

BITUMINOUS SURFACE TREATMENTS & CRACK SEALING

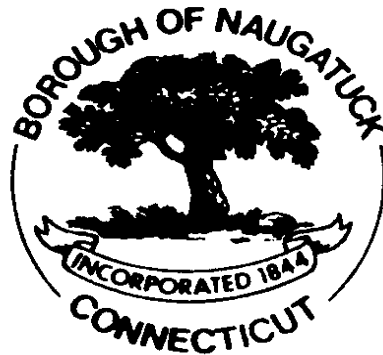
NAUGATUCK, CONNECTICUT

Contract No. FY26-B102

CONTRACT DOCUMENTS

**PREPARED BY THE
BOROUGH OF NAUGATUCK
CONNECTICUT**

November 2025



BOROUGH OF NAUGATUCK

INVITATION TO BID

Borough of Naugatuck

**Contract No. FY26-B102
Bituminous Surface Treatments & Crack Sealing**

Sealed bids will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office, 229 Church Street, Naugatuck, CT 06770, on Tuesday, December, 30, 2025 at 10:00 A.M. at which time and place all bids will be publicly opened via ZOOM and read aloud. Please follow the link below at the scheduled bid opening.

Join Zoom Meeting

James Stewart is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286?pwd=JEzCAEJJoet3nV2NVOo0oviSbAGanu.1&omn=87457264141>

Meeting ID: 676 111 6286

Passcode: 560827

The Contract Documents may be examined at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770.

Contract Documents can be obtained at no cost from the Borough of Naugatuck website <http://www.naugatuck-ct.gov>. All bidders must check the Naugatuck website no more than three days prior to the bid opening to check for addendums.

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.

This project will utilize the CHRO limited exemption for a street paving contract.

“An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.”

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, 2020, as revised by the Supplemental Specifications to date (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.

Connecticut Department of Transportation
Manager of Contracts
2800 Berlin Turnpike, Newington, Connecticut 06111

All references to Commissioner, Department, Engineer, and State anywhere within 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.

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SECTION A
INFORMATION FOR BIDDERS

SECTION A
INFORMATION FOR BIDDERS

Borough of Naugatuck

Contract No. FY26-B102; Bituminous Surface Treatments & Crack Sealing

1. Proposals Received

Sealed proposals for the Bituminous Surface Treatments & Crack Sealing will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until Tuesday, December 30, 2025 at 10:00 A.M. local time. Immediately following the bids will be publicly opened and read aloud.

2. Location and Description of Work

These specifications will provide a basis for the furnishing of all materials, equipment, labor, transportation, testing and other goods and services necessary to complete the following items:

Crack Sealing
Micro-Surfacing

3. Contract Term

The term for this contract shall be from the date of award to June 30, 2027.

4. Plans and Specifications

Copies of the Specifications may be seen and obtained at the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770

The construction contract for the **Contract No. FY26-B102; Bituminous Surface Treatments & Crack Sealing**, 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, 2020 along with 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. 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 818 without attempting to redefine every term within the 818 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 818 and in the construction drawings.

5. Addenda and Interpretations

No interpretations of the meaning of the 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, Department of Public Works Office, 246 Rubber Ave. 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.

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.

7. None

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 Inspector 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.

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 or 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, City 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

Bidders are not required to submit a bid bond for their proposal to be considered.

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.

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 five (5) 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. 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. Prevailing Wage

All projects originating from this bid exceeding \$100,000 shall comply with required prevailing wage laws as referenced in this document.

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 "Certificate of Insurance" 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. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. None

F. None

G. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

H. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

I. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

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 Boroughs' right of way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements within the Boroughs' 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 and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and 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. None

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. None

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. Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts

(A) (1) 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) 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 on Human Rights and Opportunities; (3) 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; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) 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.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a REV. 20220808 minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract

for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

SECTION B

PROPOSAL

SECTION B

BITUMINOUS SURFACE TREATMENTS & CRACK SEALING NAUGATUCK, CONNECTICUT Contract No. FY26-B102

PROPOSAL

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 Inspector 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: _____

The undersigned agrees that he shall execute the Contract within the ten (10) days after the date of award, and shall commence work within the ten (10) days after 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.

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.

BOROUGH OF NAUGATUCK Contract No. FY26-B102
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RANDOM CRACK SEALING

BID CALCULATION

RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED ASPHALT COMPOUND WITH REINFORCING FIBERS- **Installed per specification**

Item	Bid Price per Pound
Modified A/C Crack Seal with Fiber Compound - Installed per specification	\$

Asphalt price adjustment per exhibit #6 shall be applied only at submission of invoice. Base average terminal price is \$545.00 per ton.

Company Name _____

Corporate Seal

Address _____

Telephone _____ Email _____

Signature: _____

Print Name: _____

Title: _____

Tax Identification Number: _____

QUICK SET SLURRY & MICROSURFACING BID CALCULATION

The following quantities are for determining the lowest qualified bidder, but may not reflect actual quantities due to availability of funding. The total bid prices will be calculated by adding the sum of the following quantities, multiplied by the unit bid prices. Asphalt price adjustment per exhibit #4 shall be applied only at submission of invoice. Base average terminal price for Liquid Binder PG64-22 FOB is \$545.00 per ton for purpose of bid.

The Town has the right to increase, decrease or eliminate any quantities.

Item #	Item	Quantity	Unit Price	Total
1	HiMA Micro-surfacing (Type II)	500 Tons	\$ / Ton	\$
2	HiMA Micro-surfacing (Type 3)	500 Tons	\$ / Ton	
3	Rut Filling	50 tons	\$ /Ton	
4	Tack Coat, in Place	1,000 gallons	\$ /Gallon	\$
5	Glasgrid Pavement Reinforcement	200 SY	\$ / SY	\$

Total _____

Company Name _____

Corporate Seal

Address _____

Telephone _____ Email _____

Signature: _____

Print Name: _____

Title: _____

SECTION C
REFERENCES/QUALIFICATIONS

SECTION C
REFERENCES/QUALIFICATIONS

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

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

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

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

Major Material Supplier:_____

Bidder

BOROUGH OF NAUGATUCK

CONTRACTOR'S QUALIFICATION SUMMARY

The bidder is required to submit this summary with his bid in order that the Borough of Naugatuck may properly evaluate the qualifications of the Contractor. Failure to submit this summary in proper form will be cause of rejection of the bid. The Contractor is required to have successfully completed five projects in the last three years with an aggregate total of 500,000 square yards or 7,500 tons of material.

List projects below:

Owner's Name	Year Completed	Project Number	S.Y. or Tons	Person to Contact Name/Telephone

VENDOR NAME: _____

BOROUGH OF NAUGATUCK

CONTRACTOR'S QUALIFICATION SUMMARY
Random Crack Sealing

The bidder is required to submit this summary with his bid in order that the Borough of Naugatuck may properly evaluate the qualifications of the Contractor. Failure to submit this summary in proper form will be cause of rejection of the bid. The Contractor is required to have successfully completed, with the specified material, six projects within the last three years totaling a minimum 500,000 pounds.

Owners Name	Year Completed	Project Number	Quantity Applied	Person to Contact Name/Telephone

Vendor Name:_____

SECTION D
SURETY GUARANTY

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 _____ a

(Name of Surety Company)

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 Traffic Signal Installation at Rubber Ave and Andrew Ave 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

CHRO COMPLIANCE AFFIDAVIT

&

CHRO NOTIFICATION TO BIDDERS

**AFFIDAVIT OF PRIME BIDDER
FOR USE OF THE CHRO'S LIMITED
EXEMPTION FOR A STREET PAVING CONTRACT**

State of _____)
County of _____)

BIDDER _____

_____, 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. The bidder has been fully informed of the nondiscrimination requirements CONN. GEN. STAT. §§ 4a-60, 4a-60a, and 4a-60g prior to the submission of the bid, and include the nondiscrimination language in the contract.
4. The bidder has been fully informed that the Borough of Naugatuck has an application for a CHRO Limited Exemption and the criteria involved and the contractor's CHRO obligations and responsibilities as a result of the use of the Limited Exemption.
5. The bidder confirms that it will not be able to use any subcontractors or suppliers to any work on the street paving contract (except trucking subcontracts for a less than \$ 10,000.00 total to haul asphalt). Instead, the contractor will self-perform the entire contract.
6. The Bidder has completed the Notification Form and included in the bid.

(Signature)

(Date)

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

Title

My commission expires: _____

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No	9. Does your company have a mandatory retirement age for all employees? Yes No
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A
6. Does your company have a collective bargaining agreement with workers? Yes No 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No	12. Does your company have a written affirmative action Plan? Yes No If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No	13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts

- (A) (1) 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) 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 on Human Rights and Opportunities; (3) 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; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) 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.
- (B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- (C) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.
- (D) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a

minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.
- (F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

CERTIFICATION FOR USE OF THE LIMITED EXEMPTION FOR A STREET PAVING CONTRACT

At their June 11, 2025, meeting, the Commissioners of the Commission on Human Rights and Opportunities exercised their authority under Conn. Gen. Stat. § 46a-56(b) to issue a limited contract compliance exemption for State-funded street paving municipal public works contracts that meet the conditions outlined herein.

For each and every street paving municipal public works contract for which this limited exemption is sought, this Certification must be completed by the municipality and emailed to both:

Tanya.Hughes@ct.gov
Tanya Hughes, Executive Director

CHRO.AwardNotification@ct.gov
Contract Compliance Unit

Complete and return all four pages.

I. Contract Eligibility for the Limited Exemption

- A. The contract must be a municipal public works contract for the performance of street paving work only, and
- B. The contract must be financed or financially assisted in whole or in part by the State of Connecticut, and
- C. The contract must be entered into on or before June 30, 2026, and
- D. The actions identified in Part III (below) shall be complied with.

II. Effect of the Limited Exemption

The limited exemption will allow a paving contract that meets the above-stated criteria to be performed without the requirement of compliance with the set-aside provisions of Conn. Gen. Stat. § 4a-60g. Other nondiscrimination contract compliance requirements, however, will continue to exist for street paving municipal public works contracts (see Part III below). Pursuant to the use of the exemption, the municipality and the contractor warrant that no work will be subcontracted on the contract. The municipality understands that this limited exemption will have no precedential value in connection with any other request for exemption.

III. Contract Compliance Actions Required for the Limited Exemption

The following actions must still be performed in connection with every contract for which a municipality has utilized the limited exemption:

- A. The municipality through its highest-ranking elective or non-elective chief executive officer, its chief operations officer, or its city manager (or, if no such capacity exists or such managerial functions are not filled, the municipality's highest ranked elected official) must submit this original-signed and dated "Certification for Use of the Limited Exemption for a Paving Contract."
- B. The municipality must still inform the contractor of the nondiscrimination requirements of Conn. Gen. Stat. §§ 4a-60, 4a-60a, and 4a-60g prior to the submission of bids, and include in the contract.
- C. The municipality must inform the paving contractor of the municipality's application for this limited exemption to the Set Aside Program requirements, the criteria involved in this application, and the contractor's CHRO obligations and responsibilities as a result of the use of the limited exemption.
- D. The contractor identified to perform the contract must confirm in writing to the municipality that it will not use any subcontractors to perform any work on the street paving contract. Instead, the contractor will self-perform the entire contract.
- E. The contract must include the [nondiscrimination language](#) required by Conn. Gen. Stat. §§ 4a-60 and 4a-60a.

IV. Information to Identify the Subject Street Paving Contract:

Name of contract/project:	<u>Bituminous Surface Treatments and Crack Sealing</u>
Contract number or identifying name:	<u>FY25-B102</u>
Description of the work to be performed:	<u>Miro Paving on town Roads</u>
Location(s) of work to be performed:	<u>Town Wide road Naugatuck</u>
Source of state funding and/or financing: ¹	<u>Locip and Town Road Aid</u>
Amount of state funding and/or financing:	<u>\$800,000</u>
Estimated value of the total contract:	<u>\$800,000</u>
Estimated date of contract execution:	<u>02/16/2026</u>
Estimated end date of contract:	<u>06/30/2027</u>

¹ For example: DOT's Town Aid Road (TAR), OPM's Local Capital Improvement Program (LoCIP), or OPM's Municipal Grants-in-Aid.

V. **Information to Identify Municipality and Signatory Authority**

I, N. W. Hess, represent The Borough of Naugatuck. I hold the elected position of Mayor in charge of the management of the municipality. Having reviewed, in my official capacity, the stated requirements for the "Certification for Use of the Limited Exemption for a Paving Contract," I hereby certify to the following:

I have reviewed and understand all of the Street Paving Municipal Public Works Contract Exemption Eligibility criteria identified in Part I above. Having reviewed the content and circumstances of the subject contract, identified in Part IV of this request, I have determined that the aforementioned contract satisfies all the eligibility criteria enumerated in this request.

I am requesting authorization, subject to the conditions set forth in Parts I, II, and III of this request, to apply the CHRO's limited exemption for a paving contract to the street paving municipal public works contract that is identified in Part IV above.

I have reviewed and understand the actions required of the municipality and of the contractor. On behalf of the Borough of Naugatuck, I assure the CHRO that the municipality will perform all respective actions that are identified in Part III above. This municipality will inform the contractor selected to perform the subject contract that the limited exemption, as provided for in Part II above as applicable to the contract identified, is subject to the performance of the respective actions detailed in Part III above.

I hereby certify that the above information is true and correct.


Signature

11/6/25
Date

Name: N.W. "Pete" Hess
Position/Title: Mayor
Telephone no.: 203 720 7007
Email address: NWhess@naugatuck-ct.gov

cc: James Stewart DPW Director
Click or tap here to enter text.
Click or tap here to enter text.

SECTION F

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 Inspector 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 judgement of the Borough of Naugatuck Inspector.

The word "Contractor" shall mean _____ or it's 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 Inspector, 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 Inspector. Should anything be omitted from the Specifications and Contract

Drawings, the Contractor shall promptly notify the Borough of Naugatuck Inspector. From time to time during the progress of the work, the Borough of Naugatuck Inspector 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 Inspector; 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 Inspector, 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 Inspector. 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 Inspector, shall be made. The Borough of Naugatuck Inspector'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 Inspector 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 Inspector 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 Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Borough of Naugatuck Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Borough of Naugatuck Inspector. The effect of such corrections shall date from the time that the Borough of Naugatuck Inspector gives due notice thereof to the Contractor.

VI Borough of Naugatuck Inspector's Decision

All work under this Contract shall be done to the satisfaction of the Borough of Naugatuck Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He 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 Inspector 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 Borough of Naugatuck Inspectors, inspections, or 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 Inspector 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

Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Borough of Naugatuck Inspector 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 him 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 Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Borough of Naugatuck Inspector. 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 its 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 his act or neglect or that of this agent, employees, or workmen. He 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 Inspector. 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 Inspector and who shall not be changed, except with the consent of the Borough of Naugatuck Inspector, 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 men to do the work, and whenever the Borough of Naugatuck Inspector shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck Inspector.

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 Inspector 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 Inspector 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 Inspector 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 Inspector 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 Inspector.

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 Inspector, 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.

XIX Subcontracting (continued)

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.

XXIII Patent Rights (continued)

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 Inspector 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 Inspector 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 Inspector 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 Inspector, 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 Inspector, 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 Inspector, 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 Inspector 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 Inspector 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 Inspector, 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 Inspector is formally approved by the Owner. 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.

XXXI Repairs for One (1) Year (continued)

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 Inspector 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 the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications within thirty (30) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

The above 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 Inspector, 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 Inspector 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 Inspector, in his discretion, shall award in writing, and his 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 Two Hundred Dollars (\$200.00) 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 the Borough of Naugatuck Inspector, or of any representatives of either of them in inspecting the work, 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 Inspector.

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 arbitration 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 resolved by litigation in the Connecticut superior Court

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 Inspector 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 Owner nor the Borough of Naugatuck Inspector 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.

XXXX 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.

XXXXI 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 Inspector or other 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.

XXXXII 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.

XXXXIII 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 Inspector 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 of the Borough of Naugatuck Inspector is formally approved by the Borough.

XXXXIV 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

(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 G

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:

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
PAYMENT BOND

PAYMENT 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:

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, and 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 I

Prevailing Wage Rates



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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


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

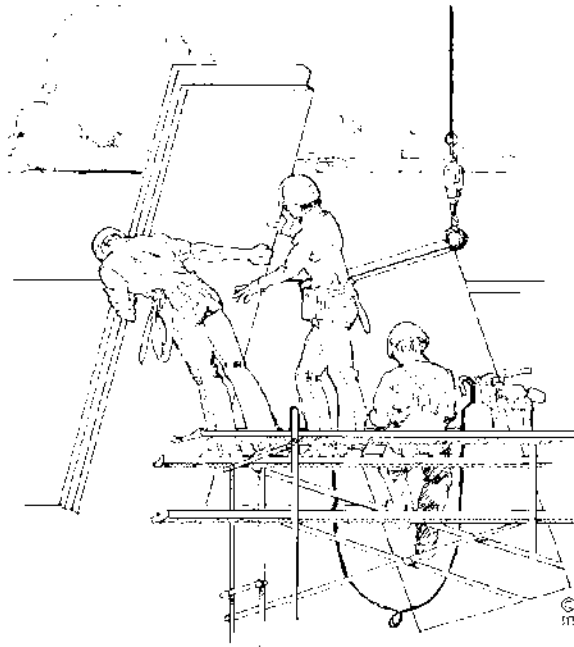
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

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

Section A:

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

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

Weekly Payroll Certification For Public Works Projects (Continued)				PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: Contractor or Subcontractor Business Name:					
WEEKLY PAYROLL																			
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									
			Trade License Type & Number - OSHA 10 Certification Number								Total O/T Hours			TOTAL FRINGE BENEFIT PLAN CASH					
				HOURS WORKED EACH DAY															
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$							
											\$ Cash Fringe	4. \$ 5. \$ 6. \$							
*IF REQUIRED																			
12/9/2013 WWS-CP2				NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)										PAGE NUMBER ____ OF					

[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.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS												Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												WEEKLY PAYROLL									
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389			WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09								
PAYROLL NUMBER 1	Week-Ending Date 9/26/09	PROJECT NAME & ADDRESS DOT 105-296, Route 82																			
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	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					FICA	FEDERAL	STATE	LIST OTHER			
				20	21	22	23	24	25	26											
				HOURS WORKED EACH DAY							Total O/T Hours										
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8			S-TIME 40 O-TIME	\$ 30.75 Base Rate \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8			S-TIME 40 O-TIME	\$ 19.99 Base Rate \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						S-TIME 8 O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx
												S-TIME O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							

7/13/2009
WWS-CP1
*IF REQUIRED
*SEE REVERSE SIDE
PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED 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 benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as
Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

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

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

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

Robert Craft owner 10/2/09
(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.

Robert Craft owner 10/2/09
(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

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(d).

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. If unsure, the employer should seek guidelines for CTDOL.

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.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **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 or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

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

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require 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 require equal composite workforce.

- **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.

- **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), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition 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, assemble, install and repair 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, 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. 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. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required 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:

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

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

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

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 25-11495

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: FY26-B102

Project Town: Naugatuck

State#:

FAP#:

Project: Bituminous Surface Treatments & Crack Sealing

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	48.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	43.14	34.74
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
2b) Divers Effluent	67.52	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
03b) Carpenter-Welder	42.53	29.19
03c) Carpenter: Working with creosote lumber or acid	43.03	29.19

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	59.7	26.65
4a) Painters: Brush and Roller	39.57	26.50
4b) Painters: Spray	42.57	26.50
4bc) Painters: Spray Helper	40.57	26.50
4c) Painters: Steel Only	41.57	26.50
4d) Painters: Blast	44.57	26.50
4de) Painter: Blast Helper	40.57	26.50
4e) Painters: Tanks, Tower and Swingstage etc.	41.57	26.50
4f) Elevated Tanks (60 feet and above)	48.57	26.50
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)	47.4	35.32+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + 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)	50.58	36.30
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	35.7	28.85

As of: November 7, 2025

8) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	35.95	28.85
10) Group 3: Pipelayers	36.2	28.85
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	36.2	28.85
12) Group 5: Toxic waste removal (non-mechanical systems)	37.7	28.85
13) Group 6: Blasters	37.45	28.85
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	38.7	28.85
Group 8: Traffic control signalmen	21.42	28.85
Group 9: Hydraulic Drills	36.45	28.85
Group 10: Toxic Waste Removers A or B With PPE	38.7	28.85
----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	37.93	28.85 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	36.96	28.85 + a

As of: November 7, 2025

----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	36.96	28.85 + a
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15) Form Erectors	37.29	28.85 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	36.96	28.85 + a
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17) Laborers Topside, Cage Tenders, Bellman	36.85	28.85 + a
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18) Miners	37.93	28.85 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---
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18a) Blaster	44.42	28.85 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	44.22	28.85 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	42.24	28.85 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	45.01	28.85 + a
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----TRUCK DRIVERS----(*see note below)

Block Truck	37.48	32.68 + a
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2 Axle	36.16	32.68 + a
Helpers	34.66	32.68 + a
Three Axle Trucks; Two Axle Mixer	36.27	32.68 + a
Three Axle Mixer	36.33	32.68 + a
Four Axle Trucks	36.39	32.68 + a
Four Axle Mixer	37.19	32.68 + a
5 Axle	36.39	32.68 + a
5 Axle Mixer	37.19	32.68 + a
Heavy Duty Trailer (40 tons and over)	38.66	32.68 + a
Heavy Duty Trailer (up to 40 tons)	37.39	32.68 + a
Snorkle Truck	36.54	32.68 + a
Swivel Dump and Tack Truck	36.39	32.68 + a
Euclids and Semi Trailer	36.44	32.68 + a

----POWER EQUIPMENT OPERATORS----

As of: November 7, 2025

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	52.92	29.80 + 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)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	51.42	29.80 + 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)	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + 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)	49.77	29.80 + a

As of: November 7, 2025

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	49.25	29.80 + 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).	48.67	29.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a

As of: November 7, 2025

Surveyor: Instrument Man	42.73	29.80 + a
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Surveyor: Rodman or Chairman	36.78	29.80 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	59.91	34.00
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21) Heavy Equipment Operator	53.92	31.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
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23) Driver Groundmen	44.93	28.47
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23a) Groundman Experienced	32.95	13.99
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----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
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25) Groundmen	32.1	13.95
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26) Heavy Equipment Operators	52.53	31.83
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27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
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As of: November 7, 2025

28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
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29) Technician	56.12	32.85
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----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	48.84	18.07
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----DREDGING----

Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
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Class B1: Maintenance Engineer	41.93	16.87+a+b
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Class C1: Mate/Welder	38.38	16.62+a+b
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Class D: Deckhand	30.86	16.09+a+b
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Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*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.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage 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.

--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.

SECTION J

Preliminary Road List

PRELIMINARY MICRO SURFACING ROAD LIST

Spring 2026

<u>Approximate</u>	<u>Location</u>	<u>Description</u>		<u>RSR</u>	<u>Length</u>	<u>Width</u>	<u>SY</u>
<u>Schedule</u>	<u>Road Resurfacing Projects</u>	<u>From</u>	<u>To</u>	<u>2023</u>	-	-	-
Spring 2026	Raytkwich Rd	Great Hill Rd.	Rado Dr.	84	2800	35	10,889
Spring 2026	Rado Dr	Great Hill Rd.	End	84	3547	35	13,794
Spring 2026	Cherry St	RT 63	end	89	4716	28	14,672
Spring 2026	Spencer St	Andrew Ave. School	Elm St	86	2907	30	9,690

Total 49,045

Spring 2027

<u>Approximate</u>	<u>Location</u>	<u>Description</u>		<u>RSR</u>	<u>Length</u>	<u>Width</u>	<u>SY</u>
<u>Schedule</u>	<u>Road Resurfacing Projects</u>	<u>From</u>	<u>To</u>	<u>2023</u>	-	-	-
Spring 2027	Lewis St	Spencer St	Scott St	87	1685	25	4,681
Spring 2027	Hillside Ave	Field St	Grove St	94	3217	25	8,936
Spring 2027	Buckingham St	Hillside Ave	North Church St	92	1042	24	2,779
Spring 2027	Beacon Valley Rd	New Haven Rd	Town line	92	1632	24	4,352
Spring 2027	Beacon Valley Rd	Beacon Valley Rd	New Haven Rd	92	1806	23	4,615
Spring 2027	Arch St	Scott St	Rubber Ave	92	921	26	2,661
Spring 2027	Manners Ave	Lewis St	Andrew Ave	86	1669	23	4,265
Spring 2027	Marshall Ave	Galpin St	Hoadley St	93	508	29	1,637
Spring 2027	Nixon Ave	Lewis St	Theresa St	92	867	26	2,505
Spring 2027	Russell St	Manners Ave	Dead End	92	262	26	757
Spring 2027	Sherman St	North Church St	Hillside Ave	92	1014	25	2,817
Spring 2027	Theresa St	Scott St	Manners Ave	92	440	18	880
Spring 2027	West St	Galpin St	Hoadley St	93	477	20	1,060

Total 41,944

SECTION K

Specifications

EXHIBIT 1

MICRO-SURFACING SPECIFICATIONS Highly Polymer Modified Asphalt (HiMA)

1. DESCRIPTION

Micro-surfacing is a tough and durable thin overlay material which can restore the original service properties to worn but structurally sound pavements. Its properties are based on a blend of select crushed aggregate and a sophisticated chemical formulation of asphalt cement, cationic emulsifiers, additives, and polymers. This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic, polymer-modified asphalt emulsion, mineral aggregate, mineral and field control additives, and water, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by the Engineer.

For this contract, additional micro-surfacing mixture additives shall be utilized for the purpose of improving performance and durability. These mixture additives shall include heavy polymer dosages in the emulsion (6% SBS polymer and referred to as “HiMA”, or “Highly Modified Asphalt”), and all additives shall be homogenously blended with the other micro-surfacing components.

2. MATERIALS

- a) **Emulsified Asphalt:** The emulsified asphalt shall be a quick-set, polymer-modified cationic type CSS-1H emulsion, and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall pass all applicable storage and settlement tests. The SBS polymer shall be milled into the emulsion or blended into the unmodified base asphalt. The cement mixing test shall be waived for this emulsion.

1) HiMA (6% SBS) Micro-Surfacing Residue Properties

Emulsion testing by distillation method (ASTM D5 or AASHTO T49) shall yield a Softening Point (ASTM D36 or AASHTO T53) not less than 170 degrees F.

- b) **Aggregate:**

1) General

The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate or combination thereof.

2) Aggregate Physical Requirements

- **Grading** - The aggregate including natural fines when tested by AASHTO methods T11 or T27 or ASTM C117 or C136, should meet the referenced gradation requirements.
- **Deleterious Substances** - To limit the permissible amount of clay-like fines in an aggregate, a sand equivalency value of 65 or higher is required when tested by ASTM 2419.
- **Soundness** - The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used, or 20% when the magnesium sulfate test is used.
- **Hardness** - The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test methods.

- c) **Water:** The water shall be potable and shall be free of harmful soluble salts.
- d) **Modifier:** Special quick-setting emulsifier agents shall be milled into the asphalt emulsion. The emulsified asphalt shall be so formulated that when the paving mixture is applied at a thickness of one inch with the relative humidity at not more than 50% and an ambient air temperature of at least 75 degrees F, the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface, as verified by the Engineer.
- e) **Additives:** A mineral additive shall be introduced to the aggregate and may be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps, or other approved mineral additive. It may be accepted upon visual inspection. The amount of mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirement.

A liquid field control additive may be introduced and blended with water to provide effective control of the required quick-set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer, and certified to be compatible with the mixture.

3. **ENGINEERING**

- a) **General:** Before work commences, the contractor shall submit a signed and certified mix design covering the specific materials to be used on the project. This design shall be performed by an AASHTO resource accredited facility specifically accredited for Pavement Preservation and micro-surfacing mix designs. Proof of such AASHTO accreditation shall be submitted with the mix design. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.
- b) **Mix Design:** The AASHTO resource accredited laboratory shall develop the job mix design and present certified test results for the contractor's approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. The job mix formula shall meet standard ISSA A143 micro-surfacing mix design requirements. All component material used in the mix design shall be representative of the material proposed by the contractor for use on the project.

- c) **Specifications:** The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use. The component materials shall be within the following limits.

Residual Asphalt - 5% to 9% by dry weight of aggregate

Mineral Additive - 0.5% to 3% by dry weight of aggregate

Polymer Modifier and Field Control Additive – As required to provide specified properties

Water - As required to produce consistency

Aggregate - Recommended Gradations:

	<u>Type II</u>	<u>Type III</u>
<u>Screen Size</u>	<u>% Passing</u>	<u>% Passing</u>
3/8"	100	100
#4	90-100	70-90
#8	65-90	45-70
#16	45-70	28-50
#30	30-50	19-34
#50	18-30	12-25
#100	10-21	7-18
#200	5-15	5-15

Suggested Application Rates:

Type II - Urban and Residential Streets and Airport Runways

- single course = 18-20 lbs./s.y.
- cape seal wear course = 25-28 lbs./s.y.
- double course = 30-32 lbs./s.y.

Type III - Interstate Routes

- double course = 30-36 lbs./s.y.
- wheel ruts = as required

Note: all application rates above are dry aggregate weights exclusive of emulsion and all other additives.

4. EQUIPMENT

- a) **General:** All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.
- b) **Mixing Equipment:** The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow, continuous run mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer, and discharge the mixed product on a continuous flow basis. The contractor shall own and have available two (2) continuous flow, continuous run mixing machines to ensure highest quality, and to mitigate the effect of equipment breakdowns. The machines shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate

supply to the proportioning controls. The machines shall be equipped with self-loading devices which provide for the loading of materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

- c) **Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices, and are used in material calibration and determining the materials output at any time.
- d) **Emulsion Pump:** The emulsion pump shall be a heated, positive displacement type pump.
- e) **Spreading Equipment:** The surfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. The spreader box width shall be capable of adjustment while paving in order to accommodate the changing width of some roadways without excessive overlaps. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal and secondary strike-off shall act as the final strike-off, and both shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities, and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The longitudinal joint where two passes join shall be neat in appearance, uniform and lapped. All excess material shall be removed from the jobsite prior to opening the road. The spreader box shall have suitable means provided to side-shift the box to compensate for variations in pavement width and longitudinal alignment. A rut box shall be available to pre-fill wheel ruts when necessary prior to overlay to eliminate puddles or runoff interruption. The rut box shall be no less than 4' wide and no more than 6' wide.
- f) **Auxiliary Equipment:** Suitable surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.

- g) **Screening Plant:** All aggregate shall be rescreened immediately prior to being loaded onto micro-surfacing equipment. The screening plant shall be equipped with a 3/8" screen to remove all oversized aggregate, and shall be capable of discharging screened aggregate directly onto the support equipment. Any material discharged onto the ground must be rescreened prior to use.

5. MACHINE CALIBRATION

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to construction, or previous calibration documentation covering the exact materials to be used may be acceptable provided they were made during the same calendar year. The documentation shall include the individual calibration of each material at various settings, which can be related to the machine metering devices.

6. WEATHER LIMITATIONS

The material shall be spread only when the road surface and atmospheric temperatures are at least 45 degrees F and rising, the weather is not rainy, and there is no forecast of temperatures below 32 degrees F within 48 hours from the time of placement of the mixture.

7. NOTIFICATION AND TRAFFIC CONTROL

- a) **Notification:** All homeowners and businesses affected by the construction shall be notified a minimum of one day in advance of the surfacing. This notification shall be in the form of "no parking" signs.
- b) **Traffic Control:** Suitable methods shall be used by the contractor to protect the micro-surface from traffic until the new surface will support traffic without damage. All traffic control methods used shall be in accordance with the Engineer's specifications and shall be employed in a safe manner. The cost of flaggers and any police details, if required, will be paid or reimbursed by the Owner.

8. SURFACE PREPARATION

- a) **General:** The area to be resurfaced shall be thoroughly cleaned of vegetation, loose aggregate and soil, particularly soil that is bound to the surface. Manholes, valve boxes and other service entrances will be protected from the surfacing material with polyethylene sheeting. All services will be uncovered upon completion of work.
- b) **Cracks in Surface:** If required by the Engineer, separate bid items will be provided to pre-treat the cracks in the surface with a fiberized crack sealer prior to the application of the micro-surfacing. Crack sealer shall be either PG 64-22 asphalt cement with not less than 5% polyester reinforcing fibers (PG + fibers), or a polymer and crumb rubber modified asphalt cement including not less than 3% polymers, 7% recycled tire crumb rubber (80 mesh), and 8% polyester fibers (PCRM + fibers). The modified asphalt cement incorporated in the PCRM + fibers material must meet PG 64-28E MSCR testing requirements. The sealant selected will be at the Engineer's discretion.
- c) **Tack Coat:** The contractor shall be required to apply a tack coat on any heavily oxidized pavements, and on high traffic roadways as directed by the Engineer. The tack coat shall consist of one part emulsified asphalt (CSS-1H) and three parts water, and be applied with a distributor at a rate of 0.05-0.10 gallons per square yard. If tack coat is to be required, the Bid Proposal form shall include a pay item to furnish and install it.

9. STOCKPILE

Precautions shall be taken to ensure that aggregate stockpiles do not become contaminated. The mineral aggregate shall be re-screened prior to being directly loaded onto micro-surfacing equipment.

10. APPLICATION

- a) **General:** The surface should be pre-wetted by fogging ahead of the spreader box when required by surface and ambient conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface.

The micro-surfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive amounts of oversized aggregates appear in the mix, the job will be stopped until the contractor proves to the Engineer that the situation has been corrected.

- b) **Joints:** No excessive buildup, uncovered areas or unsightly appearances shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved areas.
- c) **Mix Stability:** The micro-surfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion, and free of segregation of the emulsion and aggregate fines from the coarser aggregate.
- d) **Hand Work:** Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork.

The same type finish as applied by the spreader box shall be required. Handwork shall be completed immediately after the micro-surfacing mixture is discharged from the spreader box.

- e) **Lines:** Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a neat workmanship appearance.
- f) **Rolling:** If required by the Engineer, specified areas shall be rolled by a self-propelled, 5 to 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. If rolling is to be required, a separate bid item for it will be included in the Bid Proposal form.

11. QUALITY CONTROL

- a) **Materials:** The contractor will permit the Engineer to take samples of the aggregate and asphalt emulsion to be used in the project at the Engineer's discretion. Gradation and sand equivalency tests may be run on the aggregate, and residual asphalt content tests run on the emulsion. Test results will be compared to specifications. Tests will be run by a qualified laboratory at the expense of the Owner. The Owner must notify the contractor immediately if any test fails to meet the specifications.

- b) **Micro-Surfacing Mixture:** Samples of the mixture should be taken daily and may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run by a qualified laboratory at the expense of the Owner. The Owner must notify the contractor immediately if any test fails to meet specifications.

The Engineer may use the recorder and measuring facilities of the paver to determine application rates, asphalt emulsion content, mineral and field control additives, and water.

- c) **Non-Compliance:** If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the machine is working properly.

12. PERFORMANCE

It is the intention of this Public Agency not to award a contract for Micro-Surfacing work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully, and to complete it within the time named in the contract. The Public Agency also reserves the right to reject this or any other proposal, or to award the contract as is deemed to be in the best interest of said Public Agency.

- a) **Proof of Experience:** To illustrate its experience and capabilities to perform micro-surfacing work, bidder shall provide with his bid a list of similar projects completed within the last 3 years. Such list shall include the project names and locations, owner or agency contact names and telephone numbers, and the total area of work completed for each project. The total quantity of work for all projects on this list shall not be less than 1 million square yards. In addition to experience with conventional micro-surfacing, the bidder must also be able to demonstrate experience applying the highly modified asphalt (HiMA 6% SBS polymer) variation of micro-surfacing, and such experience shall be noted on the above required list of similar recent projects including the contact information for each project.
- b) **Contractor Certification:** To ensure contractor's capabilities, the bidder shall provide with his bid evidence that at least two (2) of the company's micro-surfacing field supervisory personnel have completed AASHTO TSP2 training and successfully passed the Slurry Systems certification exam administered by the National Center for Pavement Preservation (NCPP). During completion of the work, contractor will be required to have at least two (2) AASHTO TSP2 Slurry Systems certified employees including the crew foreman assigned to the job and present at all times when micro-surfacing work is being performed.
- c) **State DOT Prequalification:** To further ensure the contractor's capabilities, the bidder shall provide with his bid evidence of his current prequalification status by the State DOT for the categories of work contained herein.

13. PERFORMANCE WARRANTY

The contractor must furnish the following warranty after completion of the work and prior to final payment:

The Contractor hereby warrants that all workmanship and all materials furnished under this contract comply fully with requirements of these Micro-Surfacing Specifications. If at any time within two years after the date of the final inspection, any unfaithful or defective work should appear which in the opinion of the Owner is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the Owner. The Owner will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repairs within a mutually agreed time frame.

14. METHOD OF AWARD

To ensure contractor accountability, the owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder

15. MEASUREMENT AND PAYMENT

The quantity to be measured for payment will be the number of tons of micro-surfacing actually completed, and this quantity shall be determined and verified daily utilizing the revolution counters affixed to the calibrated equipment. The accepted quantity of micro-surfacing will be paid for at the contract unit price per ton of the type specified in the proposal, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment and incidentals for the satisfactory completion of this item. Tack coat and crack sealing (if required) will be paid for by the gallon of material applied as determined and approved daily by the Engineer.

- a) **Asphalt Price Adjustments:** Contractor's bid prices below shall be based upon the current State DOT asphalt cement price index posted exactly two (2) weeks prior to the due date for receipt of bids ("Bid Index"). If the posted State DOT asphalt cement price index in place when the work is performed differs from the Bid Index, up or down, then Contractor's invoices shall include price adjustments for the asphaltic materials, and these adjustments shall be calculated based on the actual tons of liquid asphalt cement incorporated into the work.
- b) **Future Year Price Adjustments:** The owner agency reserves itself the option to extend the use, terms, conditions and prices of this bid for an additional three (3) years after the first year in which the contract is awarded. Such extension will be subject to the Owner reviewing and approving the Contractor's annual request for a price adjustment based on and limited to the prior year's actual rate of inflation. If such price adjustment cannot be mutually agreed upon between the Owner and Contractor, Owner may choose to re-bid the work in lieu of extending this contract.

EXHIBIT 2 --- None

EXHIBIT 3

RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED ASPHALT COMPOUND WITH REINFORCING FIBERS

1. DESCRIPTION

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary.

2. MATERIAL

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

- a) **The asphalt binder** shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:
- The binder will meet PG 64-28E requirements after modification including:
 - PG grade requirements of AASHTO M320
 - Requirements of AASHTO TP70/MP19
 - Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
 - The asphalt supplier shall provide testing for both the neat and modified asphalt binders
 - See below for typical modified test results for 64-28E with crumb rubber:

DSR ORIGINAL

- kPa >1.00 @ 64° C. Fail temp = 76+° C

DSR RTFO

- kPa >2.20 @ 64° C. Fail temp = 76+° C

MSCR

- JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C
- R3200 (Average % Recovery): >70%

DSR PAV

- kPa <6000 @ 64° C

BBR

- Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

- b) **The fiber reinforcing materials** shall be short-length polyester fibers having the following properties:

Length*	0.25 in. \pm 0.02 in.
Elongation at Break (ASTM D2256-90)	35% \pm 3%
Melting Point (ASTM D3418-82)	>475°F (246°C)
Crimps/Inch (ASTM D3937-90)	None
Cross Section	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity (ASTM D792-91)	1.32 to 1.40

* *At temperatures ranging from ambient to maximum finished product mix temperature*

** *Subject to Normal Variations*

- c) **Modifying Compound:** The modified asphalt-fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

3. **EQUIPMENT**

Equipment used in the performance of the work required by this section of the specification

shall be subject to approval by the Owner and maintained in a satisfactory working condition at all times.

- (a) **Air Compressor:** Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- (b) **Broom or Sweeper:** Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.
- (c) **Melter:** The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F, and must be capable of pumping an 8% fiber content blend.

4. PREPARATION OF CRACKS

- a) **Debris and Vegetation Removal:** All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000°F and 3,000' feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed
- b) **General:** No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present; or when the ambient temperature is below 25°F.

5. PREPARATION AND PLACEMENT OF SEALANT

- a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the Contractor must have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melter kettle during the work day under any circumstances. Minimum application temperature shall be 320°F.
- b) Sealant shall be delivered to the pavement cracks through a high-pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5" inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3" inches. When traffic requires immediate use of the roadway, a liquid crack sealant barrier material or a boiler slag aggregate shall be broadcast over the cracks to prevent the sealant from being picked up at no additional cost to the Owner.

6. WORKMANSHIP

All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted and will be corrected and/or replaced as required by the Owner.

7. PERFORMANCE

- a) It is the intention of the Owner not to award a contract for this work under this or any other proposal if the contractor cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract. The Owner reserves the right to reject this or any other proposal, or to award the contract as is deemed to be in the best interest of said Owner.
- b) To ensure contractor's capabilities, the bidder shall provide with his bid evidence that at least two (2) of the company's crack sealing field supervisory personnel have completed AASHTO TSP2 training, and successfully passed the Crack Treatment certification exam administered by the National Center for Pavement Preservation (NCPPE). During completion of the work, contractor will be required to have at least one (1) AASHTO TSP2 Crack Treatment certified employee assigned to the job and present at all times when crack sealing work is being performed.
- c) Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Penalties will be imposed upon the Contractor for overbanding beyond three inches (3").
- d) The Contractor must submit the following with his bid proposal:
 - A list of six (6) jobs which he has successfully completed with the polymer and crumb rubber modified asphalt compound with reinforcing fibers

specified herein, giving the name and address of these projects so they can be investigated prior to the award of the contract.

- The trade name of the crack sealant the contractor intends to use.
 - The manufacturer of the crack sealant the contractor intends to use.
- e) The Owner will require the Contractor to successfully perform a 200' foot test strip in the field prior to commencing work under the contract.
- f) Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications, including the following:
- 1) Performance Grade of Unmodified Asphalt: **PG 64-28S** (standard)
 - 2) AASHTO M-320, Table 1
 - 3) 7% chemically-modified crumb rubber (CMCR)
 - Composed of 100% 80-mesh recycled tire rubber
 - 4) 3-4% specially formulated polymer package
 - 5) Performance Grade of Modified Asphalt: **PG 64-28E** (able to withstand "extremely heavy" traffic loads)
 - 6) AASHTO M-320, Table 1
 - "E" Jnr 3.2 kPa @ 64°C: **<0.5%**
 - R3200 (Average % Recovery) @ 3.200 kPa: **>70%**
 - 7) 8% polyester reinforcing fibers
- g) Time is of the essence in the completion of this work in order to minimize disruption to the traveling public, and to reduce the Owner's cost for police details and inspections of the work in progress. Accordingly, bidders shall submit with their bid the volumetric capacity (in gallons) of the melter kettle proposed to perform the work, together with a statement regarding their average anticipated daily production rate or range of gallons per day of material expected to be applied. The bidder's melter kettle must have a minimum capacity of 1000 gallons. The Owner reserves the right to consider its costs for traffic control and inspections in addition to contractor's bid prices to determine the proposal with lowest overall costs.

8. TRAFFIC CONTROL

The cost of flaggers and any police details, if required, will be paid or reimbursed by the Owner. The Owner will coordinate detail assignments which will be billed to the Contractor directly based on the hourly cost. The Contractor will not be reimbursed for police detail expenses incurred due to failure to cancel or cancelling without the required notice.

9. METHOD OF AWARD

To ensure contractor accountability, the Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

10. MEASUREMENT AND PAYMENT

a) The unit of measure for the work may be any of the following:

- a) Gallon
- b) Pound
- c) Linear Foot
- d) Square Yard
- e) Day
- f) Lump Sum

The unit of measure will be determined by the awarding authority and set forth in the bid documents. Payment shall be at the unit price bid in the proposal and shall be full compensation for furnishing, preparing, placing the material specified and furnishing of all labor, equipment and incidentals for the satisfactory completion of this item

11. ASPHALT PRICING AND PRICE ADJUSTMENTS

a) **Asphalt Price Adjustments:** Contractor's bid prices below shall be based upon the current State DOT asphalt cement price index posted exactly two (2) weeks prior to the due date for receipt of bids ("Bid Index"). If the posted State DOT asphalt cement price index in place when the work is performed differs from the Bid Index, up or down, then Contractor's invoices shall include price adjustments for the asphaltic materials, and these adjustments shall be calculated based on the actual tons of liquid asphalt cement incorporated into the work.

Future Year Price Adjustments: The Owner reserves itself the option to extend the use, terms, conditions and prices of this bid for an additional three (3) years after the first year in which the contract is awarded. Such extension will be subject to the Owner reviewing and approving the Contractor's annual request for a price adjustment based on and limited to the prior year's actual rate of inflation. If such price adjustment cannot be mutually agreed upon between the Owner and Contractor, Owner may choose to re-bid the work in lieu of extending this contract.

Test on Emulsion	Method	Specification
Viscosity @122°F (SFS)	ASTM D244	50 - 400
Residue, w%, minimum.	ASTM D244	65
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Specific Gravity of residue of recovered latex min.	WE-EM – 100-2 ⁽⁵⁾	1.15
Test on Residue⁽¹⁾		
Viscosity @ 140°F, (P), maximum.	ASTM D2171	5000
Penetration @ 39.2°F, minimum.	ASTM D5	40
Elastic Recovery on residue by distillation, %, minimum.	AASHTO T59, T301 (1,2)	45
Test on Latex:		
Specific Gravity (minimum)	ASTM 1475	1.08
Tensile strength, die C dumbbell, psi, minimum	ASTM D412 ⁽³⁾	500
Swelling in rejuvenating agent, % maximum; 48 hours exposure @ 104°F	ASTM D471 ⁽⁴⁾ Modified	40% intact film
Test on rejuvenating agent:		
Flash point, COC , °F	ASTM D92	> 380
Hot Mix Recycling Agent Classification	ASTM D4552	See Section II

Section I. Product Specification:

PASS patent #5180428, patent #7357594, other patents pending

⁽¹⁾ Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F plus or minus 10° F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.

⁽²⁾ Elastic Recovery @ 10° C (50° F): Hour glass sides pull 20 cm, hold 5 minutes then cut, let sit 1 hour.

⁽³⁾ Tensile Strength Determination: Samples for testing for tensile strength in accordance with ASTM D412 shall be cut using a die dumbbell at a crosshead speed of 20 in/min.

⁽⁴⁾ Latex Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the

rejuvenating agent. Then, add at least another ½” deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the recycling agent.

⁽⁵⁾ See Exhibit B WE-EM – 100-2

Section II - Recycling Agent

The recycling agent shall meet the following specification:

Test	Specification
Viscosity, 140F, CST	50-175
Flash Point, F, COC	380 Min.
Saturate, % by wt.	30 Max
Asphaltenes	1.0 Max.
Test on Residue	
Weight Change, %	6.5 Max.
Viscosity Ratio	3 Max

Section III- Material Certifications and Testing

The emulsion manufacturer, through the contractor, shall submit to the agency certification that the emulsion meets the specification. The latex manufacturer, Polymer Science of America, through the contractor, shall submit to the agency test results from an accredited laboratory, certification that the latex is compatible in a cationic, meets the required specifications and that it is supplying the latex for this contract. The agency will not accept test results dated more than 90 days from the date of bid opening.

The refinery supplying the recycling agent, through emulsion supplier and the contractor, shall submit to the agency test results on the recycling agent and certification that the recycling agent meets the required specifications.

Polymer films required for testing must be prepared in accordance with this specification by a laboratory with an IAS ISO 17025 accreditation. The polymer films used for testing shall be derived from the same 1-quart sample received from the manufacture of the latex. The swell test, tensile test and specific gravity test shall be performed and certified by the same laboratory. The refinery manufacturing the recycling agent shall

submit to the laboratory testing the latex a one-quart sample of the recycling agent for use in the swell test.

Certifications and test results on the latex and the recycling agent shall be submitted and **attached to the bid proposal**.

Certifications and test results on the emulsion must be submitted to the agency and approved by the agency 5 days prior to supplying material.

Prior to and during the project the agency may require one-quart samples of both the finished emulsion and the latex used in the emulsion. The agency will be allowed to withdraw samples from the supplier's storage tanks and submit to the agency designated laboratory for testing. All testing shall be at the Agency's expense.

Aggregate:

The Aggregate shall conform to the following requirements prior to placing on the roadway.

*** Aggregates – shown by Grading Type and % passing**

Grading		A	B	C
		1/4 X #10	5/16 X #8	3/8 X #6
1/2	(12.5 mm)	100	100	100
3/8	(9.5 mm)	100	100	90 - 100
#4	(4.75mm)	60 - 80	35 - 55	5 - 20
#8	(2.36mm)	0 - 15	0 - 10	0 - 7
#16	(1.18mm)	0 - 5	0 - 5	0 - 5
#30	(600 um)	0 - 4	0 - 4	0 - 4
#200	(75 um)	0 - 3	0 - 3	0 - 3

* Grading Type shall be that specified in the Bid Schedule

PAYMENT

Payment for Polymer Modified Asphalt Surface Sealer shall include full compensation for furnishing labor, materials, equipment and incidentals, pre-sweeping, post-sweeping, including cleaning of the surface, mixing and applying the emulsion sealer on the pavement, the Standard Specifications, these Special Provisions and as directed by the Engineer.

ASPHALT PRICE ADJUSTMENTS:

General:

1. Asphalt Price Adjustments allowed will be based on the January 29, 2025 average of F.O.B terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the Connecticut Department of Transportation based on prices of performance graded binder in accordance with the State of Connecticut Dept. of Transportation Standard Specification.

The January 29, 2025 average is \$527.50 per ton.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices that are posted on the 1st of each month, hereafter known as the "Adjustment Date", During the contract period starting with March 1, 2025. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., March 1, 2025) following the adjustment date.

The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

$$\begin{array}{lcl} \text{Price} & & \text{Base Average} \\ \text{Adjustment} & = & \text{Terminal} \\ \text{(per gallon)} & & \text{Price} \end{array} - \frac{\text{New Monthly Average FOB Terminal Price}}{235} \times \text{Total Allowable Petroleum\%}$$

The allowable petroleum % for PASS is 64% + 4%=68% Total Petroleum Allowance.

2. 0 Reference Documents

2.1 Documents

ASTM D-70. Density of Semi-Solid Bituminous Materials (Pycnometer Method)

ASTM D-1475. Density of Liquid Coatings, Inks and Related Products

ASTM D-1856

EXHIBIT 5

ASPHALT PRICE ADJUSTMENTS:

LIQUID BITUMINOUS MATERIALS SPECIFICATION (Micro-surfacing)

1. Asphalt price adjustments allowed will be based on \$545.00 per ton average of the F.O.B. terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price).

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", starting at time of submission of bid. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month following the adjustment date.

3. The unit prices of bituminous materials purchased based on this specification will be subject to adjustment based on the following formula:

$$\boxed{\begin{array}{c} \text{New Average FOB} \\ \text{Terminal Price} \end{array}} - \boxed{\begin{array}{c} \text{Base Bid} \\ \text{Average} \\ \text{Terminal} \\ \text{Price} \end{array}} \times \boxed{\begin{array}{c} \text{Total Allowable Petroleum \%} \\ \text{Type II} = 9.0 \end{array}} = \boxed{\begin{array}{c} \text{Price Adjustment} \\ \text{(Per US Ton)} \end{array}}$$

NEW MONTHLY AVERAGE F.O.B TERMINAL PRICE:

The average F.O.B terminal price for unmodified PG 64-22 binder without anti-stripping agent as determined by the Department of Transportation Standard Specification, or certified F.O.B. tickets.

BASE AVERAGE F.O.B TERMINAL PRICE

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent as determined by the Department of Transportation as of bid submission date.

TOTAL ALLOWABLE PETROLEUM:

The percentage of total allowable petroleum for each item is as follows:

**GROUP 31506 – LIQUID BITUMINOUS MATERIALS SPECIFICATION
(Micro-surfacing)**

Item	Asphalt %	Petroleum Allowance	Total Allowable Petroleum %
Micro Type II	9.0 %	0	9.0 %

Asphalt price adjustment will not be allowed for materials, which do not have an asphalt cement base.

EXAMPLE:

Items #1

Base Avg. Price = \$585.00

New Avg. Price = \$590.00

Total Allowable Petroleum = 9.0% (Micro Type II – Item 1)

$\$590.00 - 585.00 \times .09 = \0.45 per US Ton

Positive Price Adjustment number shall be added to original per Ton Bid Price

Negative Price Adjustment number shall be subtracted from original per Ton Bid Price.

EXHIBIT 6

LIQUID BITUMINOUS MATERIALS (Crack Sealing) SPECIFICATION

ASPHALT PRICE ADJUSTMENTS: PG64-22 + FIBERS

1. Asphalt price adjustments allowed will be based on the \$545.00 per ton of the F.O.B. terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined based on price of pre-approved primary sources of performance graded binder.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices posted on the 20th of each month, hereafter known as the "Adjustment Date", starting at time of submission of bid. However, asphalt price adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., May 1, 2007) following the adjustment date.

3. The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

$$\boxed{\begin{array}{c} \text{New Average FOB} \\ \text{Terminal Price/Ton} \end{array}} - \boxed{\begin{array}{c} \text{Base Bid} \\ \text{Average} \\ \text{Terminal} \\ \text{Price/Ton} \end{array}} \times \boxed{\begin{array}{c} \text{Total Allowable Petroleum \%} \\ \text{Crack Sealing (95\%)} \end{array}} = \boxed{\begin{array}{c} \text{Price Adjustment} \\ \text{(Per US Ton)} \end{array}}$$

NEW MONTHLY AVERAGE F.O.B TERMINAL PRICE:

The average F.O.B terminal price for unmodified PG 64-22 binder without anti-stripping agent as determined by the Department of Transportation Standard Specification, or certified F.O.B. tickets.

BASE AVERAGE F.O.B TERMINAL PRICE

The average F.O.B. terminal price of unmodified PG 64-22 binder without anti-stripping agent as determined by the Department of Transportation as of bid submission date.

TOTAL ALLOWABLE PETROLEUM:

The percentage of total allowable petroleum for each item is as follows:

PG64-22 (Item #4)	Asphalt %	Petroleum Allowance %	Total Allowable Petroleum %
	95%	0	95%

Asphalt price adjustments will not be allowed for materials, which do not have an asphalt cement base.

EXAMPLE:

Item PG64-22 + Fibers

New Avg. Price	Base Avg. Price	Total allowable	Price Adjustment
<u>\$527.50/Ton</u>	<u>\$527.50/Ton</u>	Petroleum Crack	(per pound)
2,000		Sealing 95%	

Positive Price Adjustment number shall be added to original per pound Bid Price.

Negative Price Adjustment number shall be subtracted from original per pound Bid Price.

Price adjustment shall not apply to the street Table bids if provided.

EXHIBIT 7

**BOROUGH OF NAUGATUCK**229 Church Street
Naugatuck, CT 06770**VENDOR APPLICATION FORM****VENDOR INFORMATION**

COMPANY / FIRM NAME as shown on Federal Tax Return		VENDOR ID. If applicable
ALTERNATE NAME if applicable/(doing business as)		TAX ID NUMBER FEIN OR SSN
VENDOR ADDRESS		
PAYMENT ADDRESS if different from above		
PO MAILING ADDRESS if different from above		
PHONE	FAX	WEBSITE
POINT OF CONTACT FOR SALES - NAME & TITLE		POINT OF CONTACT EMAIL

ORGANIZATION TYPE (Please submit completed W9)

<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Individual/Sole Proprietor or Single Member LLC	<input type="checkbox"/>	Trust/estate
<input type="checkbox"/>	S Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Limited Liability Company. (C=Corp, S=S Corp, P=Partnership)
<input type="checkbox"/>	Other				

VENDOR TYPE

<input type="checkbox"/>	SERVICE	Type of Service	
<input type="checkbox"/>	PRODUCT	Type of Product	
<input type="checkbox"/>	BOTH		

SERVICE VENDORSWhere will the Service be performed: ☐ Borough Property ☐ Vendor's location

Is a State License required to perform work in the State of Connecticut? If Yes:

☐ YES ☐ NO

Type of License for Business: (Electrical, Mechanical, HVAC, etc.)

Credential Number (also provide a copy of current license)

**Also provide individual license copy for employees performing work onsite(i.e. Electrical license, HVAC, etc)

NOTE: Service Vendors require a COI to be submitted to Purchasing, as well as a signed Insurance Agreement

DEPARMENT USE ONLY

Expected Annual Purchase \$\$ _____

Anticipated Purchase Authority _____ (reason for adding vendor)

Which line item from your GL will this Vendor fall under?

Will we be processing payments for this Vendor? ☐ YES ☐ NO

Documents obtained: _____ W9 _____ COI _____ Signed Insurance Agreement

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the 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 licensed to do business in the state of Connecticut.

Evidence of insurance, with adequate limits of liability, shall be furnished to the Borough. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Borough of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

The Borough expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the Contractor or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Borough, as well as name the Borough as an additional insured on a primary and non-contributory basis. The Contractor must require that all subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of the Contractor including additional insured status and waiver of subrogation requirements.

In the event of a dispute with respect to contract terms and conditions, this agreement and all of its terms and conditions, including but not limited to insurance and indemnification requirements, takes precedence over all other agreements.

Limitation of liability of any form by the Contractor or subcontractors is expressly forbidden. It's expected that the Contractor will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Borough.

- 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 \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000.

Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

- 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.

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.

C. *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.

The Contractor shall not commence Work under the Contract until all insurance required has been procured and approved by the Borough nor shall the Contractor allow any of its subcontractors to commence Work until comparable insurance has been procured and approved by the Borough. Notwithstanding the foregoing, Contractor shall be liable for the actions and inactions of subcontractors who perform Work pursuant to this RFP and subsequent contracts.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers 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.

Signed by Contractor:

Date:

Address:

Signed by Borough:

Date:
