

PROJECT MANUAL

**Waste Removal Actions – Parcel Y
0 Elm Street
(parcel 48-152)
NAUGATUCK, CONNECTICUT**

Contract No. FY27-139

October 9, 2026

Borough of Naugatuck



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Borough of Naugatuck

LEGAL NOTICE

**Waste Removal Actions – Parcel Y, 0 Elm Street
NAUGATUCK, CONNECTICUT
Contract No. FY27-139**

Sealed bids will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office, 229 Church Street, Naugatuck, CT 06770, on **Thursday, November 19, 2026, at 11:00 A.M.**, at which time and place all bids will be publicly opened via ZOOM and read aloud. A mandatory pre-bid site meeting will be held on October 29, 2026 at 2:00 pm. Bids will not be accepted from firms not attending the pre-bid site meeting. Questions concerning the proposed scope of work shall be submitted by NOON November 12, 2026.

This project is subject to both the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) and Connecticut General Statutes Section 31-53 (CT Prevailing Wage Law)

Please follow link below at scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286?pwd=JEZCAEJIoet3nV2NV0o0oviSbAGanu.1&omn=86223419250>

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 web site <http://www.naugatuck-ct.gov>. All bidders must check the Naugatuck web site no more than three days prior to the bid opening to check for addendums.

The right is reserved by the Borough of Naugatuck to reject any or all Bids, to waive any informalities or defects in Bids, and to make such time extensions as may be necessary in order to review and compare Bids, to obtain such supplemental information as may be necessary to review Bids and to accept Bid(s) that, in the judgment of the Borough of Naugatuck, will be in the Borough's best interest.

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

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

INFORMATION FOR BIDDERS

Borough of Naugatuck

**Waste Removal Actions
Parcel Y
0 Elm Street
NAUGATUCK, CONNECTICUT
Contract No. FY27-139**

1. Proposals Received

Sealed bids for the following project will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Lobby, Town Hall, 229 Church Street, Connecticut, 06770 until November 19, 2026 at 11:00 AM local time after which no additional bids will be accepted.

A mandatory pre-bid site meeting will be held on October 29, 2026 at 2:00 pm. Bids will not be accepted from firms not attending the pre-bid site meeting. The entrance to the site is opposite 51 Elm Street approximately 260 feet north of the Scott Street intersection. Questions concerning the proposed scope of work shall be submitted by NOON November 12, 2026.

Immediately following the above time and date sealed bids will be publicly opened and read at the Town Hall at the Borough of Naugatuck, Accounting Dept, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286?pwd=JEzCAEJloet3nV2NV0o0oviSbAGanu.1&omn=86223419250>

Meeting ID: 676 111 6286

Passcode: 560827

2. Location and Description of Work

This project consists of the removal and lawful disposal of debris, equipment, containers, liquid and solid wastes from the parcel known as Parcel Y located at 0 Elm Street in Naugatuck, CT (Site). The entrance to the site is opposite 51 Elm Street approximately 260 feet north of the Scott street intersection. The work will be overseen by SLR Licensed Environmental Professionals (LEP) and coordinated through SLR on behalf of the Borough of Naugatuck. This phase of work is being completed via public funding that requires multiple bids for removal actions and will ultimately be limited by the funding allocated for the project. All proposed costs will require the use of current prevailing wage rates.

The selected Waste Removal Contractor shall possess and maintain throughout the term of the work all licenses, permits, and approvals required by the Connecticut Department of Energy and Environmental Protection (CT DEEP) for the containment, handling, transportation, removal, and disposal of regulated liquid and/or solid wastes. The contractor shall hold a valid CT DEEP Waste Transporter Permit and/or Spill Contractor Permit pursuant to Connecticut General Statutes §22a-454 and all associated regulations. Evidence of such permits shall be provided with all bids.

3. Schedule of Construction and Time of Completion

The attention of the Bidder is called to the provisions of the General Requirements, Section 6 of the General Conditions, and requiring submitting a schedule of operations.

The attention of the Bidder is called to the requirements of Time for Completion, Section 3 of the Supplemental Conditions for initiation and completion of the work.

The Bidder's attention is especially directed to Liquidated Damages, Section 4 of the Supplement Conditions for information about failure to complete the project on time.

4. Plans and Project Manuals

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within three (3) days of the scheduled bid opening to check for addenda.

The construction contract for Waste Removal Actions – Parcel Y, 0 Elm Street, NAUGATUCK, CONNECTICUT Contract No. FY27-139, will be entered into by the successful bidder and the Borough of Naugatuck.

5. Addenda and Interpretations

No interpretations of the meaning of the contract documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to James Stewart, Borough of Naugatuck Department of Public Works, 246 Rubber Avenue, Naugatuck, CT 06770 or emailed to JStewart@naugatuck-ct.gov. To be given consideration, such requests must be received at least seven (7) 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 contract documents, which, if issued, will be posted to the Borough's internet page for all prospective Bidders, no later than four (4) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to

cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

Where borings or other exploration data are shown on the Plans or made available to the Bidder, it is understood that such data were obtained in the usual manner, and with reasonable care, and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the depths or the character of the material and water levels have been correctly indicated, and the Bidder is cautioned to take into account that condition affecting the work may differ from those indicated.

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

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

7. Existing Conditions

In bidding on this Contract, each Bidder acknowledges that he has made whatever investigation of the project site he has deemed necessary for the purpose of bidding

8. Estimate of Work

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

9. Qualification of Bidders

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

Lowest Responsible and Qualified Bidder: As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.

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

No proposal will be considered unless accompanied by a certified check in U.S. dollars, or bid bond using an insurance company licensed to do business in the State of Connecticut in an amount equal to at least 5% of the amount of the bid and payable to the order of the Borough of Naugatuck, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated. Such checks or bid bonds will be returned to all bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful Bidder.

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 ten (10) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its option, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

16. Bonds

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

business in the State of Connecticut. All sureties shall be in full force throughout the guarantee period and until the retainage is released.

17. 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.

18. 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 Contract Documents. The ACORD Certificate of Liability Insurance form is the industry accepted evidence of insurance and shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

'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. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. Workers Compensation: The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury;

\$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of our right to recover from other endorsement'.

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

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

The Contractor shall advise their insurers or agent of the contract provisions regarding insurance. The failure of the Contractor to notify insurers or agent of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

19. 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' parcel. He shall make good any damages to the satisfaction of the Borough. There shall be no additional compensation for the repair or restoration of private property, or private improvements within the Boroughs' parcel.

20. 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.

21. 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.

22. 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.

23. CHRO Contract Compliance Regulations

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is 4.75%. The MBE goal for this project is 2.93%. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

24. Work Plan

The Contractor shall prepare a Work Plan to describe the means and methods for: coordination with the Owner, regulated material handling, transportation, disposal, decontamination, and project close-out.

25. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a

consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

26. Wage Rates

The Bidder's attention is directed to Section 39 and 40 of the General Requirements in connection with wage rates.

27. Power of Attorney

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

28. Right to Reject

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

29. Purchasing

All goods and services pertaining to work in this bid document shall commence with the vendors receipt of a Purchase Order from the Borough of Naugatuck.

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

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

30. Equal Opportunity Clause

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

31. Non-Discrimination and Affirmative Action Provisions

- (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, sexual orientation, 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; (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 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; (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) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy

adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into 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.

(D) "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; 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. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an

agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

32. State Set-Aside and Contract Compliance Requirements:

Not applicable.

33. Forms Requirements

All forms in this document must be filled, signed and returned with the bid. Missing or not signed forms may disqualify bid submission package. In addition, the following forms should also be included:

- Bid Proposal
- References/Qualifications
- Contractors Qualification Summary
- Certificate of Non-Collusion
- Bid Bond
- Surety Guaranty Form
- Completed IRS Form-W9
- Certificate of Insurance listing Borough of Naugatuck as Certificate Holder
- Completed Insurance Agreement

PROPOSAL FORMS/BID FORMS

PROPOSAL/BID FORM

Borough of Naugatuck

Waste Removal Actions – Parcel Y
NAUGATUCK, CONNECTICUT Contract No. FY27-139

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 information 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: _____

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, and the bid security, for not less than five percent (5%) of the amount of the bid, accompanying this Proposal, shall become the property of the said Owner as liquidated damages for the delay and additional expense to the Owner caused thereby if said Proposal shall be rejected, or if said Proposal shall be accepted and the Bidder shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, the accompanying bid security shall be returned to the undersigned making bid.

PROPOSAL/BID FORM

Borough of Naugatuck

Waste Removal Actions – Parcel Y
NAUGATUCK, CONNECTICUT Contract No. FY27-139

Forms Requirements

All forms in this document must be filled, signed and returned with the bid. Missing or not signed forms may disqualify bid submission package. In addition, the following forms should also be included:

- Bid Proposal
- References/Qualifications
- Contractors Qualification Summary
- Certificate of Non-Collusion
- Bid Bond
- Surety Guaranty Form
- Completed IRS Form-W9
- Certificate of Insurance listing Borough of Naugatuck as Certificate Holder
- Completed Insurance Agreement

By submission of this Bid, the Bidder certifies that it is in compliance with all applicable CHRO Contract Compliance requirements and shall comply with all reporting, recordkeeping, nondiscrimination, and affirmative action obligations imposed by Connecticut law.

Seal
(if bid is by a Corporation)

Firm or Corporation_____

By:_____
(Duly Authorized)

Street Address_____

City_____ State_____ Zip_____

Telephone _____

Email _____

Fax _____

Date

Waste Removal Actions – Parcel Y
NAUGATUCK, CONNECTICUT
Contract No. FY27-139

BIDDER'S NAME:

Waste Removal Bid Form Including Transport and Disposal

- Instructions**

All unit prices shall include full cost for handling, loading, transportation, and disposal/recycling, unless otherwise noted.

Hazardous waste items include disposal at permitted TSDF facilities.

Non-contaminated materials shall include recycling or disposal at appropriate permitted facilities.

Item	Unit	Bid Quantity	Unit Price	Total Price
Mobilization / Demobilization	LS	1		
Site Characterization / Preparation	LS	1		
Field Crew (3-4 workers)	Day	20		
Field Crew Supervisor/Support	Day	20		
55-gallon Drums (including contents, handling, transport, disposal)	Each	50		
Misc capacity buckets (5 gallon or more; including contents, handling, transport, disposal)	Each	200		
Small Containers (<1 gallon, handling only)	Each	50		
Lab Packs (complete: packing, transport, disposal)	Each	5		
Overpack Drums (complete: overpack, transport, disposal)	Each	20		
Compressed Gas Cylinders (flammable and non-flammable)	Each	20		
Bulk Liquid Waste (incl: pumping, profile, transport, disposal. Excludes liquids contained in priced drums and buckets)	Gallons	1,000		
Contaminated Solid/Debris (incl: transport, disposal)	Tons	8		
Non-Contaminated Scrap Metal and Debris (excluding vehicles/trailers)	Tons	5		
Large Items / equipment removals (vehicles/trailers, large equipment; includes loading, hauling, and disposal or recycling as applicable)	Each	5		
White Goods (appliances, etc; includes refrigerant handling/disposal if required)	Each	10		
Non-hazardous solid waste (household trash, general debris)	CY	200		
Lead-Acid Batteries	Each	10		
Mixed Universal Waste	Pounds	50		
Sampling / Laboratory Analysis	Each	75		
TOTAL PRICE				

Notes:

- Non-contaminated scrap metal and debris shall be segregated from hazardous or contaminated materials where feasible and managed separately.

This item includes:

- Loading and handling
- Transportation
- Recycling (scrap metal) or disposal

This item does not include hazardous or contaminated materials, which shall be paid under other bid items.

- Materials exhibiting visible contamination (oil, paint, chemicals) shall be priced as contaminated debris. All other general waste shall be priced under non-hazardous solid waste.
- "Field crew" includes all labor not otherwise included in unit prices

"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total Amount", the unit price will govern. Unit price for soil transportation and disposal will be based on the unit pricing and weight measurements in ton from a certified scale.

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

Signature _____

Date _____

Print Name _____

Tel _____

Corporation Name _____

Fax _____

Address _____

E-mail _____

REFERENCES

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

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

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

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

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

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

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

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

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

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

Surety: _____

Bank: _____

Major Material Supplier: _____

Bidder

CONTRACT FORMS

CONTRACT AND AGREEMENT

THIS AGREEMENT, for Waste Removal Actions – Parcel Y, NAUGATUCK, CONNECTICUT Contract No. FY27-139 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 _____, herein after 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 judgment of the Borough of Naugatuck Inspector.

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

II Contract Includes

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

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, and other services necessary for the completion of this Contract and shall complete and finish the same in the most thorough, workmanlike, and substantial manner, in every respect, to the satisfaction and approval of the Borough of Naugatuck Inspector, in the manner and within the time hereinafter limited, and in strict accordance with the Advertisement, Information for Bidders, Proposal, Contract Forms, General Requirements, Supplemental Specifications, Standard Specifications, Special Provisions and Addenda hereto attached, and the Contract Drawings, if applicable 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 standard and supplemental specifications, special provisions and Contract Drawings, if applicable are intended to supplement each other, and together constitute one complete set of Contract Documents, 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.

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, Standards and Specifications and Special Provisions 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, Standard or Special Provisions 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 Documents. 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, Standard Specifications, Special Provisions 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, Standard Specifications and Special Provisions 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 Project Manual 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 Contractor's place of business as set forth in this agreement. The delivering at the above-named place any such notice, letter, or other communication to the Contractor shall be deemed proper service to the Contractor. The notice letter or other communication 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 or his representative 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 their 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 Project Manual, 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.

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 18, Information of Bidders and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

XXIII Patent Rights

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

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

XXIV Defense of Suits

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

In claims against any person or entity indemnified under this section by an employee or

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

XXV Claims for Labor and Materials

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

XXVI Completion of Work by Owner

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

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

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

XXVII Partial and Final Estimates

On, or about, the last day of the month, the Borough of Naugatuck 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 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.

XXIX 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.

XXX 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, inclusive of any add alternates, shall be performed and the grounds cleaned-up in accordance with Time for Completion, Section 3 of the supplemental conditions, unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

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

XXXI 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.

XXXII 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 XXX, or within the extension of time he may be granted as provided in Article XXXIII, the sum of Five Hundred Dollars (\$500) 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.

XXXIII 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.

XXXIV 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.

XXXV Arbitration

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 determined by arbitration. Arbitration proceedings shall occur at a neutral location in Waterbury, Connecticut, and shall be conducted in accordance with the rules then applicable of the American Arbitration Association. Arbitration shall proceed before a pane of one arbitrator to be selected by American Arbitration Association. The decision of the Arbitrator shall be final and may be entered in any court having jurisdiction thereof. Each party shall pay one-half of all costs and expenses of such arbitration.

XXXVI 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.

XXXVII 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.

XXXVIII 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.

XXXIX 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.

XXXX 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 any agent thereof.,

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

XXXXI 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 XXIX (Guarantee) 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.

XXXXII 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



General Instructions

A nonresident contractor and a surety company licensed to do business in Connecticut must execute **Form AU-766, Guarantee Bond**, to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in Connecticut. A power of attorney for the person signing the bond on behalf of the surety company **must** be attached to the bond, carry the corporate seal of the surety company, and bear the same date as the execution date of the bond.

A nonresident contractor has the option of filing a guarantee bond or a cash bond instead of the customer making a deposit with DRS under Conn. Gen. Stat. §12-430(7)(B). Under this option, the nonresident contractor has 120 days from the commencement of the contract or 30 days after the completion of the contract, whichever is earlier, to file a guarantee bond or a cash bond (Form AU-72) with DRS.

Return Form AU-766 to: Department of Revenue Services
Discovery Unit
25 Sigourney Street
Hartford CT 06106-5032

See **Special Notice 2005(12)**, *Nonresident Contractor Bonds and Deposits*, for more information.

Nonresident contractor means a contractor who does not maintain a regular place of business in Connecticut.

Regular place of business means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; **and**
- Which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business **does not include**:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; **or**
- An office maintained, occupied, and used by a person affiliated with a contractor.

Contract price means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

Person doing business with a nonresident contractor means any person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7). However, the nonresident contractor doing business with such an owner or tenant must comply with the bond requirements under Conn. Gen. Stat. §12-430(7)(F).

Commencement of the contract means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

Completion of the contract means the time when the nonresident contractor makes the final periodic billing for the contract. The final periodic billing may be due before payment of any retainage becomes due. If a change order is made after the final periodic billing for the original contract, the change order is complete when the nonresident contractor bills for the change order.

Residential real property means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Any bond that bears an erasure or alteration, regardless of its nature, must have the change authenticated by a notation in the margin. The notation should describe the correction and be signed in the name of the surety company by the officer who executed the bond and must bear the corporate seal of the surety company.

Specific Instructions

Part I: Enter the name and complete address of the nonresident contractor furnishing the bond. Include the nonresident contractor's Connecticut tax registration number. The name and address of the nonresident contractor appearing on the bond must agree with the name and address on **Form REG-1, Business Taxes Registration Application**, filed with DRS. (If the information originally provided on Form REG-1 is now incorrect, you must notify the DRS Registration Unit in writing of the correct information.) If the nonresident contractor is a corporation, the corporate name appearing on the bond must be the same shown in the records of the Office of the Secretary of State, or similar agency of another state if the nonresident contractor is not a Connecticut corporation.

Part II: Enter the name and complete address of the person doing business with the nonresident contractor. If the nonresident contractor is the general contractor, enter the name and address of the owner or tenant of the property who has entered the contract. If the nonresident contractor is a subcontractor, enter the name and address of the general contractor.

Enter the Connecticut tax registration number of the person doing business with the nonresident contractor. If the person doing business with the nonresident contractor does not have a Connecticut tax registration number, enter that person's Federal Employer Identification Number or Social Security Number.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number.

Part IV: Check the box if the deposit is for a change order occurring after the bond for the initial contract was furnished to DRS.

Enter the name of the project and the complete address including the street address and the city or town where the project is physically located.

Enter the commencement date of this project or change order.

Enter the date by which the nonresident contractor is expected to complete work on this project or change order.

Enter, in words and figures, the total amount to be paid to the nonresident contractor under the contract. Indicate if this amount is an estimate.

Declarations: An authorized representative for the nonresident contractor and the surety company must sign and date the declaration on Form AU-766. The name of the nonresident contractor and the surety company must be exactly as it appears on the bond. The corporate seal of the surety company must be affixed by its signature on Form AU-766.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

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

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

(Signed) _____

Title

Subscribed and sworn before me

This _____ day of _____, 20__

(Notary Public)

My Commission expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____) ss.

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

1. He is _____ of _____ herein referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the _____ Project in Naugatuck, Connecticut;
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Borough of Naugatuck or any person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.
6.
 - (a) No proposed subcontractor shall be disapproved by the Borough of Naugatuck except for cause.
 - (b) The Contractor shall be fully responsible to the Borough of Naugatuck 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.
 - (c) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract for:

- (d) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Borough of Naugatuck.

(Signed) _____

Title

Subscribed and sworn before me

This _____ day of _____, 20__

(Notary Public)

My commission expires _____

- (e) No proposed subcontractor shall be disapproved by the Borough of Naugatuck except for cause.
- (f) The Contractor shall be fully responsible to the Borough of Naugatuck for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract for: Waste Removal Actions – Parcel Y, NAUGATUCK, CONNECTICUT Contract No. FY27-XXX

- (a) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Borough of Naugatuck.

OTHER CONTRACTS

The Borough of Naugatuck may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Borough of Naugatuck. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GENERAL REQUIREMENTS

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GENERAL REQUIREMENTS

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Waste Removal Actions – Parcel Y
NAUGATUCK, CONNECTICUT
Contract No. FY27-XXX

GENERAL REQUIREMENTS

1. Scope of Work

The project consists of the removal and lawful disposal of debris, equipment, containers, liquid and solid wastes from the parcel known as Parcel Y located at 0 Elm Street in Naugatuck, CT (Site). The scope and estimated quantities are detailed in the Special Provisions section.

The Borough reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, or to omit any work in order to bring the cost within available funds. Exercise by the Borough of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

2. Standards

Wherever reference is made in this Contract to the Standard of any technical society or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of advertisement for bids.

Abbreviations are defined as follows:

ASTM --	American Society of Testing and Materials.
ANSI --	American National Standards Institute
ASA --	American Standards Association
ACI --	American Concrete Institute
AASHTO --	American Association of State Highway and Transportation Officials
ASME --	American Society of Mechanical Inspectors
IEEE --	Institute of Electrical and Electronics Engineers
AWWA--	American Water Works Association
ACPA--	American Concrete Pipe Association

3. Contract Drawings and Working Drawings

No drawings are included. Bidders shall rely upon site inspection and the Special Provisions.

4. Alterations

The Engineer may make alterations to the line, grade, plan, form, dimensions, or materials of the work, or any part thereof, either before or after the commencement of the work. If such alterations increase the quantity of work, such increase will be paid for according to the quantity of such extra work actually done and at the prices stipulated for such work under unit price Items of the Contract. In case no unit price is applicable, the alterations will be paid for as extra work defined in Article XXVIII of the Contract.

5. Planimeter

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

6. Contractor's Schedule of Operations

The Contractor shall submit, within ten (10) days of the date of the Notice to Proceed, a preliminary schedule of operations for the project to the Inspector for approval. The approved preliminary schedule shall be used to prepare a detailed schedule of the principal construction events including all proposed purchase and delivery dates for items with critical delivery times. A supplemental bar graph shall also be prepared based on this construction schedule. The detailed schedule and supplemental bar graph shall be submitted within ten (10) days of the date of the Notice to Proceed.

The status of the project shall be evaluated monthly by the Contractor and shall be compared to the original schedule which shall be revised, if necessary, and reissued.

7. Coordination with Other Contractors and Utilities

During the progress of the work, other contractors and/or utilities may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others.

8. Cost Breakdown

Prior to the first estimate for payment to the Contractor, the Contractor shall submit to the Engineer for approval a detailed cost breakdown of the various amounts to be paid for within each Lump Sum Item, as applicable. It shall also include, but not necessarily be limited to, proportional amounts for bonds, insurance and miscellaneous works which are to be paid for throughout the life of the Contract, and which are not specifically included for payment under other Items and/or Division of the Contract.

9. Estimated Quantities

To aid the Inspector in determining quantities to be paid for, the Contractor shall, whenever requested, give the Inspector access to the proper invoices, bills of lading, or other pertinent documents and shall provide methods and assistance necessary for weighing or measuring materials.

10. Payment for Miscellaneous Work

No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plants, and services, including Contractor's office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, cleanup and the like, or other items specified under these General Requirements, unless payment therefore has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.

11. Drawings and Information to be furnished by the Contractor

For materials and equipment not supplied by the Owner, the Contractor shall promptly furnish to the Engineer, for his information, three (3) copies of drawings in detail of the materials, equipment, piping, and structural details for any part of the work for which Drawings are not to be issued by the Inspector. Before placing orders for any manufactured item or part of structure, he shall also submit three (3) copies, for approval, of detailed lists and descriptions of the various materials, fixtures, fittings and supplies which he proposes to use in the work, and also the names of individuals or companies who propose to furnish or manufacture the same. Copies of the results of all tests of materials and equipment shall be furnished by the Contractor immediately following the performance of required tests.

Prior to the submittal of shop drawings, the Contractor shall check, approve, initial and date the drawings and shall also indicate by reference the Standard Specification, Special Provision and/or Plan which covers the item. Submittals will be returned to the Contractor if they have not been properly processed by him.

Approval by the Inspector of shop drawings for any material, apparatus, device and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from the responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Inspector of the deviations in writing, including the reasons for the deviation.

In the event the Contractor obtains the Engineer's approval for the material, manufactured items, or equipment, other than that which is shown on the Plans or specified herein, the Contractor shall, at his own expense, make any changes as required in the structures, buildings, piping, or any other portion of the work necessary to accommodate the approved material, manufactured item, or equipment.

12. Substitution Clause

Whenever in the Contract Documents any item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an approved equal product, acceptable to the Inspector, may be substituted by the Contractor, except where expressly noted as "no substitutions."

13. Contract Limits

The Contractor shall confine his activities to within street lines, easements, and right-of-way.

The Contractor shall take particular care to existing walls, protect trees and shrubs and private personal property. He shall make good any damage to the satisfaction of the Inspector.

The Contractor shall not enter upon or make use of any private property along the line of work, outside the limits of the rights-of -way, except when written permission is secured from the owner of said property and a copy delivered to the Inspector. The Contractor shall be held responsible for all damages or injury, done by himself or those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the Inspector, such property as may be damaged by his operations during the prosecution of the work.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the Owner, the Owner may, upon 48 hour notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies which are due or may become due the Contractor under this Contract.

14. Work in Easements

Not applicable in this Contract.

15. Cleaning up the Site

During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On, or before the completion of the work, and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

16. Storage of Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms and covered or stored in a suitable building, as directed by the Inspector. Stored materials shall be located so as to facilitate prompt inspections.

Materials and equipment supplied by the Owner shall be jointly inspected by the Owner and the Contractor and shall, upon acceptance by the Contractor, become the Contractor's responsibility to make good any damage to the materials and equipment until they have been incorporated and accepted in the work.

17. Removal of Condemned Materials

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials of any kind brought to or incorporated in the work. No such rejected or condemned materials shall again be offered for use by the Contractor.

18. Hauling Materials

Before starting any work, the Contractor shall arrange, with the Municipal or State officials having jurisdiction, for the use of routes of travel for hauling materials, including surplus earth and rock, that will result in minimum inconvenience to the traveling public. Routes of travel so scheduled shall be adhered to throughout the course of the work, unless otherwise approved.

19. Accommodation of Traffic

During the progress of the work, all streets shall be kept open for the passage of traffic and pedestrians and shall not be obstructed unless authorized by the authority having jurisdiction over same. Driveways, sidewalks, and areas of roadway shall be closed as short a time as

possible while work is in progress and passage shall be restored by the close of work every day, by properly placed backfill or approved bridging. The Contractor shall notify residents prior to working in front of their home or business. The Contractor shall take such measures at his own expense as may be necessary to keep the street open for traffic and shall give advance notice to the Fire and Police Departments, and the Board of Education of his proposed street operations. He further agrees to be responsible for all legal notices to the public concerning the state of the roads while the work is in progress.

Warning signs shall be provided along all streets while work is in progress and, where traffic direction is required, flag men shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Barricades and lights shall be provided as required to protect life and property. Where trenches have been cut in streets on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the street is safe for travel. All such work and operations shall be in accordance with requirements of the Owner, Standard Specifications and Special Provisions herein. The use of unauthorized or unapproved signs, barricades, or traffic delineators will not be permitted.

The Contractor shall construct, maintain, without extra compensation, such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians and vehicles. Ingress and egress to private property, satisfactory to the Inspector, shall be continuously provided.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in the Specifications, the Inspector may immediately and without notice arrange for furnishing, installing and maintaining barricades or lights and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

20. Temporary Roads and Driveways

The Contractor shall be responsible for providing and maintaining such temporary access roads, to and along right-of-way. Where temporary roads, necessary for the transportation of materials and equipment are on private property, the Contractor shall obtain permission from the property owners and the Borough for their construction and use and pay all costs pertaining thereto.

21. Dust Control

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operations. Approved methods applicable to various parts of the work, such as sweeping application of water spray or calcium chloride, shall be employed. This also applies to maintaining temporary paving nuisance-free until permanent paving is placed. The area of construction along roadways shall be broom swept each day after completion of the day's work and the application of water as necessary, all at no additional cost to the owner.

22. Working Conditions

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. He shall

comply with all safety and sanitary rules, laws and regulations.

23. Work in Inclement Weather

During freezing, storm or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

24. Working Hours

The Contractor's working schedule shall be confined to a five (5) day week, Monday through Friday, and the working day shall be confined between the hours of 7:00 a.m. and 5:00 p.m. current local time, unless otherwise approved by the Engineer.

Unless otherwise permitted by the inspector, no work shall be done between the hours of 5:00 p.m. and 7:00 a.m. except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night, this shall be approved by the Inspector at least 24 hours in advance, of the beginning of the performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

25. Emergency Work

The Contractor shall file, with the Borough of Naugatuck Engineer, the name and telephone number of a person authorized by him who may be contacted regarding emergency works at the job site that may be required during non-working hours for reasons of public safety.

This person shall be readily available and full Authority to deal with any emergency that may occur.

26. Sedimentation and Erosion Control

The Contractor shall prepare and submit for approval a sedimentation and erosion control plan for the work, prior to the start of construction.

27. Work Near Brook(s) and Stream(s)

Care shall be taken to prevent, or reduce to a minimum, any damage to any water body from pollution by debris, sedimentation, or other material, or from manipulations of equipment and/or materials near such water bodies and on abutting property. Particular care shall be taken to prevent gasoline, diesel fuel, and other oils from entering any water body.

28. Work Within or Near Areas Designated as Inland Wetlands

Care shall be taken to prevent, or reduce to a minimum, any damage to any inland wetland from pollution by debris, sedimentation, or other material, or from manipulations of equipment and/or materials near such water bodies and on abutting property. Particular care shall be taken to prevent gasoline, diesel fuel, and other oils from entering any inland wetland.

29. Soil and Groundwater Conditions

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 will make no claim for and has no right to additional payment for extension of time for completion of the work, or any other concession 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.

30. General Sanitary Requirements

Replacement and Resetting of Sanitary Manhole Frames and covers must be in accordance with the Special Provisions and Borough of Naugatuck Standards.

31. Water Supply and Electrical Energy

Not applicable for this Contract.

32. Contractor's Office

Not applicable for this Contract

33. Resident Engineer's Office

Not applicable for this Contract.

34. Explosives and Blasting

Not applicable for this Contract.

35. Sheeting, Shoring, and Bracing

Where necessary, the sides of trenches and excavations shall be supported by adequate sheeting, shoring and bracing. The Contractor shall be held accountable and responsible for the sufficiency of all sheeting, shoring and bracing used and for all damage to persons or property resulting from the improper quality, strength, placing maintaining or removing of the same. Where sheeting is removed, care shall be taken not to disturb the new work or existing utilities and structures.

No sheeting is to be left in place unless expressly permitted by the Engineer. No direct payment will be made for sheeting, shoring, and bracing and compensation for such work and all expenses incidental thereto shall be considered as included in the unit prices bid for the various Items of this Contract.

36. Existing Structures

All known surface and underground structures, except electric and telephone service connections, and water, gas and sewer service pipes, on or immediately adjacent to the work, are shown on the Plans. Sewer, drainage, water and gas mains, manholes and similar structures located in or adjacent to the location of the structures included in this Contract, are shown on the Contract Drawings, if applicable, which locations should be considered approximate. This information is shown for the convenience of the Contractor in accordance with the best information available, but is not guaranteed to be correct or complete. The

Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstructions.

Wherever water or gas mains, electric or telephone ducts, or electric or telephone poles are encountered and may be in any way interfered with, the Contractor shall keep the utility company involved fully informed in advance. The Contractor shall cooperate with the utility company in the protection, removal, relocation and replacement of such structures.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all utilities, pipes, poles, conduit, walls, buildings and other structures and property in the vicinity of his work, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them.

Guard rails, posts, guard cables, signs, poles, markers, mailboxes, fences, walls and stone walls, and other private improvements, which are temporarily removed, damaged or destroyed during construction, shall be replaced and restored to a condition as good as or better than existed and to the satisfaction of the Owner or Inspector.

The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers, on or adjacent to privately owned property, which have been disturbed during the course of construction.

37. Marking New Underground Plant

All new underground plant shall be marked with warning tape in accordance with State of Connecticut Public Act 16-345 and DPUC Regulations.

38. Operation of Water Valves

Unless otherwise permitted, existing water valves shall not be operated by the Contractor. Whenever the operation of a water valve is necessary, the Contractor shall make arrangements, at least 24 hours in advance of the need, to have the Owner's forces perform the required operations. Contractor must prepare and distribute customer notices to all affected customers at least 24 hours prior to any shutdown of service.

39. Prevailing Wage Rates:

- A. Connecticut Prevailing and Davis-Bacon wage rates shall apply to this contract.
- B. The minimum wage rates, health, welfare and pension fund contributions are as determined by the State of Connecticut in accordance with the provisions of Section 31-53/31-54 of the Connecticut General Statutes.
- A. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- B. The minimum current wage and benefit rates are set forth in the wage schedule (attached to the Bid Package). The Contractor will be bound and obligated by the Laws of Connecticut to insure payment to all workers involved with construction of this said Project.
- C. Certified payroll reports must be submitted to the Town.

40. Prevailing Wage Requirements (Davis-Bacon Act)

A. Applicable Wage Determination

Bidders are required to review the U.S. Department of Labor General Wage Determination No. [INSERT WAGE DETERMINATION NUMBER, e.g., CT20260001], Modification No. [INSERT MOD NUMBER, e.g., 0], attached hereto as Appendix 3. The wage rates and fringe benefits listed in this determination set the minimum standards for all covered labor classifications on this contract.

B. Ingestion of Wage Rate Modifications Prior to Bid Opening

The Owner/Agency reserves the right to issue Addenda modifying the Wage Determination up to ten (10) calendar days prior to the date set for the opening of bids. Bidders are responsible for ensuring their proposal reflects the most recent Wage Determination issued prior to bid opening.

C. Subcontractor Compliance

The successful bidder shall be responsible for flow-down compliance, ensuring that all lower-tier subcontracts contain the required Davis-Bacon contract provisions and the applicable Wage Determination.

D. Minimum Wages and Fringe Benefits

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment.

2. Wages shall be calculated at rates not less than those contained in the Wage Determination of the Secretary of Labor attached hereto, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics.

E. Certified Payroll Records

1. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to [INSERT OWNER/AGENCY NAME OR DESIGNATED COMPLIANCE OFFICER]. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i).

2. Certified payrolls shall be submitted in the form of DOL Form WH-347

F. Payroll Deductions and Copeland "Anti-Kickback" Act

The Contractor and all subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) and the regulations of the Secretary of Labor under 29 CFR Part 3, which are incorporated herein by reference.

G. Posting Requirements

The Contractor shall prominently post the applicable Davis-Bacon poster (WH-1321) and the full Wage Determination at the job site in a prominent and accessible place where it can be easily seen by workers.

H. Withholding and Enforcement

The Owner/Agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by the contract.

SUPPLEMENTAL CONDITIONS

INDEX TO SUPPLEMENTAL CONDITIONS

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SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1. DEFINITIONS

- A. The Terms used in these Supplemental Conditions which are defined in the General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.
- B. Wherever used in the Contract Documents, the following words have the meanings indicated, which are applied to both the singular and the plural thereof:

"Plans" –See section 8 of supplemental conditions.

"Project Manual" - shall mean the bound volume containing the following Contract Documents:

- Legal Notice
- Information for Bidders
- Signed copy of the Bid Proposal Forms, with all attachments required for bidding
- Contract Forms
- General Requirements
- Supplemental Conditions
- Special Provisions
- Certificate of Insurance
- Addenda
- Contract Drawings
- Prevailing Wage Rates
- Insurance Agreement

The word "Remove," where it applies to existing materials, shall mean remove entirely from the site unless material is approved by the Engineer for re-use. In addition, the word "remove" shall imply the permanent patching of all remaining work affected by removal. All existing materials which have been removed shall become the Contractor's property unless otherwise specified.

"As Necessary" or "As Required" - Work referred to as "As Necessary" shall be that work which is required for completed construction, but is not necessarily shown or described in the Contract Documents.

The word "Furnish" or the word "Supply" - shall mean purchase, delivery, and off-loading at the job site including all documentation, storage, and protection.

The word "Install" or the word "Apply" - shall mean set in place complete for normal use or service, all in accordance with the Contract Documents.

The word "Provide" - shall mean furnish (or supply) and install (or apply).

The words "Approved Equal" - shall mean any product which in the opinion of the Engineer is comparable in quality, durability, appearance, strength, performance, design, physical dimension, and arrangement to the product specified, and will function properly in accordance with the design intent.

The word "Product" - shall mean any item of equipment or material provided under the Contract Documents.

2. SCOPE OF WORK

The project consists of providing the Borough of Naugatuck, CT with Labor and equipment to remove and lawfully dispose of debris, equipment, containers, liquid and solid wastes from the parcel known as Parcel Y located at 0 Elm Street in Naugatuck, CT (Site).

The Borough reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, or to omit any work in order to bring the cost within available funds. Exercise by the Borough of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

3. TIME FOR COMPLETION

The Contractor shall commence work within ten (10) calendar days of the date of the written "Notice to Proceed" from the Owner and the Contractor shall fully complete this Contract within Sixty (60) days from the date of the written "Notice to Proceed."

4. LIQUIDATED DAMAGES

The Contractor shall proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the Borough that the Contract time for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract times, or extension of time granted by the Borough, then the Contractor and his sureties shall be liable for and shall pay to the Borough for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of \$500. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the 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.

5. PAYMENTS AND RETAINAGE

Monthly applications for payment shall be submitted to the Borough Engineer for consideration. Payment shall be made within thirty days after approval of the application for payment by the Borough.

An amount of 95 percent (95%) of the estimated amount due, less any payments previously made and/or any moneys to be held will be paid to the Contractor monthly. The balance will be retained by the Borough until final completion of the work. Final payment will not be made until final completion and acceptance by the Borough of all work covered by the Contract. The Contractor agrees that he will indemnify and save the Borough harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers, and assignees.

6. PAYMENT OF WAGES

The Contract Documents contain a copy of the minimum wage rate schedule issued by the State of Connecticut Labor Department. Said wage rate schedule shall be posted at a conspicuous location on the project site.

The Contractor is cautioned that wage rates are continually changing and he shall ensure himself that the enclosed schedule is the latest issue, this being his responsibility.

7. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions, or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices."

8. CONTRACT DRAWINGS

No contract drawings are available or applicable.

9. SAFETY

The Contractor shall perform all work in accordance with the latest local, state, and federal governmental laws and regulations including, but not limited to, the governmental safety regulations of the Department of Labor and Office of Safety and Health Administration suggested practices.

10. LINES, GRADES, AND MEASUREMENTS

The controlling lines and grades shall be as shown on the Contract Drawings. Additional batter boards, lines, grades and forms shall be furnished and set by the Contractor if he through willfulness or carelessness removes, or permits to be

removed, any reference marks establishing said controlling lines and grades, before the performance of the work requires such removal. The replacement of such reference marks shall be at the Contractor's expense.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the Standard Specifications and Special Provisions.

During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore for the accurate construction of the entire work.

11. BLASTING AND EXPLOSIVES

Not applicable for this Contract.

12. PUBLIC ACCESS

Roads, including driveways, sidewalks, crossings and local businesses shall be diverted from the Work Area by means of temporary fencing or other traffic and pedestrian control measures acceptable to the Borough of Naugatuck.

13. UTILITIES

Utilities may be located within the area and may be adjacent to the construction work.

The Contractor shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor.

The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan. The Contractor shall notify "Call Before You Dig" at 811 or visit CBYD.com at least 72 hours prior to the start of any excavation work to request the mark-out of existing utilities. The Contractor shall coordinate the construction activities with all utility companies with facilities in the project, including the Borough.

14. TEMPORARY UTILITIES

Unless otherwise provided for in the Standard Specifications or the Special Provisions, the Contractor shall pay the cost of all temporary light, heat, electric power and water required for completion of the Contract. The necessary temporary utilities shall be installed at the start of the project.

15. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

16. SEQUENCE OF CONSTRUCTION

Prior to the start of construction, the Contractor shall prepare and submit a sequence of construction for approval by the Engineer. Such Sequence of Construction shall be identified in the Work Plan.

17. BEST MANAGEMENT PRACTICES FOR PROTECTION OF THE ENVIRONMENT

- a. No construction shall proceed until proper sedimentation and erosion control methods have been installed as the sequence of construction necessitates.
- b. No equipment, materials, or machinery shall be stored, cleaned, or repaired within 25 feet of any wetland or watercourse.
- c. No construction shall proceed until a method to prevent construction debris, paint, spent blast materials, or other materials from entering the wetland or watercourse has been implemented as the sequence of construction necessitates. These materials shall be collected and disposed of in an environmentally safe manner as determined by Federal, State, and local laws. The applicant shall monitor wind velocities and storm events during the conduct of such work, and shall cause such activity to cease if storm or wind conditions threaten to cause deposits of materials in the waterway.
- d. No objectionable materials resulting from any clearing activity shall be disposed of in any wetland or watercourse. This includes but is not limited to: stumps, tree roots, matted roots, wood chips, and other debris.
- e. No fill or materials shall be deposited in surrounding wetlands or watercourses.
- f. No dewatering is allowed under this contract without the specific approval of the Borough of Naugatuck. Where dewatering is necessary, the pump shall not discharge directly into the wetland or watercourse. Proper methods and devices shall be utilized, such as pumping the water into a temporary sedimentation basin, providing surge protection at the inlet and the outlet of pumps, or floating the intake of the pump, or other method to minimize and retain the suspended solids. If the pumping operation is causing turbidity problems, work shall cease until such time that turbidity controlling measures have been implemented.
- g. Dumping of oil or other deleterious materials on the ground is forbidden. The applicant shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. All oil spills shall be reported immediately to the DEEP/Hazardous Materials office at (860) 424-3338. Failure to do so may result in the imposition of a fine under Section 22a-450 of the Connecticut General Statutes.
- h. Every precaution shall be used while working in the vicinity of a waterway to prevent and minimize degradations of the existing water quality. All activities shall conform and be at all times consistent with applicable water quality standards, and management practices of the Federal Clean Water Act (1972), Connecticut's Water Quality Standards and other applicable State laws, and as defined in Form 817, Section 1.10, entitled "Environmental Compliance".

18. CALL-BEFORE-YOU-DIG

The Contractor's attention is called to the fact that they are obligated, by State Law, to notify the Public Utilities Control Authority. The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan. The Contractor shall notify "Call Before You Dig" at 811 or visit CBYD.com at least two full working days prior to the start of any excavation work to request the mark-out of existing utilities. The Contractor shall coordinate the construction activities with all utility companies with facilities in the project, including the Borough. The Contractor assumes all responsibilities for any damage to the various utility services, and all liabilities arising therefrom.

The Contractor shall make the necessary arrangements with the respective utility companies and provide grades for the resetting and adjusting of private utility company manhole and grade boxes, and the relocation of poles and hydrants; all at no additional costs to the Borough. Any delays, which are caused by conflicts with utility lines, shall not be considered as a basis of extending the time for completion.

19. DUST CONTROL

The contractor shall be responsible for controlling dust from its operations, and when ordered by the Engineer shall use whatever methods necessary for dust control, in a manner satisfactory to the Engineer. This work shall be paid for under the appropriate dust control item in the contract.

20. DESCRIPTION OF WORK

All materials furnished and used in the completed work shall be new, of best quality, and recognized as standard in construction practices. Whenever a specification number of reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the Owner. Preference in manufacture shall be given to adopted standards, and the Contractor shall further familiarize themselves with the requirements of the Owner when the occasion or choice of materials or supplies so demands.

21. METHODS OF CONSTRUCTION

No materials shall be used which are known or found to be defective in any way. Notice shall be given to the Owner of any defective or imperfect material. Defective or unfit material, found to have been used, shall be removed and replaced by the Contractor with sound and unobjectionable material without additional expense to the Owner. All materials furnished by the Contractor are subject to thorough inspections and tests by the Owner. The Contractor shall submit samples as stated in the Standard Specifications and Special Provisions or as required by the Owner, of the various materials used on the contract for testing purposes. All ordering lists shall be submitted for approval to the Owner by the Contractor.

22. MOBILIZATION

This item shall consist of all the work necessary for the movement of personnel and equipment to and from the project site, including obtaining necessary permits.

23. EXISTING CONDITIONS

Before submitting the bid, the Contractor shall examine the site, become familiar with the conditions, and verify the information in the Contract Drawings. Any discrepancy between the information provided in the Contract Documents and actual field conditions, the Contractor shall make a note of it and bring it to the attention of the Engineer prior to bid. No claims for extras will be allowed based upon differences that could have been discovered by the Contractor prior to bid.

24. EXISTING STORM AND SEWER LINES

The Contractor shall be responsible for maintaining and protecting all existing storm drainage and sewer lines encountered in the work under this contract. Hand excavation and adequate bracing and shoring shall be employed where required to insure the structural integrity of said existing structures. The Contractor shall hold the Borough of Naugatuck harmless and shall be solely responsible for any liabilities or damages arising from their work near, under, or through existing sewers and culverts. The Contractor shall repair and replace, as required by the Borough, any existing sewers or culverts damaged as a result of their work. No payment by the Borough for work covered in this section, unless authorized in writing by the Borough of Naugatuck.

25. SURPLUS EXCAVATED MATERIAL

The Contractor shall take ownership of all excavated material and is responsible for the proper removal and off-site disposal of all excavated material from the project site.

26. DAILY CLEANUP

The Contractor shall at the end of each workday, keep the project area clean, and free from debris, excavation materials, or any other items considered as trash. These items shall be disposed of daily in a legal manner at an approved dumping site. No extra payment shall be made for any work involved in this section.

27. CONSTRUCTION SCHEDULE

At the preconstruction meeting held by the Borough, the Contractor shall furnish a detailed anticipated construction schedule for review and approval by the Borough prior to monthly payments to the Contractor. This construction schedule shall be revised to show progress to date and anticipated future progress and submitted to the Borough.

28. PROJECT MEETINGS

The Borough or its designated agent shall inspect all work performed by the Contractor and regularly scheduled project meetings with Borough staff, the Contractor, and the Engineer will be required on a bi-weekly basis to review progress of the work. Meetings are to be held at a site adjacent to or on the work site as determined by the Borough of

Naugatuck. The meetings are to be chaired by a designated representative of the Borough of Naugatuck.

29. UTILITY COORDINATION

The Contractor shall coordinate the construction activities with all utility companies with facilities in the project area, including the Borough's. See Section 13 and 18 of the Supplemental Conditions.

SPECIAL PROVISIONS

SECTION 1 – SUMMARY OF WORK

1.01 Description

The Contractor shall furnish all labor, materials, equipment, and supervision required to:

- Access and clear all above-ground equipment, debris and waste. This includes most materials not currently housed within the existing site structure. Tenant-owned materials will be identified prior to all work and shall not be removed as part of this scope of work.
- Inventory, characterize, segregate, and manage unknown containerized materials
- Safely handle and consolidate bulk liquid wastes contained in drums and pails
- Ensure that no materials are released to the environment during handling activities
- Perform limited lab-packing of small containers
- Transport and dispose of all wastes at properly permitted facilities
- Transport and recycle all non-regulated equipment and materials
- Provide all regulatory and disposal documentation

The work includes mixed hazardous and non-hazardous wastes, including:

- Bulk liquids (drums and pails)
- Containerized materials of unknown composition
- Contaminated debris and solids

For purposes of regulatory compliance, the Borough of Naugatuck shall remain the waste generator and owner of all materials and wastes managed under this Contract.

SECTION 2 – BID BASIS QUANTITIES

2.01 General

Bidders shall base all pricing strictly on the quantities provided below.

These quantities represent a normalized estimate for bid comparison purposes only. Actual quantities may vary and will be adjusted based on unit pricing.

2.02 Estimated Bid Quantities

A. Containers and Materials

Item	Quantity
55-gallon drums (existing)	50 each
5-gallon pails/buckets	200 each
Small containers (<1 gallon)	50 each

B. Packaging and Handling

Item	Quantity
Lab pack drums (55-gal)	5 each
Overpack drums (85–95 gal)	20 each

C. Waste Volumes

Item	Quantity
Bulk liquid waste	1,000 gallons
Contaminated debris/solids	8 tons
Non-contaminated materials	5 tons
Large items, Inoperable vehicles / trailers / etc	5

D. Characterization

Item	Quantity
Sampling and laboratory analysis	75 each

E. Labor

Item	Quantity
Field crew duration	20 days
Crew size (assumed)	3–4 personnel

SECTION 3 – SCOPE OF SERVICES

3.01 Site Access and Preparation

- Contractor shall access multiple areas with:
 - limited accessibility
 - uneven terrain
 - cluttered storage conditions
- Manual handling of materials may be required

3.02 Container Handling

A. Drums

- Inspect, open (if safe), and stage all drums
- Consolidate compatible liquids where appropriate
- Pump or transfer liquids into approved containers

B. Pails/Buckets

- Characterize contents
- Consolidate compatible materials
- Dispose as bulk or packaged waste

C. Small Containers

- Lab pack into compatible groups
- Segregate by hazard class

3.03 Bulk Liquid Management

- Profile bulk liquids for disposal
- Perform consolidation to reduce container count where feasible
- Manage phase-separated or contaminated liquids appropriately

3.04 Overpacking and Damaged Containers

Contractor shall assume that:

- A portion of containers are deteriorated, leaking, or compromised
- Overpacking will be required

All compromised containers shall be:

- stabilized
- overpacked
- safely transported

3.05 Waste Segregation

Contractor shall segregate wastes into categories including:

- Petroleum/oil-based liquids
- Paints and coatings
- Aqueous/non-hazardous liquids
- Reactive or specialty wastes
- Solid/debris materials

3.06 Transportation

- All transport shall be performed by **CT-permitted hazardous waste transporters**
- All shipments shall comply with:
 - USDOT requirements
 - EPA manifesting
- For purposes of regulatory compliance, the Borough of Naugatuck shall remain the waste generator and owner of all materials and wastes managed under this Contract.

3.07 Disposal

- All wastes shall be disposed at properly permitted TSDFs
- Contractor shall manage:
 - waste profiling
 - approvals
 - final disposal documentation

3.08 Waste Generator Responsibility

The Borough of Naugatuck shall remain the waste generator for all wastes removed under this Contract unless otherwise directed in writing by the Borough.

The Contractor shall provide all waste characterization data, profiles, manifests, shipping papers, land disposal restriction notifications, and other documentation necessary for transportation and disposal. The Contractor shall coordinate preparation of such documents with the Borough and its environmental consultant.

The Borough, or its authorized representative, shall review and execute generator certifications and hazardous waste manifests as required by applicable Federal and State regulations.

Nothing in this Contract shall be construed to transfer generator status or ownership of the waste from the Borough to the Contractor.

SECTION 4 – ASSUMED WASTE PROFILE

4.01 General

For purposes of bid normalization, the Contractor shall assume that materials encountered will consist of a mixture of hazardous waste, non-hazardous waste, and recyclable materials.

All materials shall be handled, transported, and disposed of in accordance with applicable federal and State of Connecticut regulations, based on actual characterization results.

4.02 Assumed Waste Distribution (for Pricing Purposes Only)

Bidders shall base their pricing on the following estimated distribution of waste types:

A. Liquid Wastes (included in bulk liquid quantity)

Waste Category	Percentage
Hazardous liquids (solvents, ignitable, toxic)	30%
Petroleum/oil-based liquids	30%
Non-hazardous aqueous liquids	20%
Paints/coatings (hazardous or non-hazardous)	15%
Reactive/specialty wastes	5%

B. Solid and Debris Wastes

Waste Category	Percentage
Contaminated hazardous solids	40%
Non-hazardous solid waste	35%
Recyclable scrap metal	25%

4.03 Handling and Disposal Assumptions

Contractor shall assume:

- A portion of liquids and solids will require management as RCRA hazardous waste
- A portion will qualify as non-hazardous industrial waste
- A portion of debris may be recyclable (e.g., scrap metal)

The Contractor shall:

- Segregate materials where practical
- Minimize disposal costs through proper classification and recycling
- Use appropriate permitted facilities based on actual waste characterization

4.04 Pricing Interpretation

All unit prices submitted shall reflect the above distribution and shall include:

- Handling of both hazardous and non-hazardous materials
- Transportation
- Disposal or recycling, as applicable
- All fees, surcharges, and incidentals

Payment shall be based on unit rates bid. Unit rates shall include all disposal costs associated with the waste category specified in the bid form. Materials requiring management outside the assumed waste profile may be treated as a change order.

4.05 Adjustment for Actual Conditions

Actual waste profiles may differ from these assumptions.

Payment adjustments will be based strictly on:

- Measured quantities
- Unit prices submitted

Payment adjustments shall not be based on changes in waste classification or contractor assumptions.

SECTION 5 – HEALTH AND SAFETY

Contractor shall:

- Prepare a Site-Specific HASP
- Provide HAZWOPER-trained personnel
- Provide personnel specifically trained to handle and characterize wastes, including unknown wastes
- Conduct air monitoring as needed
- Implement appropriate PPE levels

SECTION 6 – CONNECTICUT PREVAILING WAGE REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Contract is subject to the Connecticut Prevailing Wage Law, Connecticut General Statutes Sections 31-53, 31-53a, and related provisions

B. The Contractor and all Subcontractors shall pay laborers, mechanics, and workers employed on the Project not less than the applicable prevailing wage and fringe benefit rates established by the Connecticut Department of Labor (CTDOL)

C. The prevailing wage rate schedule issued by CTDOL and included in the Contract Documents is hereby incorporated by reference and made part of this Contract.

1.02 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Become familiar with all prevailing wage requirements applicable to the Project.
2. Include all prevailing wage costs in its Bid and Contract Price.
3. Ensure compliance by all Subcontractors and lower-tier Subcontractors.
4. Maintain records required by law.
5. Submit certified payroll reports and related documentation as required by the Owner and Connecticut Department of Labor.

C. The Contractor shall be solely responsible for any additional labor costs, reporting requirements, or administrative expenses associated with prevailing wage compliance.

1.03 POSTING REQUIREMENTS

A. The Contractor shall post, in a conspicuous location at the Project site:

1. Applicable prevailing wage rate schedules.
2. Employee rights notices.
3. Any notices required by Connecticut law or regulation.

1.04 SUBCONTRACTORS

A. No Subcontractor may perform work on the Project unless the Subcontractor agrees in writing to comply with all applicable prevailing wage statutes and regulations.

B. The Contractor shall incorporate the requirements of this Section into every Subcontract issued for the Project.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 CERTIFIED PAYROLLS

A. The Contractor shall submit certified payroll records for itself and all Subcontractors in the form and frequency required by the Owner and Connecticut law.

B. Certified payroll submissions shall demonstrate payment of applicable prevailing wage rates and fringe benefits for all covered classifications.

3.02 COMPLIANCE REVIEWS

A. The Owner may review payroll records and other documentation to verify compliance with prevailing wage requirements.

B. The Contractor shall provide requested records within the time specified by the Owner.

3.03 WITHHOLDING OF PAYMENT

A. The Owner reserves the right to withhold progress payments if the Contractor fails to:

1. Submit required certified payrolls.
2. Correct identified prevailing wage deficiencies.
3. Provide documentation requested to verify compliance.

B. Payment withholding shall not relieve the Contractor of any legal obligations or liabilities.

3.04 VIOLATIONS

A. Failure to comply with prevailing wage requirements may result in:

1. Withholding of contract payments.
2. Assessment of statutory penalties.
3. Contract termination for cause.
4. Referral to the Connecticut Department of Labor.
5. Any other remedies available at law or under the Contract Documents.

3.05 BIDDER CERTIFICATION

By submission of a Bid, the Bidder acknowledges:

- A. Receipt and review of the applicable Connecticut prevailing wage rates.
- B. Inclusion of all prevailing wage and fringe benefit costs in the Bid Amount.
- C. Agreement to comply with Connecticut General Statutes Section 31-53 and all related administrative requirements

SECTION 7 – PAYMENT

7.01 Basis of Payment

Payment shall be based on:

- Unit prices submitted in the bid form
- Actual quantities encountered and accepted

7.02 Adjustments

If actual quantities differ from bid quantities:

- Payment will be adjusted using unit rates
- No renegotiation of unit pricing permitted

SECTION 8 – SPECIAL CONDITIONS

8.01 Unknown Materials

All wastes shall be treated as **potentially hazardous until characterized**

8.02 Site Conditions

Contractor shall assume:

- Limited access
- Manual handling requirements
- Mixed and intermingled waste streams
- Weather exposure impacts on materials

8.03 No Reliance Clause

Bidders shall not rely solely on photographs or limited information and shall:

- Review all available data
- Visit the site

8.04 Unbalanced Bids

The Owner reserves the right to reject:

Bids that appear materially unbalanced in labor, disposal, or unit pricing.

SECTION 9 – CONTRACTOR RESPONSIBILITY

The Contractor is responsible for:

- Proper handling and disposal of all materials
- Implementation of spill prevention/containment measures
- Compliance with all regulations
- Coordination of transport and disposal chain

SECTION 10 – CHRO CONTRACT COMPLIANCE

10.01 General

The Contractor shall comply with all requirements of the Connecticut Commission on Human Rights and Opportunities (CHRO) Contract Compliance Program.

10.02 Workforce Reporting

Upon request, the Contractor shall provide workforce composition data, employment practices information, and affirmative action documentation required by CHRO.

10.03 Subcontracting

The Contractor shall make good-faith efforts to utilize certified Small and Minority Business Enterprises (S/MBE) where practical.

10.04 Record Keeping

The Contractor shall maintain records sufficient to demonstrate compliance with CHRO requirements and shall make such records available upon request.

10.05 Sanctions

Failure to comply with CHRO Contract Compliance requirements may result in withholding of payments, disqualification, contract termination, or referral to CHRO for enforcement.

APPENDIX 1

Borough of Naugatuck Insurance Requirements

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 \$1,000,000 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.
- D. *Pollution/Environmental Liability Insurance*: The Contractor shall provide pollution liability insurance with limits no less than \$1,000,000 each occurrence, and \$1,000,000 in the aggregate, that will cover clean up and remediation costs, as well as bodily injury. This can be covered under the general liability policy, or a standalone policy.
- E. *Railroad Protective Liability Insurance*: Contractor shall provide a RRP that is required when working within 50 feet of a railroad with limits no less than \$1,000,000 each occurrence.

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:

APPENDIX 2

CT DOL 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.

Sec. 31-53b. Worker training requirements for 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 (h) 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 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who 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 five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(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, 2012, 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 the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, 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 or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on 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; P.A. 10-47, S. 2; P.A. 11-63, 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; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

ec. 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, 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 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.

(P.A. 02-69, S. 1.)

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): _____

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.

**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.

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) 263-6790.

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
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 Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	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					WITH- HOLDING	WITH- HOLDING	WITH- HOLDING	WITH- HOLDING											
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

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

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:									
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																							
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	FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING		LIST OTHER					
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. \$														

12/9/2013
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER ____OF

***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)				<u>PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS</u>										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	FICA				FEDERAL	STATE	LIST OTHER			
			Trade License Type & Number - OSHA								Total	TOTAL FRINGE BENEFIT PLAN								
			10 Certification Number	HOURS WORKED EACH DAY							O/T Hours	CASH								
												\$ Base Rate	1. \$							
													2. \$							
													3. \$							
													4. \$							
													5. \$							
													6. \$							
												\$ Cash Fringe	1. \$							
													2. \$							
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													6. \$							
												\$ Base Rate	1. \$							
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												\$ Cash Fringe	1. \$							
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													5. \$							
													6. \$							

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-11283

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: FY27-139

Project Town: Naugatuck

State#:

FAP#:

Project: Waste Removal Actions – Parcel Y, 0 Elm Street

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	44.48	29.74
2a) Diver Tenders	44.48	29.74
2b) Divers Effluent	67.52	29.74
3) Divers	52.94	29.74
03a) Millwrights	45.14	30.24
03b) Carpenter-Welder	44.98	29.74
03c) Carpenter: Working with creosote lumber or acid	45.48	29.74

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	61.85	27.65
4a) Painters: Brush and Roller	41.17	27.65
4b) Painters: Spray	44.17	27.65
4bc) Painters: Spray Helper	42.17	27.65
4c) Painters: Steel Only	43.17	27.65
4d) Painters: Blast	46.17	27.65
4de) Painter: Blast Helper	42.17	27.65
4e) Painters: Tanks, Tower and Swingstage etc.	43.17	27.65
4f) Elevated Tanks (60 feet and above)	50.17	27.65
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)	50.0	36.97+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + 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)	52.08	36.80
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

As of: October 7, 2026

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
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	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----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	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

As of: October 7, 2026

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

14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
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15) Form Erectors	38.59	30.47 + 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	38.26	30.47 + a
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17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
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18) Miners	39.23	30.47 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---
-

18a) Blaster	45.72	30.47 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
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21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
--	-------	-----------

----TRUCK DRIVERS----(*see note below)

Block Truck	39.98	33.00 + a
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2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

As of: October 7, 2026

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + 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)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + 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)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + 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)	51.89	30.95 + a

As of: October 7, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + 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).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

As of: October 7, 2026

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a

****NOTE: SEE BELOW**

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

20) Lineman, Cable Splicer, Technician	62.35	35.09
21) Heavy Equipment Operator	56.12	32.01
22) Equipment Operator, Tractor Trailer Driver, Material Men	53.0	30.99
23) Driver Groundmen	46.76	28.65
23a) Groundman Experienced	34.29	14.54

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	45.56	28.61
25) Groundmen	33.41	14.50
26) Heavy Equipment Operators	54.67	31.96

As of: October 7, 2026

27) Linemen, Cable Splicers, Dynamite Men	60.74	35.03
28) Material Men, Tractor Trailer Drivers, Equipment Operators	51.63	30.94
29) Technician	60.74	35.03

----COMMUNICATION----

Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	53.76	20.62
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----DREDGING----

Class A1: Mechanical Dredge Operator	49.94	17.68+a+b
Class B1: Maintenance Engineer	43.18	17.17+a+b
Class C1: Mate/Welder	39.53	16.89+a+b
Class D: Deckhand	31.79	16.31+a+b

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.

APPENDIX 3

Davis-Bacon Requirements

"General Decision Number: CT20260016 05/18/2026

State: Connecticut

Construction Types: Heavy

Counties: Connecticut Counties of
New Haven

Modification Number	Publication Date
1	01/23/2026
2	05/18/2026

BRCT0001-011 01/05/2026

	Rates	Fringes
BRICKLAYER.....	\$ 46.09	36.29

BRCT0001-012 01/05/2026

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 46.09	36.29

CARP0326-011 05/05/2025

	Rates	Fringes
CARPENTERS, PILEDRIVERS (BEACON FALLS, BETHANY, BRANFORD, CHESHIRE, EAST HAVEN, GUILFORD, HAMDEN, MADISON, MERIDEN, MIDDLEBURY, NAUGATUCK, NEW HAVEN, NORTH BRANFORD, NORTH HAVEN, ORANGE (EAST OF ORANGE CENTER ROAD AND NORTH OF ROUTE 1, AND NORTH OF ROUTE 1 AND EAST OF THE OYSTER RIVER), PROSPECT, SOUTHBURY, WALLINGFORD, WATERBURY, WEST HAVEN, WOLCOTT, WOODBRIDGE).....	\$ 42.03	29.19
CARPENTER: DIVER TENDER (BEACON FALLS, BETHANY, BRANFORD, CHESHIRE, EAST HAVEN, GUILFORD, HAMDEN, MADISON, MERIDEN, MIDDLEBURY, NAUGATUCK, NEW HAVEN, NORTH BRANFORD, NORTH HAVEN, ORANGE (EAST OF ORANGE CENTER ROAD AND NORTH OF ROUTE 1, AND NORTH OF ROUTE 1 AND EAST OF THE OYSTER RIVER), PROSPECT, SOUTHBURY, WALLINGFORD, WATERBURY, WEST HAVEN,		

WOLCOTT, WOODBRIDGE).....	\$ 42.03	29.19
CARPENTER: DIVER (BEACON FALLS, BETHANY, BRANFORD, CHESHIRE, EAST HAVEN, GUILFORD, HAMDEN, MADISON, MERIDEN, MIDDLEBURY, NAUGATUCK, NEW HAVEN, NORTH BRANFORD, NORTH HAVEN, ORANGE (EAST OF ORANGE CENTER ROAD AND NORTH OF ROUTE 1, AND NORTH OF ROUTE 1 AND EAST OF THE OYSTER RIVER), PROSPECT, SOUTHBURY, WALLINGFORD, WATERBURY, WEST HAVEN, WOLCOTT, WOODBRIDGE).....	\$ 50.49	29.19

CARP0326-020 05/05/2025		
	Rates	Fringes
CARPENTER: DIVER TENDER (ANSONIA, DERBY, MILFORD, ORANGE (WEST OF ORANGE CENTER ROAD AND SOUTH OF ROUTE 1 AND WEST OF THE OYSTER RIVER), OXFORD, SEYMOUR).....	\$ 42.03	29.19
CARPENTER: DIVER (ANSONIA, DERBY, MILFORD, ORANGE (WEST OF ORANGE CENTER ROAD AND SOUTH OF ROUTE 1 AND WEST OF THE OYSTER RIVER), OXFORD, SEYMOUR).....	\$ 50.49	29.19
CARPENTER, PILEDRIVER (ANSONIA, DERBY, MILFORD, ORANGE (WEST OF ORANGE CENTER ROAD AND SOUTH OF ROUTE 1 AND WEST OF THE OYSTER RIVER), OXFORD, SEYMOUR).....	\$ 42.03	29.19

CARP1121-006 01/05/2026		
	Rates	Fringes
MILLWRIGHT).....	\$ 45.14	30.24

ELEC0090-004 06/01/2025		
	Rates	Fringes
ELECTRICIAN (ENTIRE COUNTY EXCLUDING BEACON FALLS, MIDDLEBURY, MILFORD, NAUGATUCK, OXFORD, PROSPECT, SEYMOUR, SOUTHBURY, WATERBURY AND WOLCOTT TOWNSHIPS).....	\$ 46.48	38.05

ELEC0488-007 06/01/2025		
	Rates	Fringes
ELECTRICIAN (BEACON FALLS, MIDDLEBURY, MILFORD, NAUGATUCK, OXFORD, PROSPECT, SEYMOUR, SOUTHBURY, WATERBURY AND WOLCOTT TOWNSHIPS).....	\$ 47.40	36.74

ENGI0478-001 04/06/2025		
	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 4 TRENCHING MACHINES, LIGHTER DERRICK, CONCRETE FINISHING		

MACHINE, CMI MACHINE OR SIMILAR, KOEHRING LOADER (SKOOPER). 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.....	\$ 51.92	29.80
POWER EQUIPMENT OPERATORS: GROUP 21 EXCAVATOR, GRADALL, MASTER MECHANIC, HOISTING ENGINEER (ALL TYPES OF EQUIPMENT WHERE A DRUM AND CABLE ARE USED TO HOIST OR DRAG MATERIAL REGARDLESS OF MOTIVE POWER OR OPERAING), RUBBER TIRE EXCAVATOR (DROTT 1085 SIMILAR), GRADER OPERATOR, BULLDOZER FINEGRADE (SLOPES SHAPING, LASER OR GPS, ECT.) 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.....		
	\$ 51.92	29.80
POWER EQUIPMENT OPERATORS: GROUP 20 EXCAVATOR OVER 2 CUBIC YARDS; PILE DRIVER(\$3.00 PREMIUM WHEN OPERATOR CONTROLS HAMMER). 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.....	\$ 52.92	29.80
POWER EQUIPMENT OPERATORS: GROUP 19 FRONT END LOADER(7 CUBIC YARDS OR OVER); WORK BOAT 26 FT. AND OVER. 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.....		
	\$ 53.33	29.80
POWER EQUIPMENT OPERATORS: GROUP 18 MAINTENANCE ENGINEER. 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.....		
	\$ 42.20	29.80
POWER EQUIPMENT OPERATORS: GROUP 17 GENERATOR OPERATOR, COMPRESSOR OPERATOR, PUMP OPERATOR,WELDING MACHINE OPERATOR; HEATER OPERATOR.		

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.....	\$ 43.06	29.80
POWER EQUIPMENT OPERATORS: GROUP 16 ELEVATOR OPERATOR, TOW MOTOR OPERATOR (SOLID TIRE NO ROUGH TERRAIN). 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.....		
	\$ 43.60	29.80
POWER EQUIPMENT OPERATORS: GROUP 15 POWER SAFETY BOAT, VACUUM TRUCK, ZIM MIXER, SWEEPER; (MINIMUM FOR ANY JOB REQUIRING A CDL LICENSE) . 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.....		
	\$ 44.70	29.80
POWER EQUIPMENT OPERATORS: GROUP 14 COMPRESSOR BATTERY OPERATOR. 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.....		
	\$ 45.12	29.80
POWER EQUIPMENT OPERATORS: GROUP 13 PORTABLE ASPHALT PLANT OPERATOR, PORTABLE CONCRETE PLANT OPERATOR, PORTABLE CRUSHER PLANT OPERATOR, PORTABLE GROUT PLANT OPERATOR, PORTABLE WATER FILTRATION PLANT OPERATOR. 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.....		
	\$ 47.91	29.80
POWER EQUIPMENT OPERATORS: GROUP 12 WELLPOINT OPERATOR. 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.....\$ 45.87	29.80
POWER EQUIPMENT OPERATORS: GROUP 11 CONVEYOR, EARTH ROLLER, POWER PAVEMENT BREAKER (WHIPHAMMER), ROBOT DEMOLITION EQUIPMENT. 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.....\$ 45.96	29.80
POWER EQUIPMENT OPERATORS: GROUP 10 VIBRATORY HAMMER, ICE MACHINE, DIESEL & AIR, HAMMER, ETC. 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.....\$ 45.96	29.80
POWER EQUIPMENT OPERATORS: GROUP 9 FRONT END LOADER (UNDER 3 CUBIC YARDS), SKID STEER LOADER (REGARDLESS OF ATTACHMENTS), BOBCAT OR SIMILAR, FORKLIFT, POWER CHIPPER, LANDSCAPE EQUIPMENT (INCLUDING HYDROSEEDER), VACUUM EXCAVATION TRUCK AND HYDROVAC EXCAVATION TRUCK (27 HG PRESSURE OR GREATER). 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.....\$ 48.67	29.80
POWER EQUIPMENT OPERATORS: GROUP 8 MECHANIC, GREASE TRUCK OPERATOR, HYDOBLASTER, BARRIER MOVER, POWER STONE SPREADER, WELDER, WORK BOAT UNDER 26 FT. TRANSFER MACHINE. 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.....\$ 49.25	29.80
POWER EQUIPMENT OPERATORS: 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). 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.....	\$ 49.25	29.80
POWER EQUIPMENT OPERATORS: GROUP 6 FRONT END LOADER (3 CU. YDS. UP TO 7 CU. YARDS), BULLDOZER (ROUGH GRADE DOZER) . 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.....		
	\$ 50.22	29.80
POWER EQUIPMENT OPERATORS: GROUP 5 SPECIALTY RAILROAD EQUIPMENT, ASPHALT SPREADER, ASPHALT RECLAIMING MACHINE, LINE GRIDER, CONCRETE PUMPS, DRILLS WITH SELF CONTAINED POWER UNITS, BORING MACHINE, POST HOLE DIGGER, AUGER, POUNDER, WELL DIGGER, MILLING MACHINE (OVER 24' MANDREL), SIDE BOOM, COMBINATION HOE AND LOADER, DIRECTIONAL DRILLER 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.....		
	\$ 50.63	29.80
POWER EQUIPMENT OPERATORS: GROUP 3 CRANES (UNDER 100 TON RATED CAPACITY) HAZARDOUS WASTE PREMIUM \$3.00 PER HOUR OVER CLASSIFIED RATE. CRANE WITH BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 200 FEET - \$2.50 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400 FEET - \$10.00 EXTRA 1) CRANE HANDLING OR ERECTING STRUCTURAL STEEL OR STONE, HOISTING ENGINEER(2 DRUMS OR OVER) 2) CRANES(100 TON RATED CAPACITY AND OVER) BAUER DRILL/CAISSON 3) CRANES(UNDER 100 TON RATED CAPACITY) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....		
	\$ 56.79	29.80
POWER EQUIPMENT OPERATORS: GROUP 2 CRANES (100 TON CAPACITY & OVER) BAUER DRILL/CAISSON HAZARDOUS WASTE PREMIUM \$3.00 PER HOUR OVER CLASSIFIED RATE. CRANE WITH BOOM, INCLUDING JIB,		

150 FEET - \$1.50 EXTRA. CRANE WITH BOOM,
INCLUDING JIB, 200 FEET - \$2.50 EXTRA. CRANE
WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA.
CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00
EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400 FEET -
\$10.00 EXTRA 1) CRANE HANDLING OR ERECTING
STRUCTURAL STEEL OR STONE, HOISTING ENGINEER(2
DRUMS OR OVER) 2) CRANES(100 TON RATED CAPACITY
AND OVER) BAUER DRILL/CAISSON 3) CRANES(UNDER 100
TON RATED CAPACITY) A. PAID HOLIDAYS: NEW YEAR'S
DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY,
PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK
IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF
SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING
DAY AFTER THE HOLIDAY.....\$ 57.78 29.80

POWER EQUIPMENT OPERATORS: GROUP 1 CRANE HANDLING
OR ERECTING STRUCTURAL STEEL OR STONE, HOISTING
ENGINEER (2 DRUMS OR OVER) HAZARDOUS WASTE PREMIUM
\$3.00 PER HOUR OVER CLASSIFIED RATE. CRANE WITH
BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA.
CRANE WITH BOOM, INCLUDING JIB, 200 FEET - \$2.50
EXTRA. CRANE WITH BOOM, INCLUDING JIB, 250 FEET -
\$5.00 EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300
FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING
JIB, 400 FEET - \$10.00 EXTRA 1) CRANE HANDLING OR
ERECTING STRUCTURAL STEEL OR STONE, HOISTING
ENGINEER(2 DRUMS OR OVER) 2) CRANES(100 TON RATED
CAPACITY AND OVER) BAUER DRILL/CAISSON 3)
CRANES(UNDER 100 TON RATED CAPACITY) A. PAID
HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL
DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY
AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3
DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF
SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE
AND THE WORKING DAY AFTER THE HOLIDAY.....\$ 58.19 29.80

ENGI0478-011 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: RUBBER TIRE BACKHOE/EXCAVATOR 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.....\$ 51.92	\$ 51.92	29.80
POWER EQUIPMENT OPERATOR: MECHANIC 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.....	\$ 49.25	29.80
POWER EQUIPMENT OPERATOR: MAINTENANCE ENGINEER/OILER 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.....		
	\$ 42.20	29.80
POWER EQUIPMENT OPERATOR: GRADER/BLADE 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.....		
	\$ 51.92	29.80
POWER EQUIPMENT OPERATOR: FRONT END LOADER (UNDER 3 CUBIC YARDS) 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.....		
	\$ 48.67	29.80
POWER EQUIPMENT OPERATOR: FRONT END LOADER (7 CUBIC YARDS OR OVER) 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.....		
	\$ 53.33	29.80
POWER EQUIPMENT OPERATOR: FRONT END LOADER (3 CUBIC YARDS UP TO 7 CUBIC YARDS) 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.....		
	\$ 50.22	29.80
POWER EQUIPMENT OPERATOR: FORKLIFT 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.....\$ 48.67	29.80
POWER EQUIPMENT OPERATOR: EARTH ROLLER 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.\$ 45.96	29.80
POWER EQUIPMENT OPERATOR: DRILLS WITH SELF	
CONTAINED POWER UNITS; DIRECTIONAL DRILLER 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.....\$ 50.63	29.80
POWER EQUIPMENT OPERATOR: CRANES (UNDER 100 TON	
RATED CAPACITY) A. PAID HOLIDAYS: NEW YEAR'S	
DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY,	
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY,	
PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK	
IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF	
SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING	
DAY AFTER THE HOLIDAY. B. CRANE WITH BOOM,	
INCLUDING JIB, 150 FEET - \$1.50 EXTRA . CRANE	
WITH BOOM, INCLUDING JIB, 200 FEET- \$2.50 EXTRA.	
CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00	
EXTRA. CRANE WITH BOOM, INCLUDING JIB, 300	
FEET - \$7.00 EXTRA. CRANE WITH BOOM, INCLUDING	
JIB, 400 FEET - \$10.00 EXTRA.....\$ 56.79	29.80
POWER EQUIPMENT OPERATOR: CRANES (100 TON CAPACITY	
& OVER) 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. B. CRANE WITH BOOM, INCLUDING JIB, 150	
FEET - \$1.50 EXTRA . CRANE WITH BOOM,	
INCLUDING JIB, 200 FEET- \$2.50 EXTRA. CRANE	
WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA.	
CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00	
EXTRA. CRANE WITH BOOM, INCLUDING JIB, 400	
FEET - \$10.00 EXTRA.....\$ 57.78	29.80
POWER EQUIPMENT OPERATOR: CRANE HANDLING OR	
ERECTING STRUCTURAL STEEL OR STONE 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. B. CRANE WITH BOOM, INCLUDING JIB, 150 FEET - \$1.50 EXTRA .		
CRANE WITH BOOM, INCLUDING JIB, 200 FEET-\$2.50 EXTRA.	CRANE WITH BOOM, INCLUDING JIB, 250 FEET - \$5.00 EXTRA.	CRANE WITH BOOM, INCLUDING JIB, 300 FEET - \$7.00 EXTRA.
CRANE WITH BOOM, INCLUDING JIB, 400 FEET - \$10.00 EXTRA...	\$ 58.19	29.80
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR UNDER 2 CUBIC YARDS 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.....		
\$ 51.92		29.80
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR 2 CUBIC YARDS AND OVER 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.....		
\$ 52.92		29.80
POWER EQUIPMENT OPERATOR: ASPHALT SPREADER 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.....		
\$ 50.63		29.80
POWER EQUIPMENT OPERATOR: ASPHALT ROLLER 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.....		
\$ 49.77		29.80
POWER EQUIPMENT OPERATOR: ASPHALT PAVER 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.....		
\$ 50.63		29.80

	Rates	Fringes
IRONWORKER: REINFORCING A. PAID HOLIDAY: LABOR DAY PROVIDED EMPLOYEE HAS BEEN ON THE PAYROLL FOR THE 5 CONSECUTIVE WORK DAYS PRIOR TO LABOR DAY.....	\$ 45.25	43.62

LAB00146-002 04/06/2025

	Rates	Fringes
LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: MUCKING MACHINE OPERATOR A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....	\$ 45.01	28.85
LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: CHANGE HOUSE ATTENDANTS, POWDER WATCHMEN, TOP ON IRON BOLT A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....	\$ 42.24	28.85
LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: BRAKEMEN, TRACKMEN, GROUTMAN, LABORERS, OUTSIDE LOCK TENDER, GAUGE TENDERS A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....	\$ 44.22	28.85
LABORERS: TUNNEL CONSTRUCTION: TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: BLASTER A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....	\$ 44.42	28.85
LABORERS: TUNNEL CONSTRUCTION: SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR: MINERS, MOTORMEN, MUCKING MACHINE OPERATORS, NOZZLEMEN, GROUT MEN, SHAFT AND TUNNEL, STEEL AND RODMEN, SHIELD AND		

ERECTOR, ARM OPERATOR, CABLE TENDERS	A. PAID	
HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,		
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		
THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE		
SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS,		
WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY		
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY		
FOLLOWING THE HOLIDAY.....\$ 37.93		
		28.85
LABORERS: TUNNEL CONSTRUCTION: SHIELD DRIVE AND		
LINER PLATE TUNNELS IN FREE AIR: BRAKEMEN AND		
TRACKMEN		
A. PAID HOLIDAYS: ON TUNNEL WORK ONLY:		
NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY,		
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO		
EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE		
FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY		
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY		
FOLLOWING THE HOLIDAY.....\$ 36.96		
		28.85
LABORERS: TUNNEL CONSTRUCTION: ROCK SHAFT,		
CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
MINERS		
A. PAID HOLIDAYS: ON TUNNEL WORK ONLY:		
NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY,		
LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO		
EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE		
FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY		
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY		
FOLLOWING THE HOLIDAY.....\$ 37.93		
		28.85
LABORERS: TUNNEL CONSTRUCTION: ROCK SHAFT,		
CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
LABORERS TOPSIDE, CAGE TENDERS, BELLMAN		
A. PAID		
HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,		
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		
THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE		
SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS,		
WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY		
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY		
FOLLOWING THE HOLIDAY.....\$ 36.85		
		28.85
LABORERS: TUNNEL CONSTRUCTION: ROCK SHAFT,		
CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
BRAKEMEN, TRACKMEN, TUNNEL LABORERS, SHAFT LABORERS		
A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW		
YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR		
DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO		
EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE		
FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY		
PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY		
FOLLOWING THE HOLIDAY.....\$ 36.96		
		28.85
LABORERS: TUNNEL CONSTRUCTION: CLEANING, CONCRETE		
AND CAULKING TUNNEL: FORM ERECTORS		
A. PAID		
HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY,		
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		

THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....	\$ 37.29	28.85
LABORERS: TUNNEL CONSTRUCTION: CLEANING, CONCRETE AND CAULKING TUNNEL: CONCRETE WORKERS, FORM MOVERS AND STRIPPERS A. PAID HOLIDAYS: ON TUNNEL WORK ONLY: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY. NO EMPLOYEE SHALL BE ELIGIBLE FOR HOLIDAY PAY WHEN HE FAILS, WITHOUT CAUSE, TO WORK THE REGULAR WORK DAY PRECEDING THE HOLIDAY OR THE REGULAR WORK DAY FOLLOWING THE HOLIDAY.....		
	\$ 36.96	28.85

LAB00146-003 04/06/2025

	Rates	Fringes
LABORERS GROUP 9 TOXIC WASTE REMOVERS A OR B WITH PPE (ON A SITE DESIGNATED AS A SUPERFUND SITE BY THE U.S. ARMY CORPS OF ENGINEERS AND IS DEEMED A HAZ-MAT SITE, AND APPLIES TO EMPLOYEES REQUIRED TO WEAR OSHA LEVAL A OR B EVEN IF THE PPE IS NOT WORN.).....	\$ 38.70	28.85
LABORERS GROUP 8: ACETYLENE BURNER (HOURS WORKED WITH A TORCH).....	\$ 36.70	28.85
LABORERS GROUP 7 TRAFFIC CONTROL SIGNALMAN.....	\$ 21.42	28.85
LABORERS GROUP 6 TOXIC WASTE REMOVER.....	\$ 37.70	28.85
LABORERS GROUP 5 BLASTERS.....	\$ 37.45	28.85
LABORERS GROUP 4 ASBESTOS/LEAD REMOVAL.....	\$ 38.70	28.85
LABORERS GROUP 3 PIPELAYERS, JACKHAMMER/PAVEMENT BREAKER (HANDHELD), MASON TENDERS/CATCH BASIN BUILDERS, ASPHALT RAKERS, AIR TRACK OPERATORS, BLOCK PAVER AND CURB SETTER.....	\$ 36.20	28.85
LABORERS GROUP 2 CHAIN SAW OPERATORS, FENCE AND GUARD RAIL ERECTORS, PNEUMATIC TOOL OPERATORS AND POWDERMEN.....	\$ 35.95	28.85
LABORERS GROUP 1 LABORERS (UNSKILLED), CONCRETE SPECIALIST.....	\$ 35.70	28.85

PAIN0011-013 06/01/2021

	Rates	Fringes
PAINTER (STEEL ONLY).....	\$ 38.42	22.90
PAINTER (SPRAY ONLY).....	\$ 39.42	22.90
PAINTER (BRUSH AND ROLLER).....	\$ 36.42	22.90

SUCT2002-011 12/16/2008

Rates	Fringes
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OPERATOR: BULLDOZER.....	\$ 25.33	9.64
IRONWORKER, STRUCTURAL.....	\$ 24.85	13.83

TEAM0064-001 04/06/2025

	Rates	Fringes
TRUCK DRIVERS: SPECIALIZED (EARTH MOVING EQUIPMENT OTHER THAN CONVENTIONAL TYPE ON-THE-ROAD TRUCKS AND SEMI-TRAILERS, INCLUDING EUCLIDS) HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.44	32.68
TRUCK DRIVERS: SNORKLE TRUCK HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.54	32.68
TRUCK DRIVERS: HEAVY DUTY TRAILER UP TO 40 TONS HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 37.39	32.68
TRUCK DRIVERS: HEAVY DUTY TRAILER 40 TONS AND OVER HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 38.66	32.68
TRUCK DRIVERS: 4 AXLE READY MIX HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE		

AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 37.19	32.68
TRUCK DRIVERS: 4 AXLE HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.39	32.68
TRUCK DRIVERS: 3 AXLE READY MIX HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.33	32.68
TRUCK DRIVERS: 3 AXLE HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.27	32.68
TRUCK DRIVERS: 2 AXLE READY MIX HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.27	32.68
TRUCK DRIVERS: 2 AXLE HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR. A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.16	32.68

	Rates	Fringes
TRUCK DRIVER: 4 AXLE TRUCK HAZARDOUS WASTE REMOVAL WORK RECEIVES ADDITIONAL \$1.25 PER HOUR.		
A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND GOOD FRIDAY, PROVIDED THE EMPLOYEE HAS AT LEAST 31 CALENDAR DAYS OF SERVICE AND WORKS THE LAST SCHEDULED DAY BEFORE AND THE FIRST SCHEDULED DAY AFTER THE HOLIDAY, UNLESS EXCUSED.....	\$ 36.39	32.68

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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