Payroll Report Form

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://v.vv1.v.osha.gov/fso/ote/train_in_gledcenters/fact_shed.htm I.
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

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

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

November 29, 2006

Notice

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

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

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

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

Forklift Operator:

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

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

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

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

Statute 31-55a

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

- Special Notice..

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

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

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be **posted on the Department of Labor Web page: [WFLW....c.tdol.state.ct.11.s](#). For those without internet access, please contact the division listed below.**
- **The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.**

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

♦ -- [Workplace Laws](#)

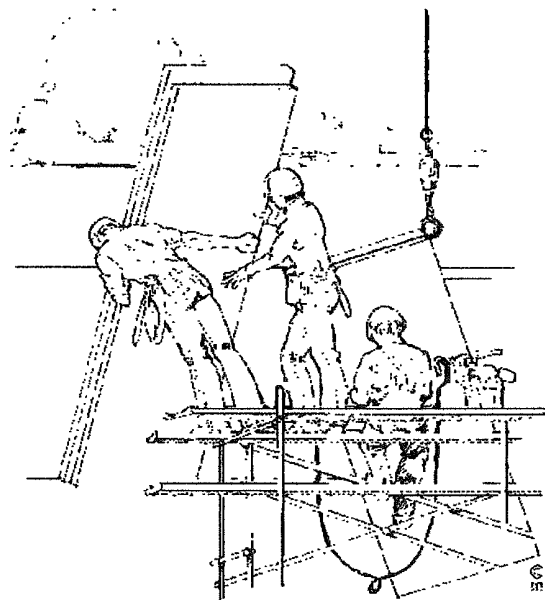
--NOTICE--

TO ALL CONTRACTING AGENCIES

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

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

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



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

*FRINGE BENEFITS EXPLANATION (P):

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____ (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

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

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

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

 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

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

 (Signature) (Title) Submitted on (Date)

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

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

NAME AND TITLE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Information Bulletin

Occupational Classifications

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **CLEANING LABORER**

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

- **DELIVERY PERSONNEL**

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

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **License required per Connecticut General Statutes: E-1,2 1.-5,6 C-5,6 T-1,2 1.-1.,2 'V-1.,2,7,8,9.*

- **ELEVATOR CONSTRUCTORS**

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

- **FORKLIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

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

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINTREMOVAL**

- **Painter's Rate**

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

- **Labore'sr Rate**

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVER**

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

For example:

Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.

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

Any questions regarding the proper classification should be directed to:

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

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

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

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

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

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

Bricklayer (Residential- Fairfield County)

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

Electricians

Fairfield County: West of the Five Mile River in Norwalk

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

SECTION L
TECHNICAL SPECIFICATIONS
/SPECIAL PROVISIONS

INDEX TO SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

NOTICE TO CONTRACTOR – CONTRACT TIME AND LIQUIDATED DAMAGES

NOTICE TO CONTRACTOR – EMERGENCY VEHICLE ACCESS

NOTICE TO CONTRACTOR – CONTRACTOR TRAINING REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

NOTICE TO CONTRACTOR – PROCUREMENT OF MATERIALS

NOTICE TO CONTRACTOR – PROTECTION AND COORDINATION OF EXISTING UTILITIES

NOTICE TO CONTRACTOR – PROJECT UTILITIES

NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS

NOTICE TO CONTRACTOR – AS-BUILT PLANS

NOTICE TO CONTRACTOR – STAGING AND LAYDOWN AREAS

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INTRODUCTION TO THE SPECIAL PROVISIONS

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 and supplements thereto dated July 2017 (otherwise referred to collectively as "Form 817") is hereby made part of this contract. The Standard Specifications as defined below shall apply to the various items of work which constitute the construction contemplated under this Contract except as amended, supplemented or replaced by the Special Provisions of this Contract and as described herein.

Within the Standard Specifications and Special Provisions of this Contract, the following definitions shall apply:

1. Standard Specifications: Shall mean the State of Connecticut Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 and supplements thereto dated July 2017.

CTDOT, District, State, Department, Commissioner: Borough of Naugatuck or its Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.

Inspector/Engineer: Engineer, Construction Manager, Inspector or other authorized representative or agent of the Owner.

Laboratory: Independent laboratory retained by the Contractor, as approved by the Borough of Naugatuck or its Engineer.

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions, and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", the State of Connecticut Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirement.
3. Items: Reference within the text of these Specifications to Items without a number but a title only, are Special Provision Items within this Contract. Sections or Articles referred to with a number refer to the Standard Specifications defined above.
4. Local Regulatory Agency(ies): is defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the Scope of this Contract. They may be as specifically defined within the Special Conditions or Special Provisions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract and should be cognizant of the limit of jurisdiction within the project area.
5. These Specifications, where used in the text of the Special Provision Items, shall mean the Special Provisions of this Contract.

Payment will only be made for items in the Bid Proposal. Other items may be included in the Standard or Technical Specifications but payment for those items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal Items may have alphanumeric designations consistent with applicable sections or articles in the Standard or Technical Specifications.

In the case of any conflicts between the Special Provisions, Plans, and Standard Specifications, the order of governance in order of descending authority shall be as follows:

1. Special Provisions, 2. Plans, 3. Standard Specifications.

NOTICE TO CONTRACTOR - CONTRACT TIME AND LIQUIDATED DAMAGES

One hundred eighty (180) calendar days will be allowed for completion of the work on this project and the liquidated damages charge to apply will be two thousand dollars (\$2,000.00) per calendar day.

NOTICE TO CONTRACTOR – EMERGENCY VEHICLE ACCESS

The Contractor is hereby notified that emergency vehicle access through the project during construction shall be maintained at all times and shall be considered a priority in terms of public safety. The State and Town will not consider delay or other claims associated with temporary work stoppage due to emergency responses.

Contact information for the Naugatuck Fire Department and Police Department:

Naugatuck Fire Department
41 Maple Street
Naugatuck, CT 06770
Phone: 203-720-7081
Emergency Calls: 911

Naugatuck Police Department
211 Spring Street
Naugatuck, CT 06770
Phone: 203-729-5222
Emergency Calls: 911

NOTICE TO CONTRACTOR – CONTRACTOR TRAINING REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53, has completed a course of at least ten hours in duration in construction safety and health approved by the Federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Proof of compliance with the provisions of the statute shall consist of a student course completion card issued by the federal Occupational Safety and Health Administration, or other such proof as deemed appropriate by the Commissioner of the Connecticut Department of Labor, dated no earlier than five years prior to the commencement of the project. Each employer shall affix a copy of the construction safety course completion card for each applicable employee to the first certified payroll submitted to the Department of Transportation on which the employee's name first appears.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

The internet website for the federal Occupational Safety and Health Training Institute is <http://www.osha.gov/fso/ote/training/edcenters>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents. All information will be submitted to the following:

Mr. James Stewart, P.E., L.S.
Director of Public Works
246 Rubber Avenue
Naugatuck, CT 06770
JStewart@naugatuck-ct.gov
Telephone: 203-720-7071

NOTICE TO CONTRACTOR – PROTECTION AND COORDINATION OF EXISTING UTILITIES

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the plans and as coordinated with the utilities. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", dial 811 or go to CBYD.com for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

Representatives of the various utility companies shall be provided access to the work, by the Contractor.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from the information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify the Engineer prior to the start of work and shall be responsible for all coordination with the Town and utility companies. The Contractor shall allow the Engineer complete access to the work.

The Contractor's attention is directed to the requirements of Section 1.07.13 – "Contractor's Responsibilities for Adjacent Property and Services".

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., water, sanitary, gas, electric ducts, communication ducts, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. There will be no separate payment for the support of existing utilities. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation, as noted above.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

Any damage to any existing private and public utility, as a result of the Contractors operations, shall be repaired to the utility's and Engineer's satisfaction at no cost to the State or the Utilities, including all materials, labor, etc., required to complete the repairs.

The Contractor shall coordinate all utility relocations with the respective utility company.

The Contractor shall notify appropriate utility companies two weeks in advance of the required valve box adjustments as shown on the plans. The contractor will be responsible for resetting the valve boxes, unless directed otherwise.

NOTICE TO CONTRACTOR – PROJECT UTILITIES

The Contractor shall notify Call-Before-You-Dig at 811 or visit www.cbyd.com at least two full working days before any excavation work is begun to request mark-out of existing utilities. The Contractor shall coordinate his construction activities with all utility companies with facilities in the area. It should be noted that utility relocations will be a significant part of this project. The Contractor should note that coordination with Frontier will be of particular importance regarding relocation of utility poles.

It is the responsibility of the Contractor to coordinate all utility relocations with the respective utility company.

Listed below are the contacts for each utility company:

1. Mr. David Moriarty
District 4 Electrical Supervisor
Department of Transportation
Southbury, Connecticut 06488
(203) 264-9590
2. Comcast of Connecticut, Inc
Mr. Jim Bitzas,
Senior Manager of Western New England
1110 East Mountain Road
Westfield, MA 01085
PHONE: (413) 562-9923 EXT: 5783252
MOBILE: (617) 279-7485
E-MAIL: jim_bitzas@cable.comcast.com
3. The Southern New England Telephone Company dba Frontier Communications of Connecticut
Ms. Lynne DeLucia
Engineering
1441 North Colony Road
Meriden, CT 06450-4101
PHONE: (203)-238-5000
MOBILE: (860) 967-4389
E-MAIL: Lynne.m.anastasio@ftr.com
4. The Connecticut Light and Power Company dba Eversource Energy–Electric Distribution
Mr. Mark E. Bonjuklian
Supervisor – Construction Engineering
626 Glenbrook Road
Stamford, CT 06906
PHONE: (203) 352-5412
E-MAIL: mark.bonjuklian@eversource.com

5. The Connecticut Light & Power Company dba Eversource Energy –
Electric Transmission
Mr. Daniel J. Garstka, Senior Engineer - Transmission Siting
56 Prospect Street
Hartford, CT 06037
PHONE: (860) 728-4533
E-MAIL: daniel.garstka@eversource.com

6. Yankee Gas Services Company dba Eversource Energy - Gas Distribution
Mr. Bret Factora
Manager Gas Engineer/GIS
47 Eagle Street
Waterbury, CT 06708
PHONE: (203) 596-3071
E-MAIL: bret.factora@eversource.com

7. The Connecticut Water Company
Mr. Daniel Lesnieski,
Infrastructure Rehabilitation Manager
25 North Road
East Windsor, CT 06088
PHONE: (860) 292-2834
E-MAIL: dlesnieski@ctwater.com

8. Naugatuck Sanitary and
Storm Sewer Mr. James
Stewart, Director of
Public Works 246
Rubber Avenue
Naugatuck, CT 06770
PHONE: (203) 720-7071
E-MAIL: jstewart@naugatuck-ct.gov

9. Naugatuck Public Works Mr. James
Stewart, Director of Public Works
246 Rubber Avenue Naugatuck, CT
06770 PHONE: (203) 720-7071
E-MAIL: jstewart@naugatuck-ct.gov

NOTICE TO CONTRACTOR – VERIFICATION OF PLAN DIMENSIONS AND FIELD MEASUREMENTS

The Contractor is responsible for verifying all dimensions before any work is begun. Dimensions of the existing structures shown on the plans are for general reference only; they are not guaranteed. The Contractor shall take all field measurements necessary to assure proper fit of the finished work and shall assume full responsibility for their accuracy. When shop drawings and/or working drawings based on field measurements are submitted for approval and/or review, the field measurements shall also be submitted for reference by the reviewer.

In the field, the Contractor shall examine and verify all existing and given conditions and dimensions with those shown on the plans. If field conditions and dimensions differ from those shown on the plans, the Contractor shall use the field conditions and dimensions and make the appropriate changes to those shown on the plans as approved by the Engineer. All field conditions and dimensions shall be so noted on the drawings submitted for approval.

There shall be no claim made against the Town by the Contractor for work pertaining to modifications required by any difference between actual field conditions and those shown by the details and dimensions on the contract plans. The Contractor will be paid at the unit price bid for the actual quantities of materials used or for the work performed, as indicated by the various items in the contract.

NOTICE TO CONTRACTOR – AS-BUILT PLANS

The Contractor shall prepare and maintain a set of drawings on which shall be recorded accurately, as the work progresses, the actual "as built" locations and dimensions of all Contractor work, indicating thereon all variations from the Contract Drawings. Prior to final acceptance, all "as-built" data shall be transferred into digital *AutoCAD 2016* format files and provided to the Borough. All geographic data must be submitted in a standard real-world coordinate system. Polygons must be snapped closed at nodes, and lines must snap to one another at nodes. All data must be thematically organized. There must be separate layers for curbing, sidewalk, road edges, road centerlines, buildings, gas, water and sewer mains, hydrants, driveways, lighting, etc. Features which contain a third dimension or elevation data (z value) must have the elevation value within the attribute data and must be part of the feature (polyline). Text must be placed in separate layers. Features must not be erased in order to accommodate the placement of text. Text layers must be thematically separate, meaning that text associated with hydrography should be placed on a single layer while text pertaining to a parcel's ID number should be placed on yet another separate layer. Features, which cross map sheets, must precisely match each other at the join line between the sheets; edge matching must be seamless.

The as-built drawings shall be included in Item No. 0980001– Construction Staking.

Final payment will not be released until the final as-built drawings have been furnished to the Borough of Naugatuck.

NOTICE TO CONTRACTOR – STAGING AND LAYDOWN AREAS

The Contractor must submit to the Engineer for review and approval any areas he intends to use for staging and laydown. In addition to review and approval by the Engineer, potential sites to be obtained by the Contractor from private owners must be submitted to the Borough of Naugatuck for approval. The Contractor must submit verification of approval by the property owner to the Engineer prior to use.

NOTICE TO CONTRACTOR – SUBMITTALS FOR IMPORTED AGGREGATES

In accordance with the requirements in these special provisions and the CT DOT Form 817, specifically the Materials Section, the contractor is hereby notified of the requirement to provide submittals which include, but may not be limited to, tests on the gradation, abrasion and soundness of the aggregate materials proposed for use on this project. The tests must be current and based on a specific source location/pile. No material shall be imported until the Engineer issues a written approval. The Contractor shall also provide testing and documentation of the imported and stockpiled material to confirm consistency with the approved submittals and compliance with these specifications.

NOTICE TO CONTRACTOR – DUST CONTROL

The Contractor is responsible for controlling air pollution at all times during work of this contract, 24 hours a day, 7 days per week, including non-working hours, weekends and holidays.

The Contractor shall comply with all State and Federal regulations pertaining to dust control. Particular attention shall be made to the Regulations of Connecticut State Agencies Section 22a-174-18a, b “Control of Particulate Emissions.”

The contractor shall submit a dust control plan to the Engineer within 30 days after the Award of the Contract. The dust control plan shall include contact information for the responsible individual(s) from the contractor (24-hour availability) who have authority to implement necessary controls. The plan should detail dust control procedures for anticipated activities that may typically generate dust (ex. Jack hammering, saw-cutting pavement, haul roads, material storage sites, etc.)

The cost for the dust control submittal associated with this “Dust Control” notice shall be included in the general cost of the contract. Payment for the application of dust control items included in the Contract will be under those respective items.

NOTICE TO CONTRACTOR – BEST MANAGEMENT PRACTICES FOR THE PROTECTION OF THE ENVIRONMENT

The Contractor's operations must be performed in a manner such that impacts to the environment, particularly wetland areas, are limited in accordance with the State of Connecticut Department of Energy and Environmental Protection and local regulatory agencies. The following must be adhered to:

1. No construction shall proceed until proper sedimentation and erosion control methods have been installed as the sequence of construction necessitates.
2. No equipment, materials, or machinery shall be stored, cleaned, or repaired within fifty (50) feet of any wetland or watercourse.
3. No objectionable materials resulting from any clearing activity shall be disposed of in any wetland or watercourse. This includes but is not limited to: stumps, tree roots, matted roots, wood chips, and other debris.
4. Fording of streams with equipment shall be prohibited unless specified elsewhere. DEP approval will be required for any haul road or temporary structure placed in wetlands or watercourses other than those shown on the plans.
5. No fill or material shall be deposited in surrounding wetlands or watercourses unless shown on the plans.
6. Where dewatering is necessary, the pump shall not discharge directly into the wetland or watercourse. Proper methods and devices shall be utilized, such as pumping the water into a temporary sedimentation basin or sediment chamber, providing surge protection at the inlet and the outlet of pumps, or floating the intake of the pump, or other method to minimize and retain the suspended solids. If the pumping operation is causing turbidity problems, said operation shall cease until such time as feasible means of controlling turbidity are determined and implemented.
7. Cofferdams and other measures such as bank stabilization shall be of minimal size. In all cases, such installations shall not cause flooding or increase scouring potential.
8. Work within and adjacent to watercourses shall be conducted during periods of low flow (or low tide), whenever possible. The applicant shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation, or turbidity. During storms, every effort shall be taken to secure the work site.

9. All temporary fill, such as that used for permitted access roads and/or cofferdams, shall be properly stabilized during use to prevent erosion, and, when no longer needed, must be disposed of at an upland site, and suitably contained to prevent turbid runoff from re-entering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours, and revegetated with suitable vegetation. The area/extent of temporary fill or excavation shall be minimized to that area necessary to perform the required work.
10. Dumping of oil or other deleterious materials on the ground is forbidden. The applicant shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. Hazardous Materials absorbent pads shall be stored on-site throughout the duration of the project. All oil spills shall be reported immediately to the DEP/Hazardous Materials office at 860-424-3338. Failure to do so may result in the imposition of a fine under Section 22a-450 of the Connecticut General Statutes.
11. Every precaution shall be used while working in the vicinity of a waterway to prevent and minimize degradations of the existing water quality. All activities shall conform and be at all times consistent with applicable water quality standards and management practices of the Federal Clean Water Act (1972), Connecticut's Water Quality Standards and other applicable State Laws, and as defined in Form 817, Section 2.10.
12. All work shall be performed in accordance with local inland wetland and watercourses regulations suggested under the permit granted.

ITEM #0201001A - CLEARING AND GRUBBING Project Area 1

ITEM #0201002A - CLEARING AND GRUBBING Project Area 2

ITEM #0201003A - CLEARING AND GRUBBING Project Area 3

All of the provisions of Section 2.01 of the Standard Specifications shall apply as amended or supplemented by the following:

Article 2.01.01 - Description: Add the following:

In addition, the Contractor shall remove all miscellaneous debris, including garbage/ trash/ rubbish, as directed by the Engineer. This item shall also include the removal and resetting of mailboxes; removal and/or resetting of fences; removal and resetting of landscape edging; removal and reinstallation of plants; new mulch where existing mulch is disturbed; protection of landscape beds, shrubs and existing trees, all as shown on the plans or directed by the Engineer. This item shall also include the removal of bituminous concrete or concrete sidewalk outside the limits of proposed concrete sidewalk, where turf is to be established.

All material shall be disposed of offsite by the Contractor in a proper manner in accordance with current regulatory standards and in legally acceptable disposal areas at no additional cost to the Owner.

The resetting of iron pins and/or monuments disturbed by construction activities shall also be included in this item and shall be reset by a Connecticut licensed surveyor.

Two weeks prior to the start of any clearing operations the contractor shall notify the Engineer in writing.

Article 2.01.05 - Basis for Payment: Add the following:

All costs incidental to the work included in the “Description” section above shall be included in the lump sum price for “Clearing and Grubbing”.

<u>Description</u>	<u>Unit</u>
Clearing and Grubbing	LS

ITEM #0202451A - TEST PIT

Description:

The Contractor shall excavate test pits to locate or examine utilities, subsurface structures, soils, groundwater, drains, pipes, rock, or any other obstacles or conditions when ordered by the Engineer or indicated on the Contract Drawings.

The Contractor shall notify the Engineer when test pits will be made in a specific area, for any purpose.

This work shall include sawcutting of bituminous concrete pavement (if required), excavation of material, satisfactory stockpiling or disposal of surplus or unsuitable material, backfilling and compaction, and placement of temporary pavement patch (if required). Work shall be done in conformance with all applicable safety codes and applicable sections of these specifications.

Construction Methods:

Unless otherwise specified, the Contractor shall dig the test pits as indicated on the Contract Drawings or as directed by the Engineer, and notify the Engineer of the results prior to the start of ANY excavation work. The Contractor shall notify the Engineer of any conflicts which may require design revisions, relocations and/or adjustment. No work shall be started within these areas of conflict until authorized by the Engineer.

For test pits in the existing paved road, the pavement shall be neatly sawcut prior to digging the test pits. Test pits shall be a minimum of 2 ft. x 2 ft. for shallow (2-3 ft. deep) utilities and a maximum of 6 ft. x 10 ft. for deep (8-10 ft. deep) or hard to find utilities. All material except pavement removed from the test pit shall be used to backfill the test pit after the subsurface conditions have been measured and verified. The top two inches of test pits in the paved roadway shall be repaved with Class 2 bituminous concrete that has been thoroughly compacted to match the existing road grade, unless otherwise approved by the Engineer.

Test pit excavations shall have neat, clean-cut and vertical sides; hand-digging shall be employed when required by the Engineer. Excavation of test pits shall be accomplished by such means as are required to ensure that any underground utilities or structures may be encountered are not damaged. It shall be the Contractor's sole responsibility for any damages incurred during the excavation operations. Any such damages shall be repaired or replaced by the Contractor (if permitted) to the satisfaction of the Engineer at the Contractor's own expense. Where the repair and/or replacement must be done by the Owner, any and all costs thereof shall be borne by the Contractor.

Protect each pit with steel plates, other coverings, fences, barriers or other appropriate materials as deemed necessary. Do not backfill test pits until authorized. Compact backfill materials to 95% to the subgrade elevation or as otherwise directed. The surface of the test pit area shall be restored as directed by the Engineer.

The Contractor shall measure and record the sizes, configurations, exact horizontal and vertical locations of all utilities, pipes or other obstacles uncovered in the various pits dug under this section. Existing utility information determined by the test pits shall be added to the as-built drawings.

Method of Measurement:

Test pits shall be measured by the number of test pits excavated, as directed by the Engineer. The volume of material excavated or time required to dig test pits, the sawcutting of bituminous concrete pavement, and the placement of temporary pavement patch shall not be measured for payment, but the cost thereof shall be included in the contract unit price for this item.

Basis of Payment:

This work will be paid for at the contract unit price per each excavated "Test Pit", which price shall include excavation, sheeting, shoring, dewatering, disposal of unsuitable or excess material, compacted backfill, bituminous pavement, sawcutting, pavement repair, all utility costs, all equipment , tools, labor, and work incidental thereto.

<u>Description</u>	<u>Unit</u>
Test Pit	EA

ITEM #0219012A – SEDIMENTATION CONTROL AT CATCH BASIN

ITEM #0219013A – SEDIMENTATION CONTROL AT CATCH BASIN

Description: This work shall consist of furnishing, installing, cleaning, maintaining and removing sedimentation control at catch basins at the locations and as shown on plans and as directed by the engineer.

Materials:

The sediment control device shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread. The sediment control device shall be manufactured by one of the following or an approved equal:

Siltsack®

SI Geosolutions:

www.sigeosolutions.com

(800)621-0444

Dandy Sack™

Dandy Products Inc.

P.O. Box 1980

Westerville, Ohio 43086

Phone: 800-591-2284

Fax: 740-881-2791

Email: dlc@dandyproducts.com

Website: www.dandyproducts.com

FLeXstorm Inlet Filters

Inlet & Pipe Protection

24137 W. 111th St - Unit A

Naperville, IL 60564

Telephone: (866) 287-8655

Fax: (630) 355-3477

The sediment control device will be manufactured to fit the opening of the catch basin or drop inlet. The sediment control device will have the following features: two dump straps attached at the bottom to facilitate the emptying of sack and lifting loops as an integral part of the system to be used to lift sack from the basin. The sediment control device shall have a restraint cord approximately halfway up to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sediment control device should be emptied. Once the strap is covered with sediment, the sediment control device should be emptied, cleaned and placed back into the basin.

Construction Methods:

Installation, removal, and maintenance shall be per manufacturer instructions and recommendations.

Method of Measurement: Sedimentation Control at Catch Basin will be measured as each installed, cleaned, maintained, accepted, and removed. There will be no separate measurement for maintenance or replacement associated with this item.

Basis of Payment:

Sedimentation Control at Catch Basin will be paid for at the contract unit price each complete in place and accepted, which price shall include all materials, equipment, tools, and labor incidental thereto.

<u>Description</u>	<u>Unit</u>
Sedimentation Control at Catch Basin	Ea.

ITEM #0406002A – PAVEMENT REPAIR (5-inch) Project Area 2
ITEM #0406003A – PAVEMENT REPAIR (5-inch) Project Area 3

Description:

Pavement Repair Work under this item shall consist of placing pavement as the final restoration along the roadway after the “new Drainage system” are in place and backfilled and accepted as shown on the plans or as directed by the Engineer. The work for this item includes saw cutting, removal of existing or temporary pavement, sidewalk and curbing, excavation, formation of subgrade, backfilling, disposal of surplus material, processed aggregate base, tack coat, bituminous concrete pavement, grading, and compaction.

Materials:

Bituminous concrete shall conform to the provisions of Section 4.06 and Article M.04 of the Standard Specifications.

Material for Tack Coat shall conform to the provisions of Section 4.06 and Article M.04 of the Standard Specifications.

Processed Aggregate Base shall conform to the provisions of Section 3.04 and Article M.05.01 of the Standard Specifications.

Construction Methods:

Excavation and grading shall be performed in accordance with the provisions of Article 2.02.03 of the Standard Specifications.

Processed Aggregate Base shall be placed and compacted in accordance with Section 3.04.03 of the Standard Specifications.

Bituminous concrete courses shall be constructed in accordance with the provisions of Article 4.06.03 of the Standard Specifications.

Method of Measurement:

The quantity of pavement repair shall be the actual square yards of final restoration completed and accepted as shown on the plans and details or as directed by the Engineer.

Basis of Payment:

Payment for this item will be made at the contract unit price per square yard for “Pavement Repair (4 inch),” completed and accepted, which shall include saw cutting, removal of existing pavement, sidewalk and curbing, excavation, formation of subgrade, backfilling, disposal of surplus material, processed aggregate base, tack coat, bituminous concrete pavement, grading,

compaction, and all equipment, tools, labor, and materials incidental thereto.

Pay Item

SY

Pay Unit

Pavement Repair (5-inch)

SY

- ITEM #0507442A – TYPE “C” CATCH BASIN 72” Round Structure**
- ITEM #0507443A – TYPE “C” CATCH BASIN 72” Round Structure**
- ITEM #0507467A- TYPE “C” CATCH BASIN**
- ITEM #0507602A – 72” DRAINAGE MANHOLE**
- ITEM #0507603A – 72” DRAINAGE MANHOLE**
- ITEM #0507604A – 60” DRAINAGE MANHOLE**
- ITEM #0507605A – 96” DRAINAGE MANHOLE**

All of the provisions of Section 5.07 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

5.07.01 – Description: Add the following:

The items shall also include the removal and legal, off-site disposal of existing catch basins. Additionally, This work shall include any modifications to structures necessary to set the new top and to complete the connection of new storm drainage pipe to existing catch basins to accommodate inverts and grate elevations shown on the plans. This item shall include the cost of Trench Excavation. There will be no measurement or direct payment for excavation, but the cost of this work shall be considered as included in the general cost of the work.

5.07.04 – Method of Measurement: Replace with the following:

This work shall be measured for payment per each TYPE “C” CATCH BASIN 72” Round Structure, TYPE “C” CATCH BASIN, 72” DRAINAGE MANHOLE, 60” DRAINAGE MANHOLE, 48” DRAINAGE MANHOLE furnished and installed, and accepted by Engineer.

5.07.05 – Basis of Payment: Replace with the following:

The cost for this work shall be paid for at the contract unit price per each TYPE “C” CATCH BASIN 72” Round Structure, TYPE “C” CATCH BASIN, 72” DRAINAGE MANHOLE, 60” DRAINAGE MANHOLE, 48” DRAINAGE MANHOLE, furnished and installed, and accepted by Engineer. Included in the cost of this work shall be removal and disposal of existing catch basin tops, complete installation of new catch basins and catch basin tops, pipe or connectors necessary to complete connections of the new storm pipe to existing catch basins and all equipment, tools labor and materials incidental thereto.

<u>Pay Item</u>	<u>Unit</u>
TYPE “C” CATCH BASIN 72” Round Structure	Ea.
TYPE “C” CATCH BASIN	Ea.
72” DRAINAGE MANHOLE	Ea.
60” DRAINAGE MANHOLE	Ea.
96” DRAINAGE MANHOLE	Ea.

ITEM #0651061A – 60” RC PIPE
ITEM #0651042A – 48” RC PIPE
ITEM #0651043A – 48” RC PIPE
ITEM #0651012A – 15” RC PIPE
ITEM #0651013A – 15” RC PIPE

All of the provisions of Section 6.51 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

6.51.01– Description: Modify with the following:

The items shall also include the removal and legal, off-site disposal of existing drainage structures and culvers. Additionally, This work shall include any modifications to existing culvers to abandon in place as designated by the engineer.

This item shall include the cost of “Trench Excavation” Section 2.05, There will be no measurement or direct payment for Trench excavation, but the cost of this work shall be considered as included in the general cost of the work.

This item shall include the cost of “Cut Bituminous Concrete Pavement” and “Removal of Concrete Pavement” Section 2.02, There will be no measurement or direct payment for cutting of bituminous concrete pavement, or but the cost of this work shall be considered as included in the general cost of the work.

This item shall include the cost of “Removal of Concrete pavement” Section 2.02, There will be no measurement or direct payment for removing concrete pavement, but the cost of this work shall be considered as included in the general cost of the work.

This item shall include the cost of “Bedding Material” Section 6.51 There will be no measurement or direct payment for Bedding Material, but the cost of this work shall be considered as included in the general cost of the work.

5.07.06 – Method of Measurement: Modify with the following:

There will be no measurement or direct payment for “Trench Excavation” Section 2.05, but the cost of this work shall be considered as included in the general cost of the work.

There will be no measurement or direct payment for “Cut Bituminous Concrete Pavement” and “Removal of Concrete Pavement” Section 2.02 the cost of this work shall be considered as included in the general cost of the work.

There will be no measurement or direct payment for “Removal of Concrete pavement” Section 2.02, but the cost of this work shall be considered as included in the general cost of the work.

There will be no measurement or direct payment “Bedding Material” Section 6.51 but the cost of this work shall be considered as included in the general cost of the work.

5.07.07 – Basis of Payment: modify with the following:

This work will be paid for as follows:

1. New Pipe Culverts and Pipe-Arch Culverts will be paid for at the Contract unit price per linear foot for pipe or pipe-arch of the type and size specified, complete in place, including all materials, equipment, tools and labor incidental thereto.

<u>Pay Item</u>	<u>Unit</u>
60” RC PIPE	LF
48” RC PIPE	LF
15” RC PIPE	LF

ITEM #0913002A –6’ Vinyl Fence

All of the provisions of Section 9.13 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Materials:

The Vinyl fence shall be Illusions Classic Series White V300 Solid Privacy Fence. 6’ high X 8’ Post Caps shall be V55NE New England. Or Equal. Other materials shall conform to Section 9.13.02 of the Standard Specifications.

The Chain like Fence materials shall be reuse as approved by the engineer. Any damage or unusable materials shall be replaced with materials meeting all provisions of Section 9.13 of the Standard Specifications.

Construction Methods:

Vinyl Fence- All construction shall conform to the manufacture’s recommendations. Post holes shall be 12” in diameter and 36” to 42” deep). Concrete footings shall extend a minimum of 4 inches below the bottom of the post. All tops of concrete footings shall be crowned to shed water. When ledge rock is encountered, the posts shall be set in 6 inch minimum diameter holes drilled into rock to a minimum 12 inches deep and shall be grouted in correct position.

Remove and Replace Chain link fence- All of the provisions of Section 9.13.03 of the Standard Specifications shall apply

Basis of Payment:

6’ Vinyl Fence work will be paid for at the Contract unit price per linear foot for "6’ Vinyl Fence of the height specified, complete in place, which price shall include all materials, equipment, tools, excavation, backfill, concrete, grout, disposal of surplus material and labor incidental thereto.

Removal and replace chain link fence work will be paid for at the Contract unit price per linear foot for "Chain Link Fence" of the height specified, complete in place, which price shall include all materials, equipment, tools, excavation, backfill, concrete, grout, disposal of surplus material and labor incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
6’ Vinyl Fence	LF
Remove and Replace Chain Link Fence	LF

ITEM #0921005A –CONCRETE SIDEWALK RAMP

ITEM #0921006A –CONCRETE SIDEWALK RAMP

All of the provisions of Section 9.21 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Materials:

Shall conform to Section 9.21.02 of the Standard Specifications.

Detectable Warning Strips:

Detectable Warning Strips as required for handicap ramps shall be included in this item. This work will not be measured for payment, but the cost shall be considered as included in the price bid for the ramp.

Construction Methods:

Shall conform to Section 9.21.04 of the Standard Specifications.

Basis of Payment:

Shall conform to Section 9.44.05 of the Standard Specifications.

Pay Item

Furnishing and Placing Topsoil

Pay Unit

S.Y.

ITEM #0944001A –FURNISHING AND PLACING TOPSOIL

ITEM #0944002A –FURNISHING AND PLACING TOPSOIL

ITEM #0944003A –FURNISHING AND PLACING TOPSOIL

All of the provisions of Section 9.44 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Materials:

Shall conform to Section 9.44.02 of the Standard Specifications.

Construction Methods:

Shall conform to Section 9.44.03 of the Standard Specifications.

Limits of Payment:

Payment limits shall be as directed by the Engineer of his designated representative not to exceed the limit off project easements.

Basis of Payment:

Shall conform to Section 9.44.05 of the Standard Specifications.

Pay Item

Furnishing and Placing Topsoil

Pay Unit

S.Y.

ITEM #0950040A - CONSERVATION SEEDING FOR Pond

Description: The work included in this item shall consist of providing an accepted stand of established conservation grasses by furnishing and placing seed as shown on the plans, permits, or as directed by the Engineer within the pond site or other areas when required.

Materials: All conservation grass mixture sources shall be locally obtained within the Northeast USA (New England, New York, Pennsylvania, New Jersey, Delaware, or Maryland) in order to preserve and enhance the diversity of native conservation grass species.

Three qualified conservation seed mixtures are detailed below:

1. **New England Conservation/Wildlife Mix**, New England Wetland Plants, Inc. 820 West Street Amherst, MA 01002, or equal. Rate shall be 1 pound PLS per 1,750 sq. ft.
2. **5311 Conservation Mix**, Ernst Conservation Seeds, Inc. 8884 Mercer Pike, Meadville, PA 16335, or equal. Rate shall be 3-5 pound PLS per 1,000 sq. ft.
3. **Vermont Conservation and Wildlife**, Vermont Wetland Plant Supply, LLC, P.O. Box 153, Orwell, VT 05760, or equal. Rate shall be 1 pound PLS per 2,180 sq. ft.

Fertilizer, if required, shall meet the requirements of Article M.13.03.

Mulch shall meet the requirements of Article M.13.05.

Erosion control matting shall be bio-degradable and meet the requirements of Article M.13.09.

All conservation seed mixture sources shall be reviewed and approved by the Engineer in advance of purchase and prior to application.

The Materials Certificate for all seed mixtures shall have a statement that certifies that the seed mixture does not include any invasive species pursuant to Connecticut General Statutes Sec. 22a-381d or any State Threatened or State Endangered species pursuant to Connecticut General Statutes Sec. 26-303. The seed tags from the bags are to be removed by the Engineer upon delivery and attached to the Materials Certificate. Seeding shall not occur if these requirements are not met.

All approved seed mixtures shall be obtained in sufficient quantities to meet the pure live seed (PLS) application rates as determined by the seed analysis of the mixture.

Construction Methods: Construction methods shall be those established as agronomically acceptable and feasible and shall be approved by the Engineer. The methods described in Article 9.50.03 shall be amended as follows:

Conservation seeding for slopes for wetland mitigation Site(s): Seeding shall occur during the

fall season immediately following construction of the pond Site.

If seed is purchased in bulk rather than by PLS, the rate of application must be adjusted to meet the required PLS seeding rate. This seeding rate shall be increased by the appropriate percentage as determined by the following formula based off of the information provided on the seed tags at delivery.

$$(\text{Germination Percentage} \times \text{Purity Percentage}) / 100 = \text{Percentage PLS}$$

The Engineer will verify that the seed is applied at a rate that will allow for 100 percent PLS. Mowing will not be allowed within areas that are seeded with conservation seed mix, unless authorized by the Engineer.

Method of Measurement: This work will be measured for payment by the number of square yards of surface area of accepted established conservation grasses as specified.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for "Conservation Seeding for Slopes," which price shall include all materials, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 50% may be made for work completed, but not accepted. Full payment shall not be made until the area has been accepted by the Engineer.

Pay Item	Pay Unit
Conservation Seeding for Slopes	s.y.

ITEM #0950011A –TURF ESTABLISHMENT-LAWN

ITEM #0950012A –TURF ESTABLISHMENT-LAWN

ITEM #0950013A –TURF ESTABLISHMENT-LAWN

All of the provisions of Section 9.50 of the Standard Specifications shall apply, except as amended and/or supplemented herein:

Materials:

Revise as follows:

The materials for this work shall conform to the requirements of Section M.13 *except that the Seed Mixtures in M.13.04 shall be replaced with the following Seed Mixture:*

<u>Percent by Weight</u>	<u>Common Name</u>	<u>Scientific Name</u>
25	<i>Abbey Kentucky Bluegrass</i>	<i>Poa pratensis</i>
15	<i>Envicta Kentucky Bluegrass</i>	<i>Poa pratensis</i>
15	<i>Ambrose Chewing Fescue</i>	<i>Festuca rubra</i>
20	<i>Manhattan Ryegrass</i>	<i>Lolium perenne</i>
25	<i>Pennlawn Red Fescue</i>	<i>Festuca rubra</i>

Construction Methods:

Shall conform to Section 9.50.03 of the Standard Specifications. Rate of application shall be 225 lbs per acre.

Basis of Payment:

Shall conform to Section 9.50.04 of the Standard Specifications.

<u>Pay Item</u>	<u>Pay Unit</u>
Turf Establishment – Lawn	S.Y.

ITEM NO. 0971002A – MAINTENANCE AND PROTECTION OF TRAFFIC

ITEM NO. 0971003A – MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 – Description: supplemented by the following:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

The Contractor shall maintain and protect traffic in accordance with the current edition of "The Manual on Uniform Traffic Control Devices (MUTCD), Part VI", The portions of streets over which traffic is maintained shall be kept in such condition that traffic will be safely and adequately accommodated. Sidewalks outside the limits of construction are to be kept free of excavated materials, tool, machinery and other subjects that will impede or endanger pedestrian traffic.

The Contractor shall furnish erect, light and maintain such signs, barricades, barrels, flashers and warning lights as needed or directed by the Engineer, for the regulation and protection of traffic and pedestrians. Such signs, barricades, barrels, flashers, and warning lights shall be used to safely and adequately keep pedestrians, including handicapped persons, and vehicles from equipment, materials, obstacles, excavations, and newly constructed structures. There shall be no addition payment for these items.

"Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing, Traffic Cones, and Drums as per Section 9.78 of form 817, There shall be no addition payment for these items.

"Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing, Construction Signs as per Section 12.20 of form 817, There shall be no addition payment for these items.

The Contractor shall sweep areas as required and/or directed by the Engineer.

At no time, unless otherwise approved by the Engineer, shall the Contractor close or cause to be closed any portion of roadways beyond what is stipulated herein, or on the plans, as necessary to perform the work.

The Contractor shall be required to provide and/or relocate any required roadway safety measures (e.g. Construction Barricades, Traffic Cones, Drums, etc.) as shown on the plans or as directed by the Engineer or Town. The costs for these measures will be measured and paid for under those specific contract items.

Project Roads

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction. Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be permitted to maintain and protect at least

an alternating one-way traffic operation on a paved travel path not less than 11 feet in width. The length of the alternating one-way traffic operation shall not exceed 300 feet.

The Contractor shall be allowed to halt traffic for a period of time not to exceed 10 minutes for the purpose of performing necessary work, including installing transverse drainage runs and utility relocations, with the approval of the Engineer, between the hours of 9:00 a.m. and 3:00 p.m. If more than one 10-minute period is required, the Contractor shall allow all stored vehicles to proceed through the work area prior to the next stoppage.

Commercial and Residential Driveways

The Contractor shall maintain access to and egress from all commercial and residential driveways throughout the project limits unless the Contractor has first negotiated alternate arrangements with the property owners or business proprietors or as otherwise noted on the plans. All driveways shall be accessible to delivery trucks at all times throughout construction. Driveway construction shall be coordinated with the property owners. At a minimum, temporary graded surfaces shall consist of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer. The Contractor will be allowed to close said driveways to perform the required work during those periods when the businesses are closed, unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure. The cost for installation and maintenance of all such temporary access shall be included in the Maintenance and Protection of Traffic item. If temporary access is to be provided longer than five days, then a temporary bituminous concrete driveway will be installed in accordance with the specifications and paid for under "Maintenance and Protection of Traffic".

Article 9.71.03 - Construction Method: supplemented as follows:

General

The Contractor is required to delineate any raised structures within the travel lanes, so that the structures are visible day and night, unless there are specific contract plans and provisions to temporarily lower these structures prior to the completion of work.

When the installation of all intermediate courses of bituminous concrete pavement is completed for the entire roadway, the Contractor shall install the final course of bituminous concrete pavement.

If applicable, when an existing sign is removed, it shall be either relocated or replaced by a new sign during the same working day.

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

The field installation of a signing pattern shall constitute interference with existing traffic operations

and shall not be allowed, except during the allowable periods.

Existing Signing

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

Requirements for Winter

The Contractor shall schedule a meeting with representatives from the Department including the offices of Maintenance and Traffic, and the Borough to determine what interim traffic control measures the Contractor shall accomplish for the winter to provide safety to the motorists and permit adequate snow removal procedures. This meeting shall be held prior to October 31 of each year and will include, but not be limited to, discussion of the status and schedule of the following items: lane and shoulder widths, pavement restoration, traffic signal work, pavement markings, and signing.

Signing Patterns

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory.

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

TRAFFIC CONTROL PATTERNS

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control

pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

PLACEMENT OF SIGNS

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area.

TABLE I – MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

SECTION 1. WORK ZONE SAFETY MEETINGS

- 1a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.

- 1b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:
- Review Project scope of work and time
 - Review Section 1.08, Prosecution and Progress
 - Review Section 9.70, Trafficpersons
 - Review Section 9.71, Maintenance and Protection of Traffic
 - Review Contractor's schedule and method of operations.
 - Open discussion of work zone questions and issues
 - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas
- 2.a) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.
- 2.b) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS

- 3.a) Lane Closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
 - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
 - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advance warning signs

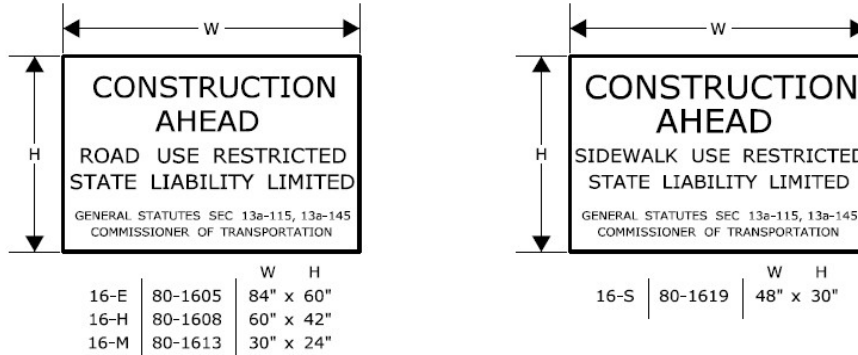
and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advance warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 5 and traffic shall be allowed to resume their normal travel.

- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.

SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.
- 6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

SERIES 16 SIGNS



THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE, SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

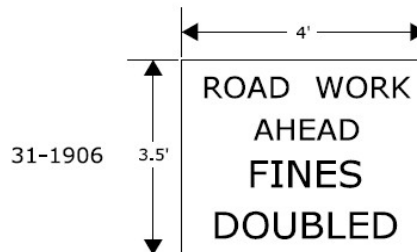
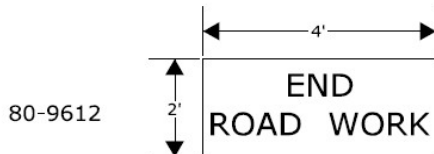
REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

"END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN
REQUIRED SIGNS

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm

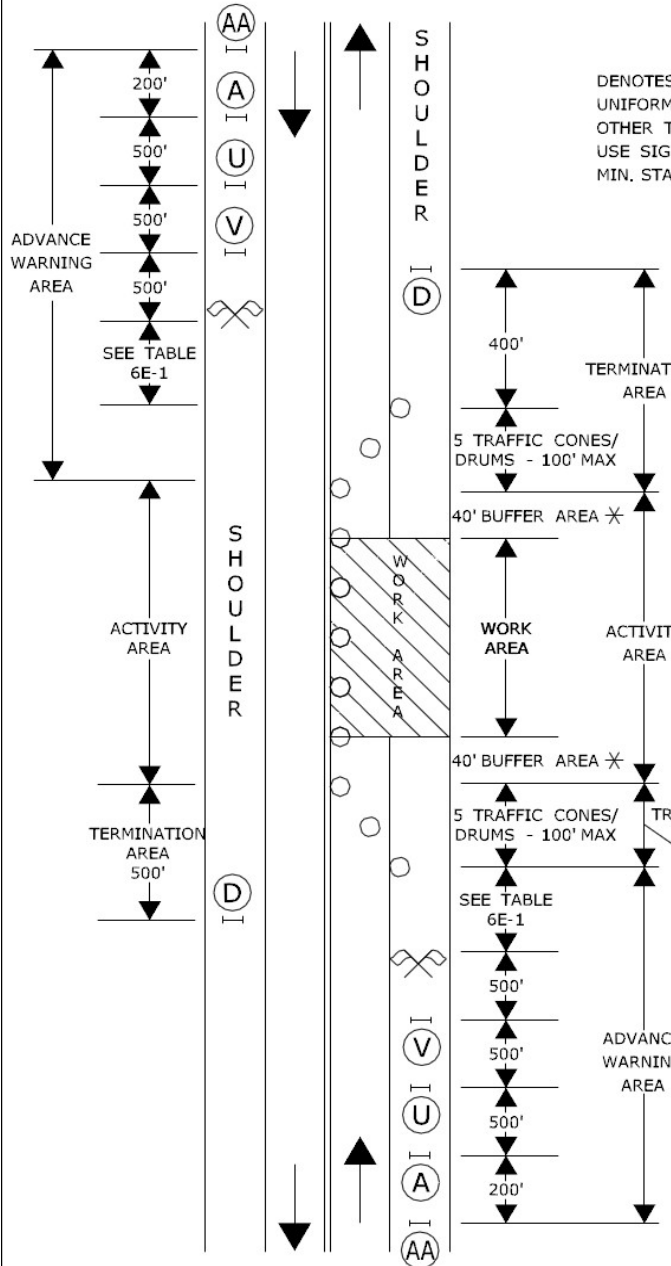


SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN NOTES

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)



DENOTES APPROXIMATE LOCATION OF
UNIFORMED FLAGGER. TRAFFICPERSON
OTHER THAN POLICE OFFICERS SHALL
USE SIGN 80-9950 MOUNTED ON A 6'
MIN. STAFF.

FROM THE MUTCD
(2009 EDITION)
Table 6E-1 Stopping Sight Distance
as a Function of Speed.

Speed (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495

- (D) 80-9612
4' x 2' END ROAD WORK
- 80-9950
SIDE A SIDE B
19" STOP SLOW
- (V) 80-9803
3' x 3' FLAGGER
- (U) 80-9834
3' x 3' ONE LANE ROAD AHEAD
- (A) 80-9603
3' x 3' ROAD WORK AHEAD
- (AA) 31-1906
4' x 3.5' ROAD WORK AHEAD FINES DOUBLED

○ TRAFFIC CONE **OR** TRAFFIC DRUM
 ✱ OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
 ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 1 OF 2
 SEE NOTES 1, 2, 4, 6, 7, 8

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

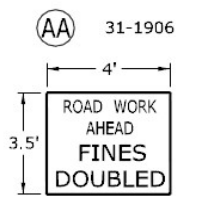
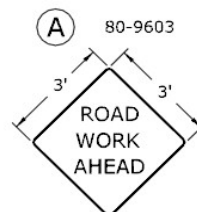
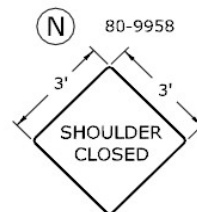
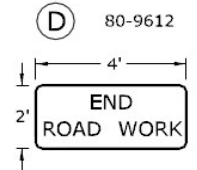
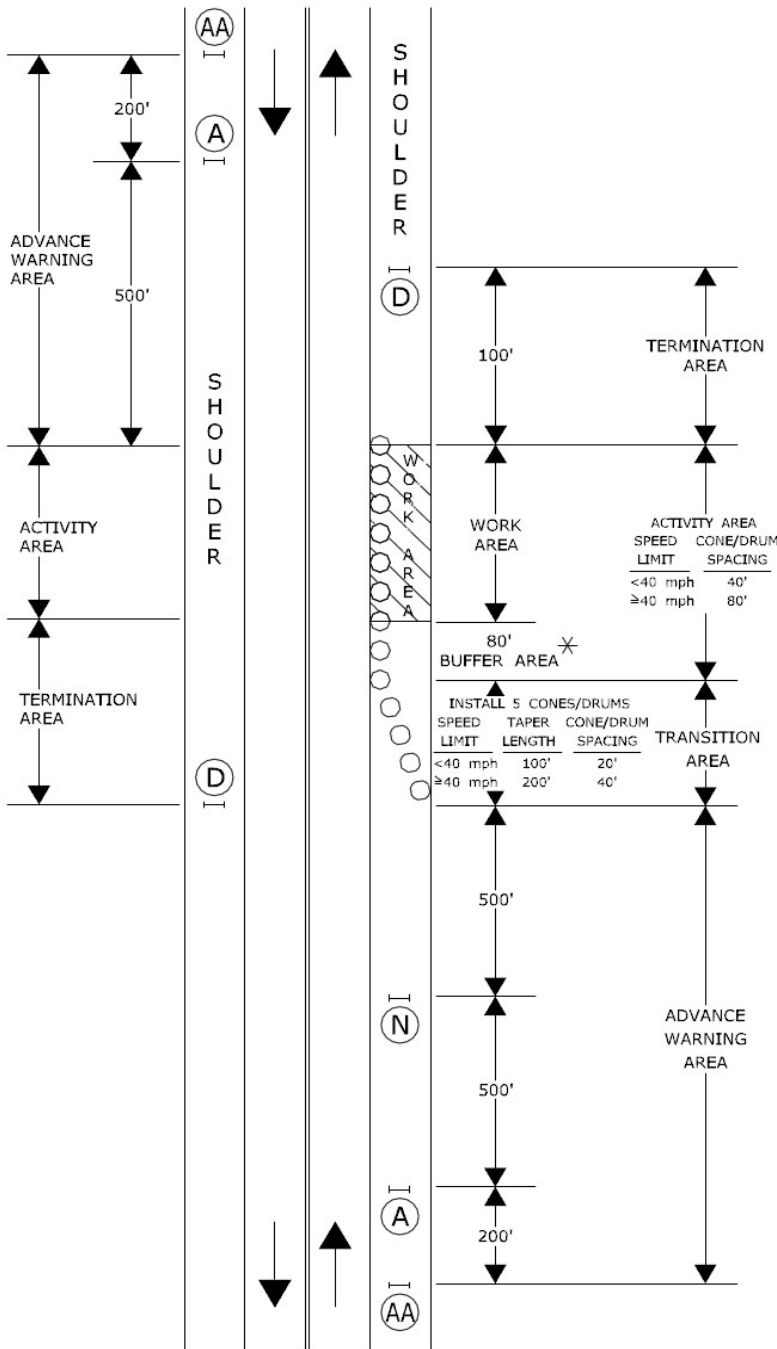
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 13 - SHEET 2 OF 2
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:55:45-04'00"
PRINCIPAL ENGINEER

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 14
SEE NOTES 1, 2, 4, 7, 8

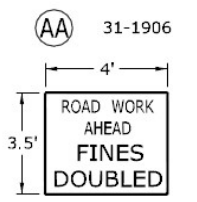
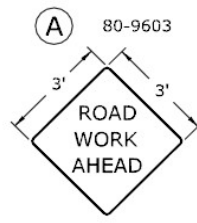
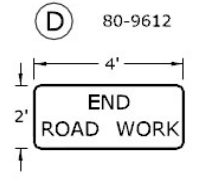
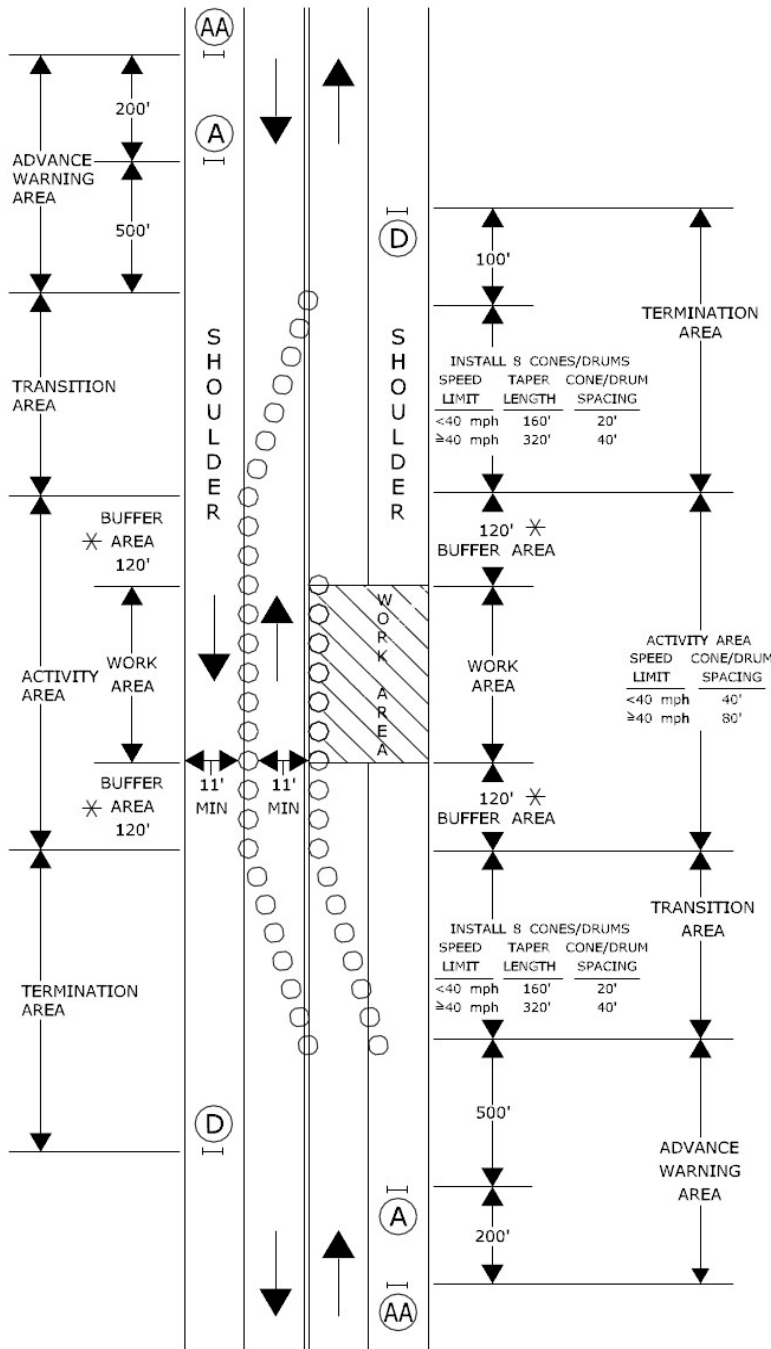
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 15:56:09-04'00"
PRINCIPAL ENGINEER

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



INSTALL 8 CONES/DRUMS

SPEED LIMIT	TAPER LENGTH	CONE/DRUM SPACING
<40 mph	160'	20'
≥40 mph	320'	40'

ACTIVITY AREA

SPEED LIMIT	CONE/DRUM SPACING
<40 mph	40'
≥40 mph	80'

INSTALL 8 CONES/DRUMS

SPEED LIMIT	TAPER LENGTH	CONE/DRUM SPACING
<40 mph	160'	20'
≥40 mph	320'	40'

- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



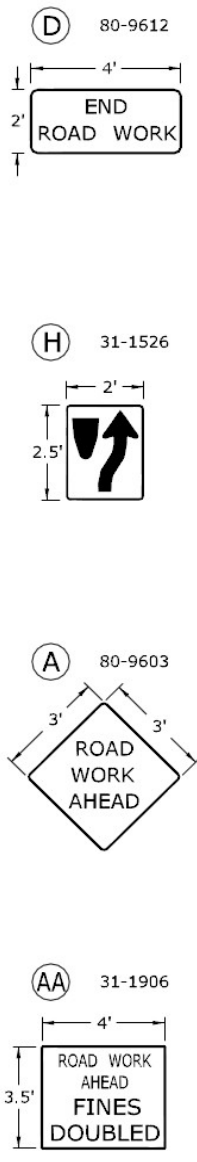
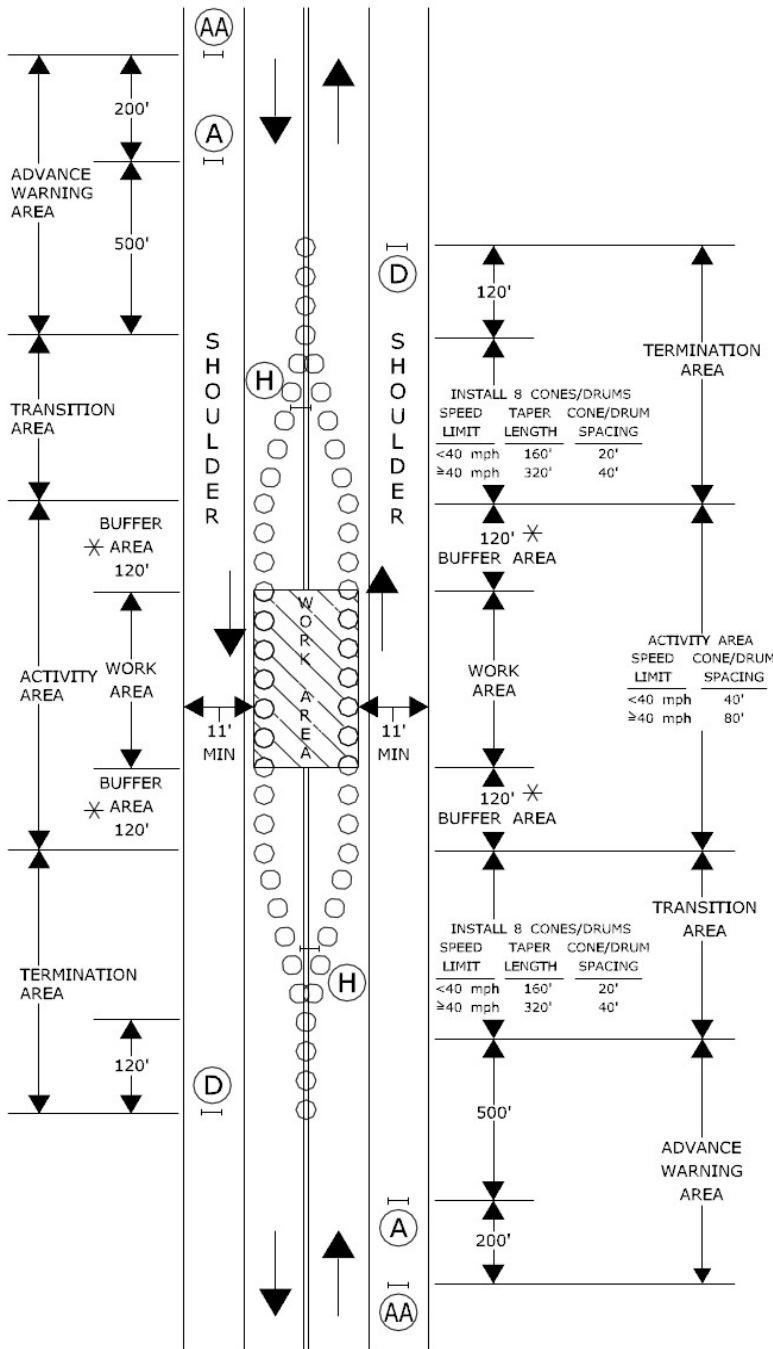
CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 15
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:56:29-04'00"
PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

SIGN FACE
72 SQ. FT (MIN.)



- TRAFFIC CONE **OR** TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇌ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 16
SEE NOTES 1, 2, 4, 6, 7, 8

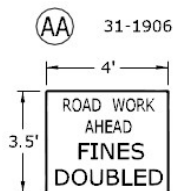
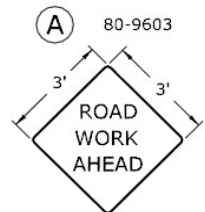
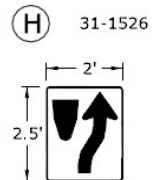
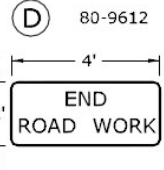
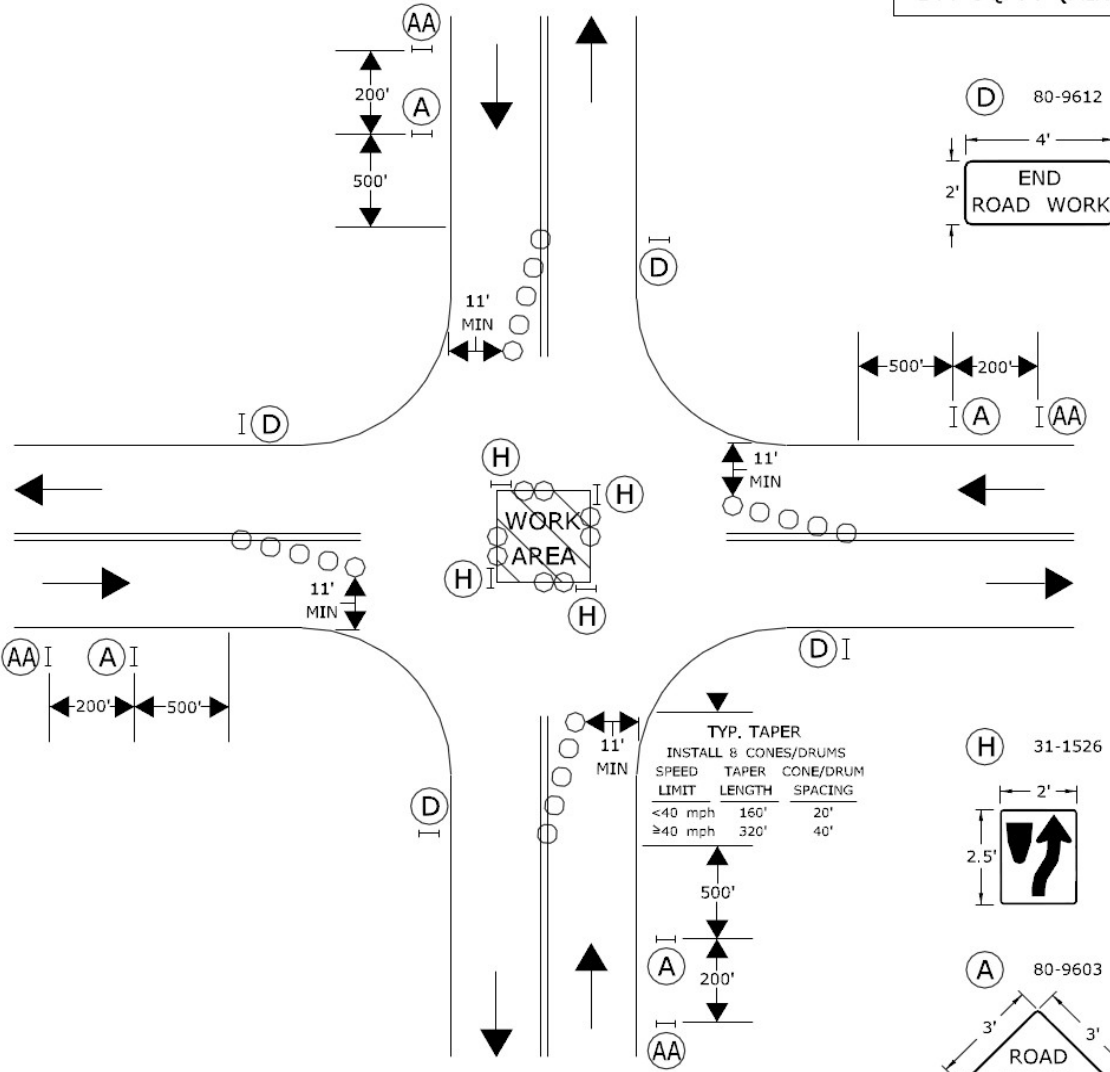
CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Charles S. Harlow
Charles S. Harlow
2012.06.05 15:56:51-04'00'
PRINCIPAL ENGINEER

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT (MIN.)



- TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ⊗ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN
PLAN 17
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow
2012.06.05 15:57:16-04'00"
PRINCIPAL ENGINEER

Article 9.71.05 – Basis of Payment is supplemented by the following:

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing, Traffic Cones, and Drums as per Section 9.78 of form 817, There shall be no addition payment for these items.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include furnishing, installing, and removing, Construction Signs as per Section 12.20 of form 817, There shall be no addition payment for these items.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary during construction of the project.

The contract lump sum price for "Maintenance and Protection of Traffic" shall also include the cost for installation and maintenance of all temporary access to all commercial and residential properties, including but not limited to temporary graded surfaces consisting of subbase, processed aggregate base, granular fill, or other suitable materials approved by the Engineer.

The adjustments or modifications to the permanent drainage structures, including but not limited to the resetting of catch basin and manhole tops as necessary, to facilitate temporary drainage measures prior to final paving shall be paid for under the item "Maintenance and Protection of Traffic".

ITEM # 1700001A – SERVICE CONNECTIONS (ESTIMATED COST)

Description: This work shall consist of disconnection, alteration and reconnection of those existing utility services owned by property owners at locations necessary to complete this project and as ordered by the Engineer. This work shall include the coordination with the affected utility companies and customers. Any damage caused by the Contractor or Subcontractors, as determined by the Engineer, shall be corrected by the Contractor in accordance with this specification.

Materials: All materials shall be provided by the Contractor and shall meet the current standards of the affected service.

Construction Methods: The Contractor shall perform all work in coordination with the Utility Company and affected property owner and as directed by the Engineer. Certain work may require use of a licensed and/or certified tradesman when such work is required by local and/or state codes.

Any utility customer's service interruption shall be done in a way that minimizes adverse impacts to the customer and affected utility.

Any work and materials supplied by the utility companies shall be on a billable basis to the Contractor.

Method of Measurement: The work and materials shall be measured for payment as provided for under Article 1.04.05 Extra Work.

The sum of money shown on the estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the price bid even though payment will be made only for actual work performed. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded and the original price will be used to determine the total amount for the contract.

Corrective work required to repair damage caused by the Contractor or its Subcontractors shall not be measured for payment.

Basis of Payment: This work will be paid as Extra Work.

Pay Item

Service Connections (Estimated Cost)

Pay Unit

Estimated Cost

ITEM # 1900001A – Renovation of Stormwater Pond

Description: This work shall consist of the all work required for the renovation of the stormwater pond except for those specific bid items listed for the pond renovation phase of the project. The work shall include including but not limited to the project sign, excavation, disposal of excess fill, Grading, outlet control structure, rip rap berm, 36” HDPE pipe, Flared end section, emergency spillway, restoration of field access way, water handling. Any damage caused by the Contractor or Subcontractors, as determined by the Engineer, shall be corrected by the Contractor in accordance with this specification.

Materials: All materials shall be provided by the Contractor and shall meet the current standards

Construction Methods: The Contractor shall perform all work in required restore the stormwater pond as designed in a timely fashion.

The contract shall minimize the damage and impact to the access way and field during construction.

The contractor shall be responsible to resore any damage to the field and accessway to the satisfaction of the town at no additional cost.

All excess fill shall be removed from the site to an approved location at no additional cost

All sediment and erosion control systems shall be installed immediately following clearing and grubbing activities.

The contract shall schedule the work considering the weather forecasts to minimize the impact of rain.

The contractor shall supply an as built survey of the pond showing that the final grades meet the design. No additional payment shall be made for over excavation. No additional payment shall be made for the as built survey.

The project sign shall be placed in a location designated by the engineer and maintained throughout the project.

Method of Measurement: Renovation of Stormwater Pond will be measured for payment as a Contract lump sum item. There will be no measurement of items included in the item including but not limited to excavation, disposal of excess fill, Grading, outlet control structure, rip rap berm, 36” HDPE pipe, flared end section, emergency spillway, Conservation seeding, restoration of field access way as well as any other work required to complete the renovation of the stormwater pond that are not addition bid items listed in that phase of the project.

The following Items shall be measured for payment and shall not be included in the lump sum payment.

Clearing and Grubbing

Furnishing and Placing Topsoil

Sediment Control systems

Anti- Tracking Pad

Conservation seeding for Detention Pond.

Basis of Payment:

Renovation of Stormwater Pond will be paid for at the contract unit price as a lump sum Item as completed and accepted, which price shall include all materials, equipment, tools, and labor incidental thereto.

<u>Description</u>	<u>Unit</u>
Renovation of Stormwater Pond	LS

SECTION M

PROJECT DRAWINGS

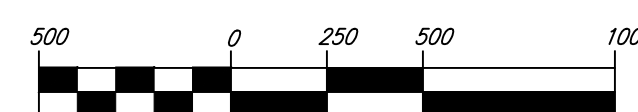
DRAINAGE IMPROVEMENTS AT FAIRCHILD PARK AND CHERRY STREET

PERMITTING & BIDDING SET

**BOROUGH OF NAUGATUCK
NAUGATUCK, CT
TAX MAPS - 75 - 20W5**



VICINITY MAP



1 inch = 500 ft.



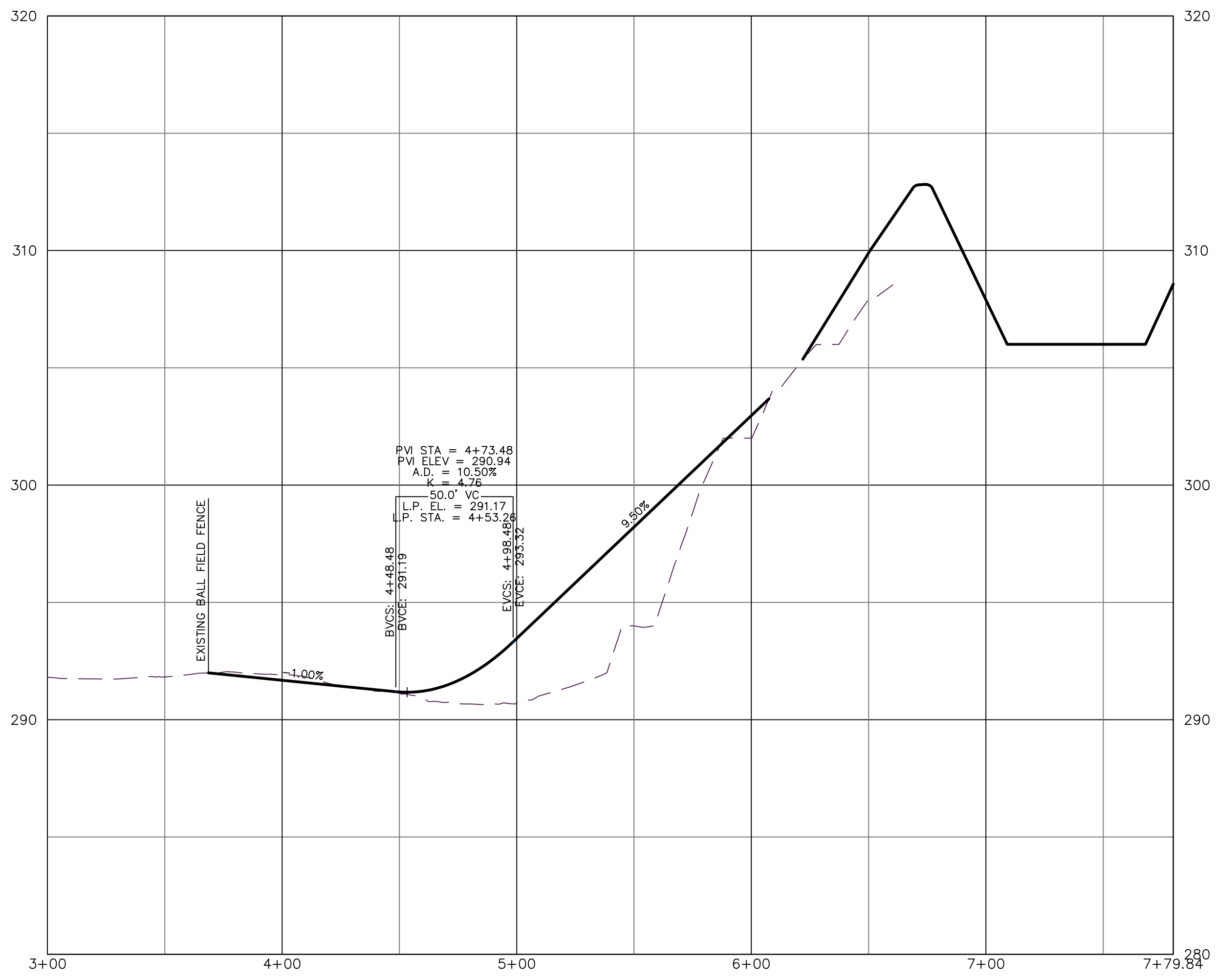
CORNERSTONE PROFESSIONAL PARK, SUITE D-101
43 SHERMAN HILL ROAD
WOODBURY (203) 266-0778 CONNECTICUT

AUGUST 16, 2022
REVISED APRIL 11, 2023

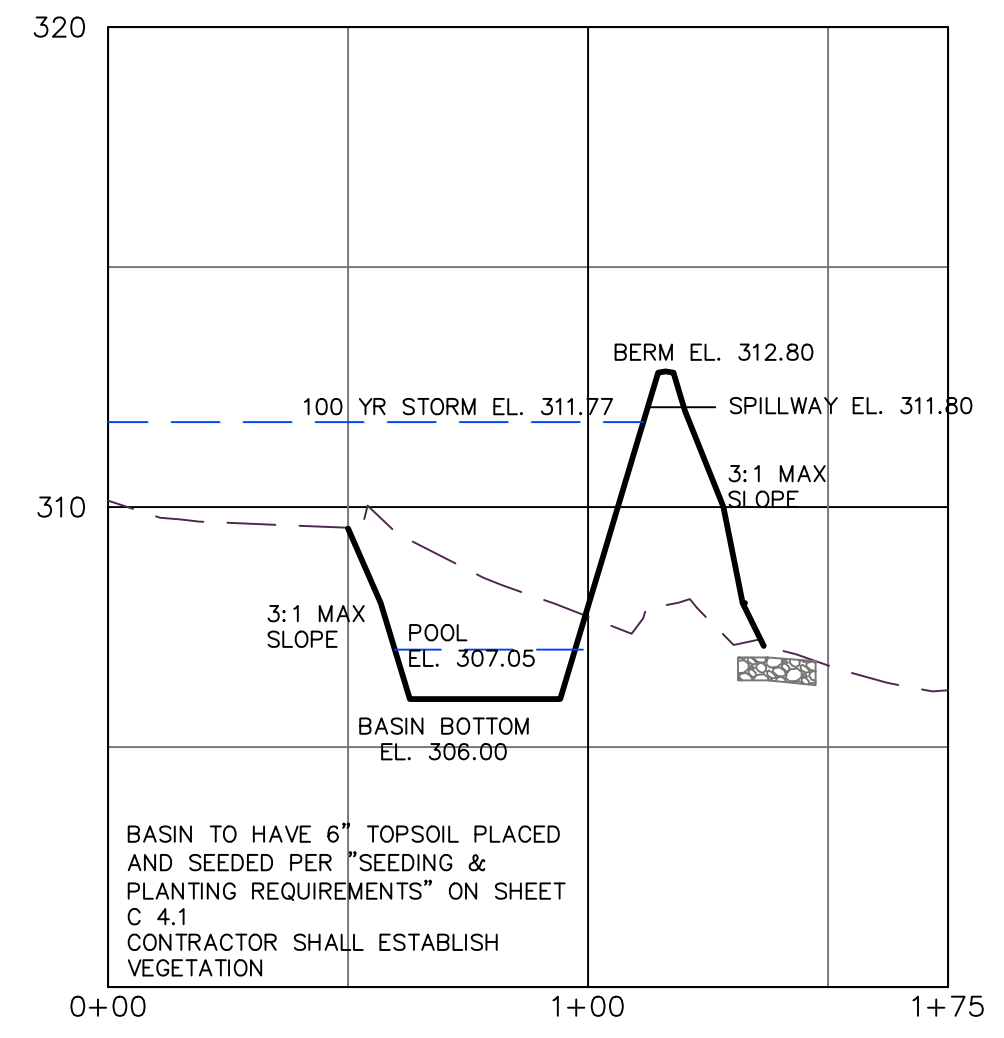
SHEET NUMBER	DESCRIPTION
--	COVER SHEET
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	EXISTING CONDITIONS PROJECT AREA #1
C 1.2	EXISTING CONDITIONS PROJECT AREA #2-3
C 2.0	OVERALL SITE PLAN
C 2.1	PROJECT AREA #1 GRADING, DRAINAGE & EROSION CONTROL PLAN AND PROFILE
C 2.2	PROJECT AREA #2 GRADING, DRAINAGE & EROSION CONTROL PLAN AND PROFILE
C 2.3	PROJECT AREA #3 GRADING, DRAINAGE & EROSION CONTROL PLAN AND PROFILE
C 3.1	DETAILS
C 3.2	DETAILS
C 3.3	DETAILS
C 4.1	EROSION CONTROL NARRATIVE & PROJECT NOTES

APPLICANT
BOROUGH OF NAUGATUCK
229 CHURCH STREET
NAUGATUCK, CT 06770

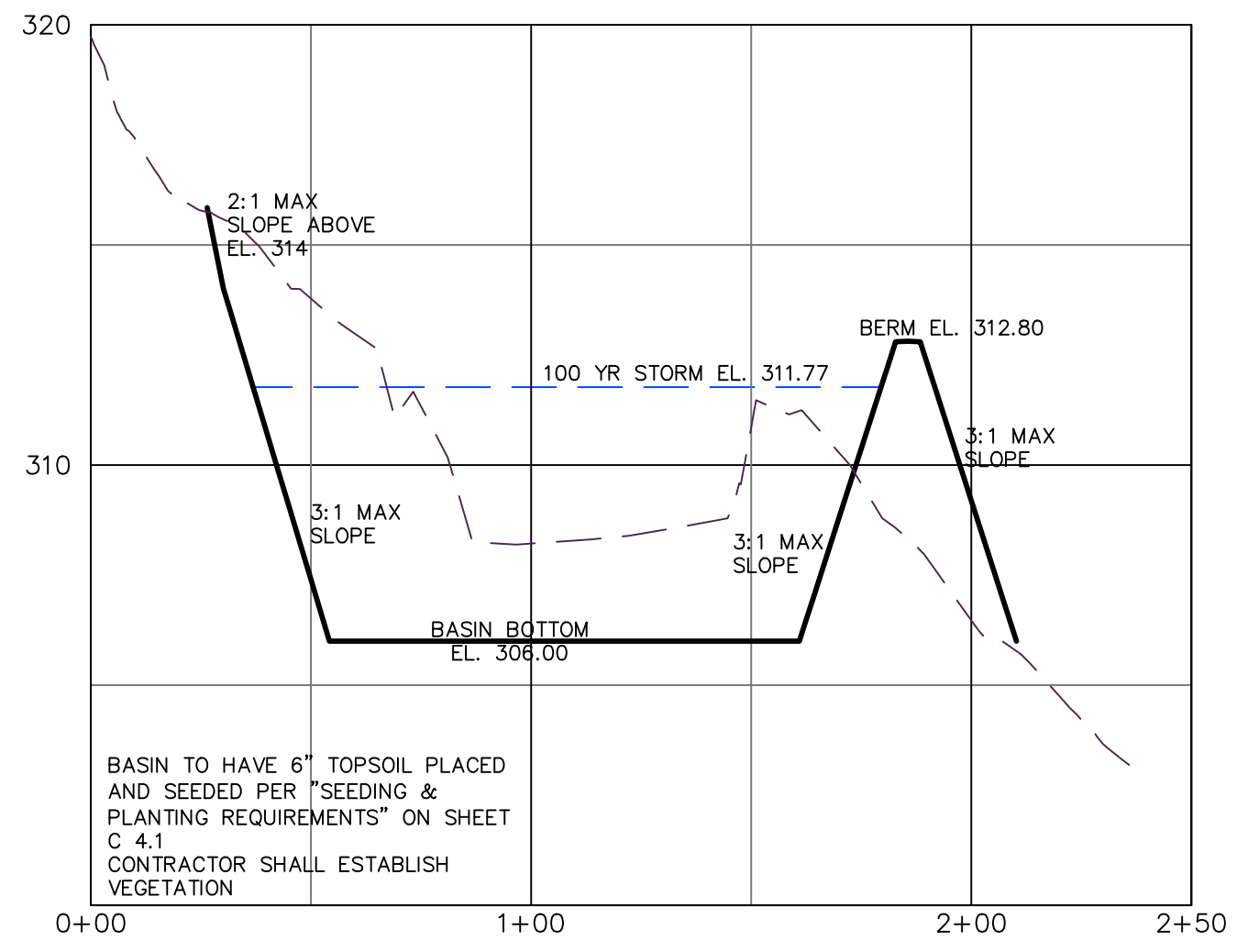
ENGINEER / SURVEYOR
CIVIL 1
43 SHERMAN HILL ROAD, SUITE D-101
WOODBURY, CT



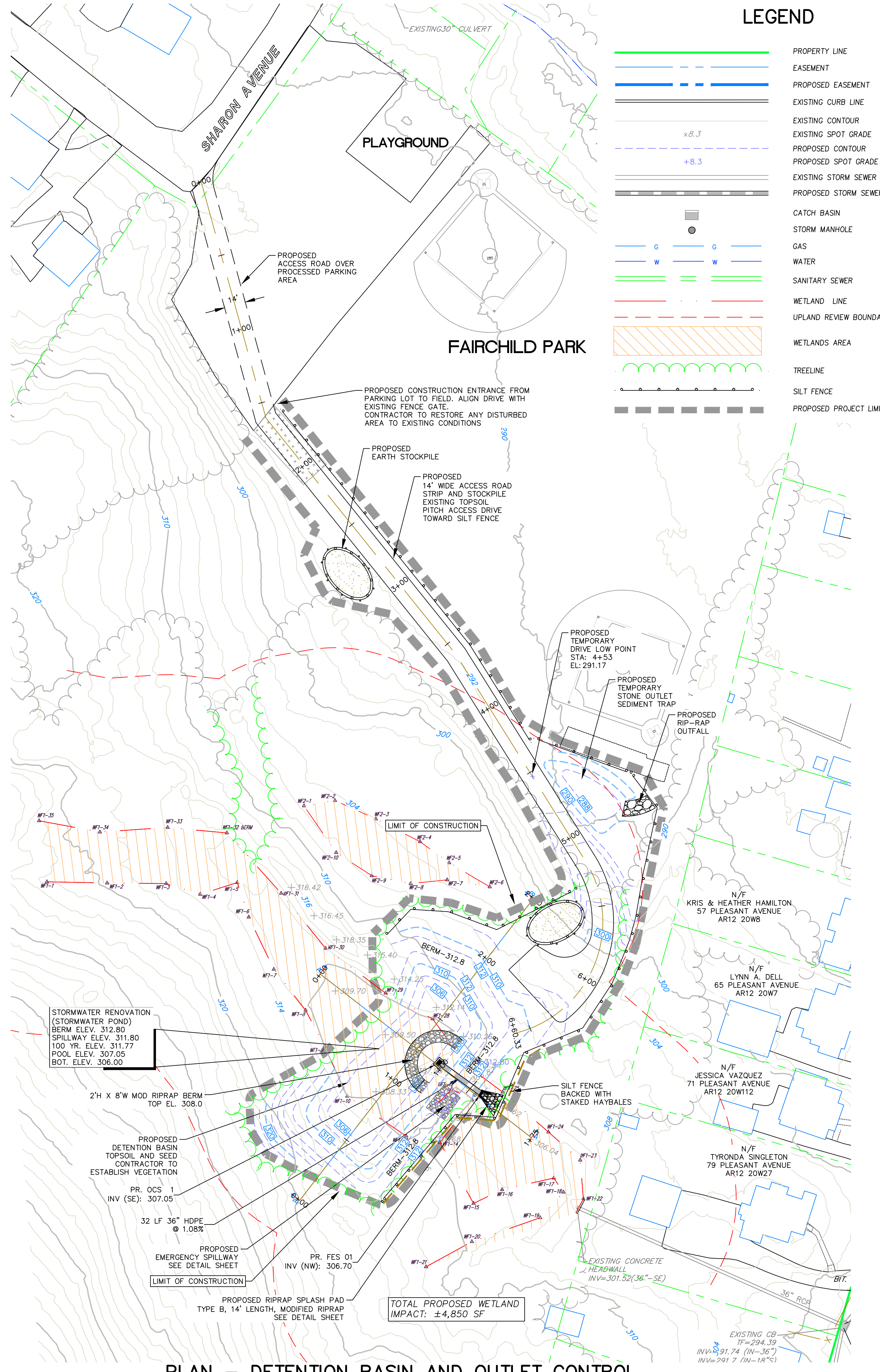
POND-DRIVE



PROFILE - RENOVATION AREA A-A
1" = 40' HOR.
1" = 4' VER.



PROFILE - RENOVATION AREA B-B
1" = 40' HOR.
1" = 4' VER.



PLAN - DETENTION BASIN AND OUTLET CONTROL
SCALE 1" = 40'

LEGEND

- PROPERTY LINE
- EASEMENT
- PROPOSED EASEMENT
- EXISTING CURB LINE
- EXISTING CONTOUR
- EXISTING SPOT GRADE
- PROPOSED CONTOUR
- PROPOSED SPOT GRADE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- CATCH BASIN
- STORM MANHOLE
- GAS
- WATER
- SANITARY SEWER
- WETLAND LINE
- UPLAND REVIEW BOUNDARY
- WETLANDS AREA
- TREELINE
- SILT FENCE
- PROPOSED PROJECT LIMITS

NO.	REVISION	
1	REVISED PROJECT PHASING	2-14-23
2	REV PER BOROUGH ENGINEER	4-11-23

Previous Editions Obsolete

BOROUGH OF NAUGATUCK
229 CHURCH STREET
NAUGATUCK, CT 06770

PROJECT AREA #1
PLAN AND PROFILE

0 SHARON AVE & CHERRY STREET

NAUGATUCK CONNECTICUT

CIVIL C1

CORNERSTONE PROFESSIONAL PARK, SUITE D-101
43 SHERMAN HILL ROAD
WOODBURY (203) 266-0778 CONNECTICUT

DRAWN: BB APPROVED: CJ

SCALE: 1" = 40'






















DATE: 16 AUG 22

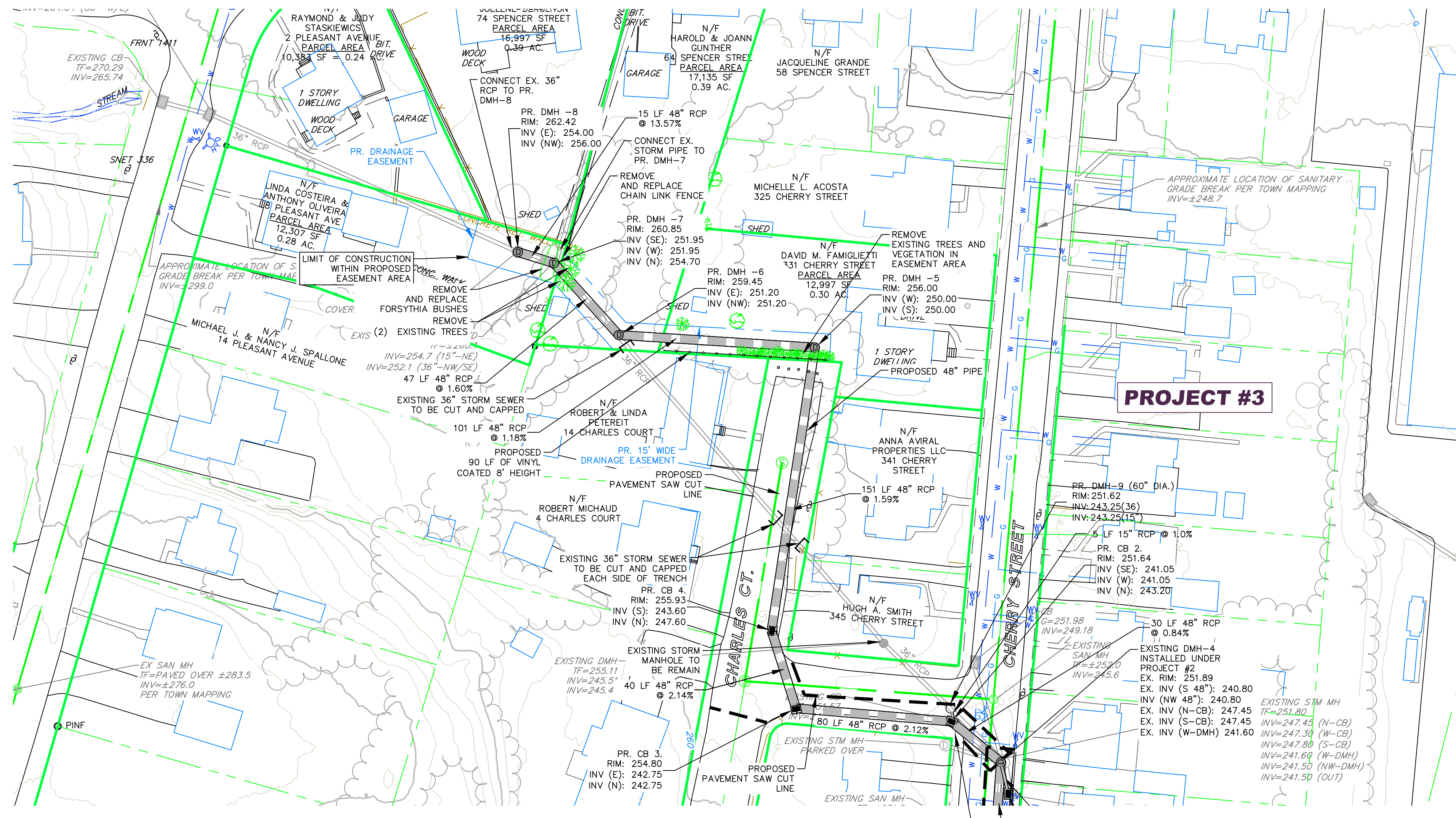
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CADD FILE NAME: 3834

DRAWING NO.: **C 2.1**

LEGEND

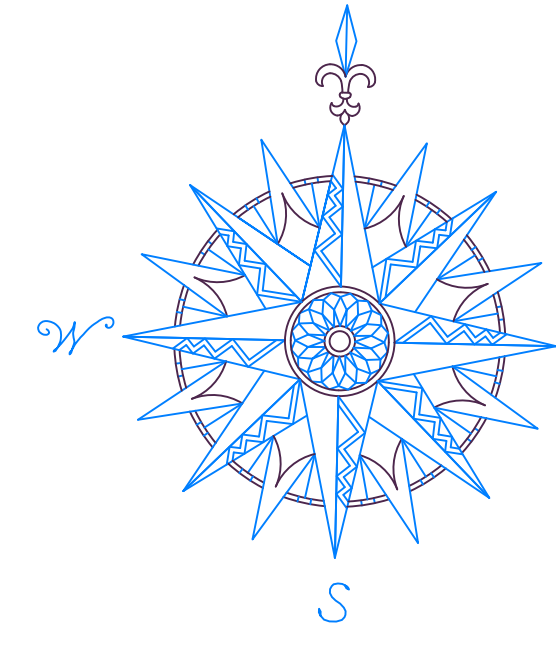
-  PROPERTY LINE
-  EASEMENT
-  PROPOSED EASEMENT
-  EXISTING CURB LINE
-  EXISTING CONTOUR
-  EXISTING SPOT GRADE
-  PROPOSED CONTOUR
-  PROPOSED SPOT GRADE
-  EXISTING STORM SEWER
-  PROPOSED STORM SEWER
-  CATCH BASIN - SEE PROFILE
-  STORM MANHOLE - SEE PROFILE
-  PROPOSED SAW CUT LINE
-  GAS
-  WATER
-  SANITARY SEWER
-  WETLAND LINE
-  UPLAND REVIEW BOUNDARY
-  WETLANDS AREA
-  TREELINE
-  SILT FENCE



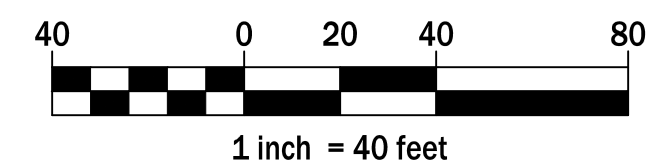
PLAN - DMH-4 TO DMH-8 & DMH-9

SCALE 1" = 40'

EXISTING 48" STORM INSTALLED UNDER PROJECT #2
EXISTING SIDEWALK, RAMP AND WARNING STRIP TO BE RECONSTRUCTED AFTER THE INSTALLATION OF THE 48" STORM PIPE



NO.	REVISION	DATE
1	REVISED PROJECT PHASING	2-14-23
2	EX. TREES ADDED	02-03-23
3	REV PER BOROUGH ENGINEER	4-11-23
<i>Previous Editions Obsolete</i>		



BOROUGH OF NAUGATUCK
229 CHURCH STREET
NAUGATUCK, CT 06770

PROJECT AREA #3
PLAN AND PROFILE

0 SHARON AVE & CHERRY STREET

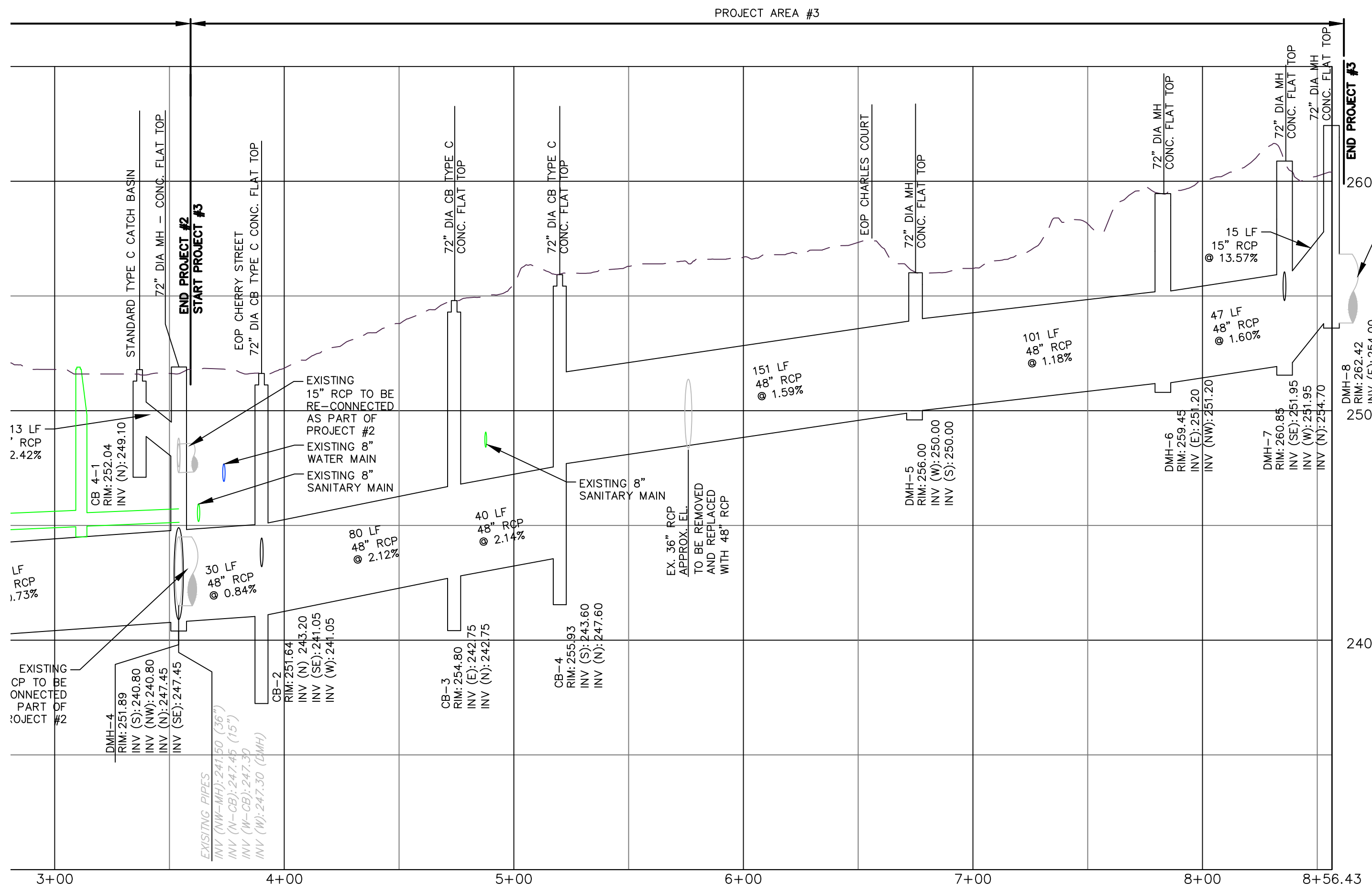
NAUGATUCK CONNECTICUT



CORNERSTONE PROFESSIONAL PARK, SUITE D-101
43 SHERMAN HILL ROAD
WOODBURY CONNECTICUT (203) 266-0778

DRAWN: BB APPROVED: CJ
SCALE: 1" = 40'
DATE: 16 AUG 22
PROJ. NO.: 3834
CARD FILE NAME: 3834
DRAWING NO.:

C 2.3



PROFILE - EX. DMH-4 TO DMH-8

1" = 40' HOR.
1" = 4' VER.

