

Borough of Naugatuck

Project Manual

and

Bid Documents

for

**Scott Street and Elm Street Sidewalk Replacement Project
Contract #11-12**

**Robert A. Mezzo
Mayor**

Affirmative Action / Equal Opportunity Employer

MBE's, SBE's, WBE's and Section 3 Designated Business Enterprises are encouraged to apply

**Community Development Block Grant Program
American Recovery and Reinvestment Act of 2009**

**Funded from the U.S. Department of Housing and Urban Development
through the State Department of Economic and Community Development
Catherine H. Smith, Commissioner**

**BOROUGH OF NAUGATUCK
SCOTT STREET AND ELM STREET SIDEWALK REPLACEMENT PROJECT
CONTRACT #11-12
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For CDBG-R ARRA**

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Section 1

Notice of Bid

BOROUGH OF NAUGATUCK

NOTICE OF BID

SCOTT STREET AND ELM STREET SIDEWALK REPLACEMENT PROJECT
CONTRACT #11-12

Sealed bids are invited and will be received by the Purchasing Agent, until 11:00 a.m., June 27, 2011 at the Town Hall, 229 Church Street, Naugatuck, CT and will be publicly opened and read aloud in the Hall of Burgesses, located on the 4th floor.

The project will construct/reconstruct approximately 700 lin. ft. of 5' sidewalks/curb and related improvements on Scott Street and Elm Street.

Proposals must be submitted in duplicate on the forms provided and in a sealed envelope plainly marked with the appropriate title.

Any perspective bidders interested in walking the site with a Borough of Naugatuck representative can contact James Stewart at (203) 720-7071 or jstewart@naugatuck-ct.gov.

Attention of bidders is directed to certain requirements of this contract which require payment of Davis-Bacon wages, and compliance with certain local, state and federal requirements. This is a Federally funded project under ARRA. Contractors should be aware of special job creation retention and "Buy American" compliance and reporting requirements and other related conditions specific to the ARRA Act of 2009 provisions.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and other Contract Documents may be examined or obtained at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770, beginning June 9, 2011. The Town Hall hours are Monday-Friday 8:30 am - 4:00 pm.

Copies of specifications may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan deposit in the form of a check or money order payable to the Borough of Naugatuck in the amount of \$150.00 per set. Specifications can also be obtained at no cost from the Borough of Naugatuck web site http://www.naugatuck-ct.gov/Public_Notices.htm. All firms obtaining plans and specifications from the web site must submit contact information by e-mail to whozer@naugatuck-ct.gov. Contact information must be submitted three days in advance of the bid opening to be considered.

Bids, to receive consideration, must be in the hands of the authorized representative, no later than the day and hour mentioned above.

The Borough of Naugatuck reserves the right to accept or reject any or all bids; to waive any informalities, or; to accept any bid deemed in the best interests of the Borough of Naugatuck.

All bids will be considered valid for a period of sixty (60) days.

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

Section 2
Information for Bidders

INFORMATION FOR BIDDERS
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BOROUGH OF NAUGATUCK
SCOTT STREET AND ELM STREET SIDEWALK REPLACEMENT PROJECT
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CDBG-R ARRA

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INFORMATION FOR BIDDERS

BOROUGH OF NAUGATUCK SCOTT STREET AND ELM STREET SIDEWALK REPLACEMENT PROJECT CONTRACT #11-12

1. STANDARD DOT SPECIFICATIONS:

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specifications entitled "*STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION*", Form 816, 2004, as revised by the Supplemental Specifications dated January, 2007 (otherwise referred to collectively as "ConnDOT form 816") unless modified by the Special Provisions contained herein. "ConnDOT form 816" is hereby made part of this contract.

Form 816 may be purchased from: Connecticut Department of Transportation, Manager of Contracts, 2800 Berlin Turnpike, Newington, Connecticut 06111.

All references to Commissioner, Department, Engineer, and State anywhere within the Form 816 shall be interpreted to mean the Borough of Naugatuck or a duly authorized agent of the Borough. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

2. PREPARATION OF BID:

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

Each bid must be submitted in duplicate (1 original and 1 copy) in a sealed envelope bearing on the outside, the name of the bidder, his address, and the 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 as specified in the paragraph above.

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

- A. Form of Bid
- B. Bid security (*bid bond*)
- C. Certification of Bidder Regarding EEO form. (*subcontractors' form not required at time of bid*).
- D. Non-Collusion Affidavit of Prime Bidder form. (*subcontractors' form not required as part of bid*)
- E. Contractor Certification Regarding the American Recovery and Reinvestment Act of 2009 – Buy American Requirement and ARRA Job Reporting Requirements – ARRA Special Conditions Certification.
- F. Contractor Certification Regarding OSHA in accordance with 29 CFR 1910.268.
- G. References

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and submit the following forms prior to work on the site:

- A. "Certification of Proposed Subcontractor Regarding Equal Employment Opportunity"
- B. "Non-Collusion Affidavit of Subcontractor"
- C. "Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements"
- D. Subcontractor Certification Regarding the American Recovery and Reinvestment Act of 2009 – Buy American Requirement and ARRA Job Reporting Requirements – ARRA Special Condition Certifications.
- E. Subcontractor Certification Regarding OSHA in accordance with 29 CFR 1910.268.
- F. Section 3 Compliance documentation, if applicable

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

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

4. QUALIFICATIONS OF BIDDER:

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

5. BID SECURITY:

Each bid must be accompanied by a bid bond prepared on the form specified by the Surety duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Municipality and the accepted bidder have executed the contract, or if no award has been made, within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

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

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder agrees to commence work on or before a date to be specified in a written "Notice To Proceed" of the Municipality and to fully complete the project within 30 consecutive calendar days thereafter. The bidder agrees also to pay as liquidated damages, the sum of \$150.00 for each consecutive calendar day thereafter until the project is complete.

8. CONDITIONS OF WORK:

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

9. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation must be in writing and addressed to Mr. James Stewart, P.E., Director of Public Works of the Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770, and, to be given consideration, must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be either faxed, or sent by certified mail with return receipt requested to all prospective bidders (*at the respective addresses furnished for such purposes*), not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. SECURITY FOR FAITHFUL PERFORMANCE:

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

11. POWER OF ATTORNEY:

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

12. NOTICE OF SPECIAL CONDITIONS:

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

- A. OSHA Compliance
- B. Job Creation/Retention Reporting
- C. Prevailing Wage Rate Requirements,

- D. Inspection and testing of materials,
- E. Stated allowances.
- F. Contract Compliance Reporting Requirements,
- G. ARRA – “Buy American” Requirements
- H. DUNS Number
- I. Insurance requirements
- J. Job Reporting Requirements

13. LAWS AND REGULATIONS:

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

14. OBLIGATION OF BIDDER:

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (*including all addenda*). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

15. HIRING OF LOCAL LABOR:

This section emphasizes that every contractor and subcontractor undertaking to do work on any DECD assisted project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located. For the purposes of this contract, the designated area is New Haven-Milford, CT MSA.

The contractor will be responsible for assuring that subcontractors comply with this goal.

The contractor should be aware of the special ARRA job reporting requirements and timing of report submissions. The contractor will be responsible for assuring their subcontractors comply with all ARRA requirements.

16. AFFIRMATIVE ACTION REQUIREMENTS:

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

17. SECTION 3

Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, make a good faith effort to fill any job vacancies, provide opportunities for training and employment in connection with this contract to low income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Section 3 eligible employees are those residents from the area who are at or below 80% of median based on household size.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. To meet your Section 3 goals, you will be asked to provide an explanation of the process you use to hire employees as well as the number of new employees hired by you or your major subcontractors during this project. The goal is that 30% of the aggregate number of new hires be Section 3 eligible residents.
- G. Award of contracts to Section 3 eligible businesses also needs to be documented. The goal for Section 3 eligible businesses is 10% of the total contract cost. You will be asked to provide the number of contracts made to Section 3 eligible subcontractors, suppliers, or vendors during the course of this project, as well if any of these companies are minority/women/disadvantaged enterprises.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

18. **SPECIAL REQUIREMENTS:**

a. OSHA

Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is

required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion.

b. ARRA "BUY AMERICAN" REQUIREMENTS

The Contractor acknowledges to and for the benefit of the Municipality (owner) that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as "Buy American." The Buy American requirement prohibits the use of Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States ("Buy American requirement") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Municipality(owner) that (a) the Contractor has reviewed and understands the Buy American requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirement, unless an exception to the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception to the Buy American requirement, as may be requested by the Municipality (owner) or HUD. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Municipality (owner) to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Municipality (owner) resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Municipality (owner).

c. ARRA JOB REPORTING REQUIREMENTS

The bid for this project and any subsequent contract awarded are subject to the job reporting requirements of the American Recovery and Reinvestment Act of 2009, herein referred to as "the Act", "Recovery Act" or ARRA.

The contractor agrees that it will maintain and provide to the Municipality and/or its agents any information or employee data required to meet the goals or stipulations of the Act. Please refer also to the ARRA Special Conditions Certification attached.

19. PROJECT SIGN

Contract requirements of the State of Connecticut to the Municipality require the construction of a project sign following certain criteria. A format for the sign is attached in the Forms Section of the bid document.

The Contractor shall provide for all costs related to the completion of the sign including materials, labor and installation as part of its bid.

The Contractor shall provide the Municipality with a sign layout for approval prior to preparation and shall install the sign in a location directed by the Municipality subject to approval.

20. ESTIMATE OF WORK

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

any Item or portion of the work as may be deemed necessary.

21. EXECUTION OF CONTRACT

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by him, or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

22. 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.

23. RESPONSIBILITY OF THE CONTRACTORS

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.

24. 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, its employees and agents and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

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

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

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$750,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or

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

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$750,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.

E. Railroad's Protective Liability Insurance: When the contract involves work on, over or under the right of way of any railroad company, the Bidder shall, with respect to the project operations it performs and also those performed for it by subcontractors, carry Railroad Protective Liability Insurance for and on behalf of the railroad company. The insurance shall provide coverage for each accident and occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$6,000,000 for all damages during the policy period.

F. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs b, d and e above shall also contain provisions for protection, in the amounts state, against damage claims due to such use of explosives.

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

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

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

25. CARE AND PROTECTION OF PROPERTY

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

26. 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.

27. 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.

28. 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.

Informational Bulletin
The 10-Hour OSHA Construction
Safety and Health Course

(Applicable to public works projects entered into *on or after July 1, 2009*, where the total cost of all work to be performed is at least \$100,000.)

1. This requirement was created by Public Act No.08-83, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
2. The course is required for public works construction projects (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2009;
3. It is required of mechanic, laborer, or worker (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public works project where the total cost of all work to be performed is at least \$100,000;
4. The ten-hour OSHA safety 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/dte/oti/index.html>;

The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

6. 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;
7. 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;

8. 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;
9. Any mechanic, laborer, or worker who is found to be in non-compliance shall be subject to removal from the worksite if such mechanic, laborer, or worker does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the mechanic, laborer, or worker is determined to be in noncompliance;
10. Any such mechanic, laborer, or worker who is determined to be in noncompliance may continue to work on a public construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
11. The Labor Commissioner may make complaint to the prosecuting authorities regarding any contractor or agent of the contractor, or officer or agent of the corporation who files a false certified payroll with respect to the status of a mechanic, laborer, or worker who is performing manual labor on a public works construction project;
12. The statute provides the minimum standards required for the completion of a safety course by manual laborers on public works projects, any contractor can exceed these minimum requirements; and
13. Regulations clarifying the statute are currently posted on the CTDOL website at:
<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>
<http://www.ctdol.state.ct.us/wgwkstnd/ConstSafetyFinalRegs.pdf>
14. Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department by telephone at (860) 263-6543 or via the internet website of
<http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>

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

Section 3
Form of Bid

FORM OF BID
SCOTT STREET AND ELM STREET SIDEWALK REPLACEMENT PROJECT
NAUGATUCK, CT

PROPOSAL OF: _____
(Official name of company and hereinafter called "bidder")

organized and existing under the laws of the state of _____, and doing business
as: a corporation, a partnership, or an individual *(check one)*.

TO the MUNICIPALITY hereinafter called the "Owner".

READERS:

The BIDDER, in compliance with your invitation to bid for the _____ having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the ARRA requirements; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 30 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$150.00 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addenda:

1. _____
2. _____

PROPOSAL:

The bidder agrees to furnish and install all labor and materials required to fully construct the work in accordance with the contract documents, and in accordance with the ARRA requirements.

UNIT PRICES:

Unit Prices: Unit prices include all preparatory and incidental work to provide a complete installation in full accordance with specifications.

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

Contract No. 11-12; Scott Street and Elm Street Sidewalk Replacement Program, Naugatuck, CT							
ITEM No.	RELATED ConnDOT ITEM No.	ITEM DESCRIPTION	UNIT	UNIT PRICE (FIG'S)	UNIT PRICE (WORDS)	EST Q'TY	TOTAL PRICE (FIG'S)
1	0304003A	PROCESSED AGGREGATE BASE	TON			100	
2	0406011A	BITUMINOUS CONCRTE CLASS 1	TON			15	
3	0406017A	BITUMINOUS CONCRETE CLASS 2	TON			15	
4	0507026A	TYPE "C" CATCH BASIN TOP/GRATE	EA			2	
5	0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	LS			LS	
6	0975003A	MOBILIZATION	LS			LS	
7	0921001A	CONCRETE SIDEWALK	SY			15	
8	0921002A	MONOLITHIC CURB, CONCRETE SIDEWALK AND CONCRETE APRON	SY			360	
9	0950001A	TOPSOIL, SEED AND MULCH	CY			20	
10	0970006A	TRAFFICPERSON	EST	\$7,500	SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS	EST	\$7,500

Total Bid Amount: _____
(Indicate the dollar amount of the bid using written words)

\$ _____
(Indicate same amount using figures)

In the case of a discrepancy, the bid amount shown in words will prevail.

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the OWNER'S formal contract within 10 days and deliver Surety Bonds as required.

The bid security attached in the sum of \$_____ is to become the property of the OWNER in the event the contract and bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

RESPECTFULLY SUBMITTED:

BY: _____
(type or print name and title)

DUNS Number _____

(authorized signature of bidder)

Business Mailing Address

Business Phone: _____ Fax _____

Email: _____

Name and Phone Number of Person to contact with any inquiries:

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

ARRA
SPECIAL CONDITIONS
CERTIFICATION

The American Recovery and Reinvestment Act of 2009 (“Recovery Act”) requires significant reporting and disclosure requirements to comply with President Obama’s transparency and accountability directives.

1. To the extent permissible under federal law, the Contractor agrees to utilize the Connecticut Jobs Funnels, the Connecticut Job Bank or both as the first source for referral for jobs created as a result of funding provided through the Recovery Act. The Connecticut Jobs Funnels and the Connecticut Job Bank will serve as a source for recruitment of qualified workers, provided that nothing herein shall be construed as requiring that such positions be filled through the Jobs Funnels or Connecticut Job Bank.
 - a. The Contractor agrees that it and any subcontractor receiving funding through the American Recovery and Reinvestment Act of 2009 (hereinafter “Recovery Act” or “the Act”) pursuant to this contract shall: (a) post any jobs or positions that it creates or seeks to fill that are funded by Recovery Act funds with the Connecticut Department of Labor job bank, known as CT JobCentral (<http://jobcentral.org/ct>), and (b) specify in such posting that the job or position is funded with Recovery Act funds.
 - b. The Contractor agrees that it and any subcontractor receiving Recovery Act funding pursuant to this contract shall: (a) post any jobs or positions that it creates or seeks to fill that are funded with Recovery Act funds with the appropriate regional Connecticut Jobs Funnels by contacting the Jobs Funnel contact listed in Attachment A, and (b) specify in such posting that the job or position is funded with Recovery Act funds.
2. In accepting Recovery Act funds pursuant to this Agreement, the Contractor and its subcontractors agrees to comply with the reporting requirements of this contract and any additional reporting requirements of the Recovery Act as may be promulgated by the Town via Federal/State guidance or regulation. Failure to provide complete, accurate and timely reports shall constitute a default and may require return or withholding of funds.
3. The Contractor agrees to accurately and timely record and report to Town, in accordance with the requirements of the Recovery Act and additional guidance, policies and regulations provided pursuant to said Act, information regarding jobs or positions created or retained in Connecticut, the United States and outlying areas as a result of funding provided through the Recovery Act including, but not limited to the description of any such job; the number of jobs and persons employed in such job; the number of hours worked by such persons; the hourly wage or salary paid to such persons and any other information required by said Act or federal guidance. Said information shall be reported to the Town on a weekly basis, not later than 72 hours after the end of each week.
4. **Buy American provision.** The Contractor will ensure that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public

work project assisted with CDBG-R funds under the Recovery Act must be produced in the United States unless the Secretary finds that: (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or use of the goods will increase the project cost by more than 25 percent. The Contractor shall provide documentation as to compliance with this paragraph prior to invoice for goods and materials noted under this section.

Contractor Name: _____

Signed: _____

Date: _____

Title: _____

Section 4
References

REFERENCES

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

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

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

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

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

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

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

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

8. If the Bidder has worked under the direction of a Consulting 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

Section 5
Bond Forms

BID BOND

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

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

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

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

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

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

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

BID BOND
(Page 2 of 2)

In presence of:

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By:

Affix
Corporate
Seal

Attest:

(Corporate Surety)

(Business Address)

By:

Affix
Corporate
Seal

Countersigned

By: _____

* Attorney-in Fact, State of _____

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

SURETY GUARANTY FORM
(To accompany Proposal)

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

(Name of Surety Company)

corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for the Traffic Signal Installation at Rubber Ave and Andrew Ave is awarded to _____, the undersigned corporation will execute the

(Name of Bidder)

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

(Surety)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 200__, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of Which shall be deemed an original, this the _____ day of _____, 200__.

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

By _____ Principal _____ (s)

(Address)

Surety

By _____ Attorney-in-Fact

(Address)

NOTES: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars, \$(_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this the _____ day of _____, 200__.

ATTEST:

_____	By _____
(Principal) Secretary	Principal _____ (s)
(SEAL)	
_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	
_____	_____
	Surety

ATTEST:

(Surety) Secretary	
(SEAL)	
_____	By _____
Witness as to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTES: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

Section 6
Contract Agreement

CONTRACT AND AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the year 200____,
Between the Borough of Naugatuck, with its principal office and place of business at 229
Church Street, Connecticut 06770, acting herein through it's Mayor and
_____, a _____, with an office and
place of business at _____, hereinafter called the contractor.

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

I Definitions

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

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

The word "Contractor" shall mean _____ or it's duly authorized agents.

II Contract Includes

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

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

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

III Specifications and Contract Drawings Supplementary

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

IV Modifications

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

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

V Correction of Errors and Omissions

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

VI Borough of Naugatuck Inspector's Decision

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

VII Inspection of Work

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

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

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

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

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

VIII Address of Contractor

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

IX Obligation of the Contractor

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

The Contractor shall, at it's 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 Contact. 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 Contract in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck Inspector.

XIII Public Safeguards

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

XIV Materials and Workmanship

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

XV Materials and Manufactured Articles

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

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

XVI Unnoticed Defects

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

XVII Care and Protection of Work

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

XVIII Assignment of Contract

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

XIX Subcontracting

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

subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

XIX Subcontracting (continued)

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

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

XX Liability of Contractor for Employees

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

XXI Coordination With Other Contractors and Utilities

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

XXII Permits, Laws, Codes, Ordinances and Insurance

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

XXIII Patent Rights

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

XXIII Patent Rights (continued)

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

XXIV Defense of Suits

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

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

XXV Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgements 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 art thereof; and in case such expense shall exceed the amount which would have

XXVI Completion of Work by Owner (continued)

been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

XXVII Partial and Final Estimates

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

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

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

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

XXVIII Extra Work

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

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

1. an agreed on lump sum price, or

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

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

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

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

XXIX Payment

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

XXX Guarantee

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

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

XXXI None

XXXII Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and

the grounds cleared up in accordance with the Contract and Specifications within one hundred twenty (120) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

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

XXXIII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Borough of Naugatuck Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

XXXIV Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of one Hundred Fifty Dollars (\$150.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

XXXV No Waiver of Rights

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

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

XXXVI Mandatory Negotiation

Contractor and the Owner agree that they will attempt to negotiate in good faith any

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

XXXVII 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.

XXXVIII Owner's Right to Use

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

XXXIX Verification of Data

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

XXXX Contractor's Wage Certification Form

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

XXXXI Verbal Statements Not Binding

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

XXXXII Final Estimate Constitutes Release

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

against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

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

XXXXXIII Delays or Termination by Governmental Authorities

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

XXXXXIV Validity of Agreement

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

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

Signed and sealed
in the presence of

Borough of Naugatuck
Mayor

(Duly Authorized)
Contractor

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate
Seal)

Title

Section 7
General Conditions

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GENERAL REQUIREMENTS

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GENERAL CONDITIONS

1. DEFINITIONS:

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

- A. Contractor means a person, firm or corporation with whom this contract is made.
- B. Subcontractor means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. Owner means either the Borough of Naugatuck or its authorized representative or a combination of those representatives.
- D. Municipality means the Borough of Naugatuck or the person employed by the Borough of Naugatuck.
- E. Project Manager means the person employed by the Borough of Naugatuck on behalf of the owner. All major decisions and determinations required during the work will be made jointly by the owner, and the project manager, and if applicable, the architect/engineer, however, instructions to the contractor are to be from the Owner. If the contractor performs work beyond the scope of the project at the direction or request of any person other than the owner, it will be at his own risk and expense. If this work must be removed or revised, that also will be at the expense of the contractor.
- F. Work on or at the project means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.
- G. Apprentice means: 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- H. Trainee means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- I. Covered Area means the geographical area described in the solicitation from which this contract resulted.
- J. Director means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- K. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- L. Minority includes:
 - 1. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - 2. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).
 - 3. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).

4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. Portuguese (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

2. **REQUIRED PROVISIONS DEEMED INSERTED:**

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

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

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

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

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

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

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

The contractor will submit original weekly certified payrolls to L Wagner & Associates until project completion. The payroll shall be accompanied by a statement signed by the employer or authorized representative indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the actual work performed. The submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, State DECD and the

Department of Labor, and will permit such representatives to interview employees during working hours on the job.

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

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

B. **CERTIFIED PAYROLL REPORTS.** Certified weekly payroll reports (CPR's) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPR's and any related records are submitted to the LCA – local contracting agency (L. Wagner & Associates) *through* the principal contractor.

1. **CPR Format.** CPR information may be submitted in any form provided that the LCA can reasonable interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. L. Wagner & Associates shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.
2. **Filing of Certified Payroll/Failure to File Certified Payroll.** An employer subject to the prevailing wage law must file the weekly certified payroll weekly with the contracting agency by mail, first class prepaid. CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week. Failure to file a certified payroll pursuant to subdivision (2) of section 31-53(f) is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both.
3. **CPR Preparation.** CPRs for each employer shall be numbered sequentially beginning with "1." The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.

- a. Employee Information. The first payroll on which each employee appears shall contain the employee's name, address, Social Security Number, and Section. Thereafter, the address, Social Security Number, and Section only need to be reported if there is a change in such information.
 - b. Apprentices or Trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentices' or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first CPR on which the first apprentice or trainee appears
 - c. OSHA Safety and Health Certification. Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion. Contractors must provide proof of completion by attaching a copy of each certification card with the first certified payroll in which such mechanic, laborer, or worker performed work.
 - d. Split Classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
 - e. Hours Worked at Other Job Sites. The CPR's should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases the employer should list the employee's name, classification, hours this project only, and the rate of pay and gross earnings at this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.
4. "No Work" Payrolls. Employers are not required to submit CPR's for weeks during which no work was performed on the site of the work *provided* that the CPR's are number sequentially or that the employer has provided written notice that its work on the project has been suspended, or otherwise instructed by the LCA (L. Wagner & Associates).
 5. Weekly Payroll Certification. Each weekly payroll shall be accompanied by a Federal or State "Statement of Compliance" form, or both as determined by the LCA. The Statement of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
 - a. That the payroll for the payroll period contains the information required to be maintained (see &2-7) and that the information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set for in Regulations, 29 CFR Part 3;

- c. That any mechanic, laborer, or worker employed during the contract period has completed the 10 OSHA course and has provided proof of completion.
 - d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
6. Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

5. **OTHER PROHIBITED INTERESTS:**

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

6. **NO CONFLICT**

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

7. **NATIONAL HISTORIC PRESERVATION ACT OF 1966:**

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

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

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

- A. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the contractor and the subcontractors for the construction, supply and service contracts entered into by the contractor;
- B. Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- C. In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- D. It will comply with all the requirements of Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

- E. It will promptly notify the Municipality of the receipt of any notice from the Director of the Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of the contract is under consideration for listing on the EPA list of Violating Facilities;
- F. It will include the provisions of the foregoing paragraphs in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- G. In the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR, 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the Municipality, as soon as the contractor or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

9. USE OF LEAD-BASED PAINTS:

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

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

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

10. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:

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

11. **SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:**

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provision of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract. The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

12. **CONTRACT AND CONTRACT DOCUMENTS:**

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

13. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

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

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

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

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

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

A. to any preference, priority or allocation order duly issued by the government;

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

14. PROJECT MANAGER'S AUTHORITY:

The project manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The project manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The project manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the project manager shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The project manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the owner shall be adjusted and determined by the project manager.

15. SURVEYS, PERMITS AND REGULATIONS:

Unless otherwise expressly provided for in this contract, the owner will furnish to the contractor all surveys necessary for the execution of the work. The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

16. LAND AND RIGHTS-OF-WAY:

Prior to the start of construction, the owner shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

17. NOTICE AND SERVICE THEREOF:

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

18. SUSPENSION OF WORK:

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

19. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

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

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

20. SHOP OR SETTING DRAWINGS:

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

21. MATERIALS, SERVICES AND FACILITIES:

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the owner.

22. CONTRACTOR'S TITLE TO MATERIAL:

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

23. INSPECTION AND TESTING OF MATERIALS:

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

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

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

24. "OR EQUAL" CLAUSE:

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

25. ALLOWANCES:

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

26. CONTRACTOR'S OBLIGATIONS:

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

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

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

27. BUY AMERICAN:

The Contractor acknowledges to and for the benefit of the Municipality (owner) that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as "Buy American." The Buy American requirement prohibits the use of Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States ("Buy American requirement") including iron, steel, and

manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Municipality (owner) that (a) the Contractor has reviewed and understands the Buy American requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirement, unless an exception to the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception to the Buy American requirement, as may be requested by the Municipality (owner) or HUD. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Municipality (owner) to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Municipality (owner) resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph nor any provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the Municipality (owner).

28. ARRA JOB REPORTING REQUIREMENTS

The bid for this project and any subsequent contract awarded are subject to the job reporting requirements of the American Recovery and Reinvestment Act of 2009, herein referred to as "the Act", "Recovery Act" or ARRA.

The contractor agrees that it will maintain and provide to the Municipality and/or its agents any information or employee data required to meet the goals or stipulations of the Act. Please refer also to the ARRA Special Conditions Certification attached.

29. ARRA TRACKING AND REPORTING - DUNS NUMBER

Section 1512 of the Federal American Recovery and Reinvestment Act of 2009 (ARRA) requires the Connecticut Department of Economic & Community Development (DECD) to report detailed information on the projects and activities funded by the Recovery Act. To ensure that this requirement is met, recipients of ARRA funding must provide the DECD information about their project on a continuous basis. In order to report this information on the government website a DUNS Number must be obtained for all contractors receiving greater than \$25,000.

Dun & Bradstreet (D&B) provides a Data Universal Numbering System (DUNS) Number, a unique 9-digit identification number, for each physical location of a business or organization. Using the DUNS Number as a unique identifier for your organization helps the Government know the business or organization that is reporting information on Federal Reporting website.

All U.S. Government contractors can receive a DUNS Number at no charge and under normal circumstances, within 24-72 hours when using the D&B web form process. Go to <http://fedgov.dnb.com/webform?rfid=fedreg>.

30. SEPARATE CONTRACTS:

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

31. SUBCONTRACTING:

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

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

The contractor shall be as 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 employed directly 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 the general conditions and other contract documents and requirements 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 provision of the contract documents.

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

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

32. MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

33. SUPERINTENDENCE BY CONTRACTOR:

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

34. CORRECTION OF WORK:

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

35. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, or whenever the project manager shall direct, the contractor will, and will cause his subcontractors to, carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the project manager, any work or materials shall have been damaged or injured by reason of failure on

the part of the contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the contractor.

36. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

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

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

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

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

37. CONFLICTING CONDITIONS:

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

38. SUBSURFACE CONDITIONS FOUND DIFFERENT:

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

39. CHANGES IN THE WORK:

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

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

40. EXTRAS:

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind bid upon shall be paid for at the prices stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

41. ANTI-LOBBYING:

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

42. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

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

43. QUANTITIES OF ESTIMATE:

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

44. PAYMENT TO THE CONTRACTOR:

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

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

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

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

45. WITHHOLDING OF PAYMENTS:

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

46. ASSIGNMENTS:

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

47. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

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

48. GENERAL GUARANTY:

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other

work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

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

The contractor agrees to the use and occupancy of a portion of the project/site by the owner before formal acceptance.

50. USE OF PREMISES AND REMOVAL OF DEBRIS:

The contractor expressly undertakes at his own expense:

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

51. INDEMNIFICATION:

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

The Contractor agrees that all services offered by the Municipality through L. Wagner & Associates, Inc. (hereinafter referred to as the "Consultant"), which may affect the Contractor, are offered by the Municipality and not to the contractor in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment or deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the

Consultant shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

52. **INSURANCE REQUIREMENTS:**

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

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

A. Workers Compensation and Employer's Liability:

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

Cancellation Notice - Insurers must give no less than 30 days written notice in the event of either cancellation or non-renewal to the Municipality. Notice is to be to the attention of James Stewart, P.E., Director of Public Works, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770.

All policies are to be evidenced by Certificates of Insurance properly authorized by the insurer or their representative and must reflect all coverages. Certificates must be delivered to the Borough of Naugatuck and L. Wagner & Associates prior to any work or activity under this agreement.

Section 8
Supplemental General Conditions

SUPPLEMENTAL GENERAL CONDITIONS

1. APPRENTICES AND TRAINEES:

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

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

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

2. MINIMUM WAGES:

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

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

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

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

the recommendation of the contracting officer shall be referred to the Secretary for final determination.

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

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

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

A. Complaints, Proceedings, or Testimony by Employees:

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

B. Claims and Disputes Pertaining to Wage Rates:

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

C. Questions concerning certain Federal statutes and regulations:

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

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

3. **OVERTIME REQUIREMENTS:**

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

In the event of any violation of the above, the contractor and any subcontractor responsible therefore, shall be liable to any affected employee for his unpaid wages. In addition, such contractor

and subcontractor shall be liable to the United States for liquidated damages. Liquidated damages shall be computed at \$10.00 per calendar day for each laborer or mechanic required or permitted to work in excess of eight hours or in excess of the standard week of forty hours without payment of the overtime wages required.

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY:

- A. The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed with out regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- B. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- C. The contractor agrees to provide each labor union or representative of workers with such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor agrees to comply with each provision of Conn. Gen. Stat. §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e;
- E. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public work contract, the contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

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

- A. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- B. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- C. The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes;
- D. The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56 of the general statutes.

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts

procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.

- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD (or the Commissioner of the Connecticut Department of Economic and Community Development) shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD (or the Commissioner of the Connecticut Department of Economic and Community Development), the contractor may request the United States to enter into such litigation to protect the interest of the United States"

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

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

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

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

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

Executive Order Number 3.

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

Executive Order Number 17.

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

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

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

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

5. COPELAND "ANTI-KICKBACK" PROVISIONS:

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

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

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

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

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

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

- A. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal Social Security taxes.
- B. Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such a manner as to give the employee complete freedom of disposition of the advanced funds.
- C. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- D. Any deduction constituting a contribution on behalf of the employee to funds established by the employer or representative of the employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following standards are met:
 - 1. The deduction is not otherwise prohibited by law.
 - 2. It is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
 - 3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise.
 - 4. The deductions shall serve the convenience and interest of the employee.
- E. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- F. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- G. Any deductions voluntarily authorized by the employee for making contributions to Community Chests, United Givers Funds and similar charitable organizations.

- H. Any deductions voluntarily authorized by the employee for making contributions to governmental or quasi-governmental agencies.
- I. Any deductions to pay regular union initiation fees and membership dues (not including fines or special assessments) as long as a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.
- J. Any deductions not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.

6. By execution of this agreement, the municipality hereby certifies that for all subgrants, contracts and subcontracts:

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

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

Section 9
Federal Labor Standard Provision – HUD 4010

Federal Labor Standards Provisions

Applicability

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

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

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

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls

submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe

benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's

firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

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

Section 10
Federal Register – Part V



Federal Register

Wednesday,
October 21, 2009

Part V

Department of Housing and Urban Development

Buy American Exception Under the
American Recovery and Reinvestment Act
of 2009: Notice of National Exceptions of
Section 1605 (Buy American Requirement)
of the American Recovery and
Reinvestment Act of 2009 Applicable to
Community Planning and Development
Recovery Act Funds; Notice

**DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

[Docket No. FH-5357-N-01]

**Buy American Exception Under the
American Recovery and Reinvestment
Act of 2009: Notice of National
Exceptions of Section 1605 (Buy
American Requirement) of the
American Recovery and Reinvestment
Act of 2009 Applicable to Community
Planning and Development Recovery
Act Funds**

AGENCY: Office of the Assistant
Secretary for Community Planning and
Development, HUD.

ACTION: Notice.

SUMMARY: In accordance with the
American Recovery and Reinvestment
Act of 2009, Public Law 111-5, 123 Stat.
115 (2009) (Recovery Act), and
implementing guidance of the Office of
Management and Budget (OMB), this
notice advises that national exceptions
to the Buy American requirements of
the Recovery Act have been determined
applicable for projects using
Community Development Block Grant-
Recovery (CDBG-R) funds and
Neighborhood Stabilization Program 2
(NSP2) funds.

FOR FURTHER INFORMATION CONTACT:
Stanley Gilmont, Director, Office of
Block Grant Assistance, Department of
Housing and Urban Development, 451
Seventh Street, SW., Room 7286,
Washington, DC 20410, telephone
number 202-708-3587. Persons with
hearing or speech impairments may
access this number via TTY by calling
the Federal Information Relay Service at
800-877-8339. FAX inquiries may be
sent to Mr. Gilmont at 202-401-2044.
Except for the "800" number, these
telephone numbers are not toll free.

SUPPLEMENTARY INFORMATION: The
Recovery Act appropriated \$1 billion in
CDBG-R funds to states and local
governments to carry out eligible
activities on an expedited basis. The
Recovery Act also appropriated \$2
billion for the second round of NSP2,
“(f)or the provision of emergency
assistance for the redevelopment of
abandoned and foreclosed homes.” 123
Stat. 217. Section 1605(a) of the
Recovery Act imposes a Buy American
requirement on Recovery Act funds
used for a project for the construction,
alteration, maintenance, or repair of a
public building or public work. The
section provides that all of the iron,
steel, and manufactured goods used in
the project must be produced in the
United States. Section 1605(b) provides
that the Buy American requirement

shall not apply in any case or category
of cases in which the head of a federal
department or agency finds that: (1)
Applying the Buy American
requirement would be inconsistent with
the public interest; (2) iron, steel, and
the relevant manufactured goods are not
produced in the United States in
sufficient and reasonably available
quantities and of satisfactory quality; or
(3) inclusion of iron, steel, and
manufactured goods will increase the
cost of the overall project by more than
25 percent. Section 1605(c) provides
that if the head of a federal department
or agency makes a determination
pursuant to section 1605(b), the head of
the department or agency shall publish a
detailed written justification in the
Federal Register.

In accordance with section 1605(c) of
the Recovery Act and OMB's
implementing guidance published on
April 23, 2009 (74 FR 16449), this notice
advises the public that the Secretary
determined it was necessary to approve
certain exceptions to the Buy American
requirement based on findings under
section 1605(b) with respect to work
using CDBG-R or NSP2 funds. Those
exceptions are as follows:

1. If another federal agency (e.g.,
Department of Commerce, Department
of Energy, or Environmental Protection
Agency) has granted a Buy American
exception under section 1605(b) for a
project, HUD will accept that agency's
determination and permit the grantee to
apply that exception for the remainder
of CDBG-R or NSP2 funded work in that
project.

2. If another HUD Program Office
(e.g., Office of Public and Indian
Housing) has granted a Buy American
exception under section 1605(b) for a
specific project, and a written
determination supports its application
to another request, the grantee may
apply that exception for the CDBG-R or
NSP2 funded work in that project. To
use this exception, the grantee must
submit to CPD a written determination
justifying the applicability of the
previously granted exception to the
relevant portion of the project. CPD
must concur in that determination.

3. For publicly owned housing¹
assisted with CDBG-R or NSP2 funds,
when such property contains fewer than
8 units.²

¹ For purposes of this exception, "publicly
owned" housing includes, but is not limited to,
public housing as defined in 24 CFR 3.100;
residential structures owned by other governmental
entities listed in 2 CFR 176.140; and public
facilities designed to provide shelter to persons
with special needs and owned by governmental
entities listed in 2 CFR 176.140.

² For purposes of this exception, "such property
contains fewer than 8 units" is to be construed in

4. When the size of the CDBG-R grant
from HUD to a grantee or (in the case
of State CDBG-R) from a state to a state
grant recipient is less than \$100,000.

5. When the size of a contract funded
with the CDBG-R or NSP2 grant is less
than the simplified acquisition
threshold described in 24 CFR 35.36
(currently \$100,000), regardless of the
size of the grantee.

6. Any project that is substantially
under contract or under construction
prior to acceptance of the CDBG-R or
NSP2 funds.

The above national exceptions are
based on a determination of
inconsistency with the public interest.
In addition to these exceptions, a list of
items already determined to be
domestically nonavailable can be found
at 48 CFR 25.104(a) (FAR List). HUD
does not need to provide an exception
or any additional justification to allow
grantees to use items currently on the
FAR List of domestically nonavailable
items at 48 CFR 25.104(a). The
procedures to apply if any of those
articles are manufactured goods needed
in a project covered by the Buy
American requirement are found at 48
CFR 25.103(b)(1). See also 2 CFR 176.80.
At this time, HUD is not adding to the
FAR List. If a grantee wants to use items
on the FAR List or to have items added
to the FAR List or to a HUD list, the
grantee must follow the CPD
Implementation Guidance for the Buy
American requirement.

Additional information about these
exceptions can be found in the CPD
Implementation Guidance for the Buy
American requirement. To review the
Guidance, visit the CPD page on HUD's
Client Information and Policy System
(HUDCLIPS) at: [http://www.hud.gov/
offices/adm/hudclips/notices/cpd/](http://www.hud.gov/offices/adm/hudclips/notices/cpd/).

Background

HUD generally requires that grantees
use American-made iron, steel and
manufactured goods throughout
Recovery Act-assisted projects subject to
the Buy American requirement.

However, there are certain
circumstances under which exceptions
to the Buy American requirement will
be appropriate in accordance with
section 1605(b). In administering
Recovery Act programs, HUD must also
apply the Buy American requirement in
a manner that does not undermine the
broader purposes and objectives of the
Act, as well as statutory provisions

a manner consistent with the Davis-Bacon
exemption under section 110 of the Housing and
Community Development Act of 1974. This
exemption has been interpreted to include property
containing 7 or fewer units. Typically, single-family
properties are excluded under this exemption.

specific to CDBG-R and NSP2 funding. First and foremost, the Recovery Act was enacted to provide an immediate stimulus to the U.S. economy. As stated in section 3 of the Recovery Act:

GENERAL PRINCIPLES CONCERNING USE OF FUNDS.—The President and the heads of Federal departments and agencies shall manage and expend the funds made available in this Act so as to achieve the [specified] purpose * * * including commencing expenditures and activities as quickly as possible consistent with prudent management.

123 Stat. at 116. In addition, the Recovery Act includes quick expenditure provisions specific to CDBG-R and NSP2 grants. In particular, the statute mandates that “in administering the [CDBG-R] funds, [HUD] shall establish requirements to expedite the use of the funds.” 123 Stat. at 217. The law also requires that “in selecting projects to be funded, recipients shall give priority to projects that can award contracts based on bids within 120 days from the date the funds are made available to the recipients.” *Id.* The NSP2 appropriation included another mandate for grantees to “expend at least 50 percent of allocated funds within 2 years of the date funds become available to the grantee for obligation, and 100 percent of such funds within 3 years of such date.” *Id.* Consistent with this intent, HUD has already established mechanisms designed to put NSP2 and CDBG-R funds to immediate use, including establishing spending/obligation deadlines in funding announcements and grant agreements, and expecting at least quarterly drawdowns from the grantee’s line of credit. In order to further expedite grantees’ timely use of Recovery Act funds, HUD is granting national exceptions that are all supportive and essential to carrying out these congressional mandates and balanced with the interests and intent of the Buy American requirements.

The following national exceptions based on the public interest are necessary to: (1) Avoid delay in completion and restoration of housing for low-income families and the achievement of Recovery Act deadlines; (2) avoid delays in the start of construction and completion of public facilities and improvements that will jeopardize jobs; (3) avoid the possibility of additional funding gaps on termination of certain contracts and price differentials caused by procurement of goods and equipment; (4) avoid loss of funding for critical projects; and (5) address current and emerging situations presented by states and local governments.

Publicly Owned Housing Fewer Than 8 Units

To expedite grantees’ timely use of Recovery Act funds, HUD believes it is in the public interest to provide an exception to the Buy American requirement, to the extent that it applies to publicly owned housing projects developed with CDBG-R and NSP2 funds, when such property contains fewer than 8 units. This 8-unit threshold ensures that CDBG-R and NSP2 funds are employed in a prudent manner consistent with applicable program requirements.

Funding available under the Recovery Act has clear purposes—to stimulate the economy through measures that modernize the Nation’s infrastructure, improve energy efficiency, and expand educational opportunities and access to health care. Congress clearly intends that CDBG-R funds should be invested in housing, infrastructure, and other public facilities activities that will quickly spur further economic investment, increase energy efficiency, and job creation or retention. To this end, HUD has strongly urged grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings. However, in the CDBG program, while HUD awards financial assistance to state and local governments, the decision concerning how the financial assistance will be expended and in what combination, if any, is left to the state or local government. Grantees may use CDBG-R funds for stimulus activities that involve publicly or privately owned structures. Buy American coverage, however, is limited to public works and public buildings. The requirement does not apply to the development of privately owned housing. This distinction may have the unintended effect of grantees moving CDBG-R funds away from publicly owned housing in favor of privately owned housing. The resulting loss of federal funding could restrict affordable housing opportunities for our Nation’s most vulnerable citizens, including the elderly, disabled, or other special needs populations.

Similar unintended consequences may also affect the progress of other housing activities in the CDBG-R and NSP2 programs. NSP2 funding, in particular, is intended “to assist states, local governments, and nonprofits in the purchase and rehabilitation of foreclosed, vacant properties in order to create more affordable housing and

reduce neighborhood blight.” H.R. Conf. Rep. No. 111-16, at 472. After acquiring abandoned and foreclosed-upon residential properties, governmental entities may still hold title to the homes during the renovation process. It is anticipated that many of these homes will be single-family homes and other small residential properties with fewer than 8 units. In small renovations, it would be impractical to research the origins of every potential manufactured good under the time constraints. A typical housing renovation uses countless materials that could be construed as “manufactured goods.” Grantees have brought to HUD’s attention that every housing project involves the use of literally thousands of miscellaneous, generally low-cost components that are essential, but incidental, to the construction and modernization, and are incorporated into the physical structure of the project, such as nails, hinges, or other hardware, and electrical, plumbing, and finishing components. These components are subject to the Buy American requirement, but the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of construction and modernization of publicly owned housing. Under the requirements of the Recovery Act, it would be laborious, likely unproductive to find feasible alternatives, and disproportionate to the costs and time involved for the grantee or its contractor to pursue such inquiries.

Given the magnitude of the foreclosure crisis and the unprecedented numbers of families facing homelessness, returning abandoned and foreclosed-upon residential properties to the affordable housing stock is of critical importance. As a result, HUD has looked to identify the scope of components within the construction and development of small publicly owned housing projects. HUD has considered the disproportionate cost and delay that would be imposed on small publicly owned housing projects if HUD did not issue certain exceptions to the Buy American requirement.

De Minimis Exceptions

The national exception for jurisdictions with a CDBG-R grant of less than \$100,000 will cover about 10 percent of CDBG-R grantees and will amount to a relatively small impact (approximately \$11.5 million of the nearly \$1 billion in CDBG-R grant awards). This exception also covers State CDBG-R grants for less than \$100,000 from states to units of general

local government (state grant recipients). Another reason that Recovery Act funds have been provided to state and local governments is the recognition that state and local governments are suffering from serious budgetary constraints due to simultaneous revenue shortfalls and increased demand for services. CDBG-R funding, in particular, reaches small and rural communities. HUD understands that such communities often have to search further in order to procure American-made items and to find contractors familiar with the Buy American requirement. For these communities, it takes additional time to procure and there are increased costs associated with bringing materials and contractors in from a great distance. The additional time and allocation of scarce staff resources to finding American-made materials for relatively small grants works against state and local governments' fiscal constraints, as well as the Recovery Act's expenditure deadlines. In many cases, the administrative time and cost involved in undertaking such searches would be overly burdensome given the nature of the projects. Recognition of the lack of availability and access to resources and as relief from administrative burdens are critical to the success of small grantees and is consistent with Recovery Act objectives. As with any new requirement, implementation of the Buy American requirement will take analysis and resources that are not readily available to small grantees. The need for the expeditious and efficient use of the CDBG-R funds, balanced with the long established recognition of decreased availability of resources available to small grantees, clearly supports exception 4 above. Because the NSP2 program has a minimum grant amount of \$5 million, there is no national exception for small grant size.

HUD has decided to grant an exception when a contract assisted with CDBG-R or NSP2 funds is less than the simplified acquisition threshold fixed at 41 U.S.C. 403(1) (currently \$100,000). This tracks the standard applied to small purchases described in 24 CFR part 85. Under 24 CFR 85.36(d)(1), small purchase procedures are relatively simple and informal methods for securing goods that do not cost more than the simplified acquisition threshold. Imposing the Buy American requirement on these small-scale projects would result in an unreasonable delay in affordable housing and infrastructure development. Therefore, HUD hereby provides notice that it is granting a

limited nationwide exception of the Buy American requirement to allow the use of nondomestic iron, steel, and manufactured goods when they occur in such *de minimis* contracts assisted with CDBG-R or NSP2 funds.

Projects That Are Substantially Under Contract or Under Construction

HUD is granting an exception to the Buy American requirement for any project substantially under contract or underway prior to acceptance of the CDBG-R or NSP2 funds. Delaying these "shovel ready" projects, by requiring grantees to restart the design and bidding process again, would pose substantial obstacles to compliance with the above obligation and expenditure deadlines. HUD finds that impeding projects already substantially under contract or underway would be inconsistent with the public interest.

In order to be substantially under contract, a project must have the following characteristics prior to the date that HUD executes the Grant Agreement:

1. The HUD grantee has secured financial commitments for the project;
2. The HUD grantee has solicited bids for the project's construction and selected a general contractor. The general contractor has provided a price or estimate, which does not include the use of all American-made products. The HUD grantee must maintain documentation of the bid solicitation process and the bid in its files;
3. The project is in the HUD grantee's consolidated plan/annual action plan, amended consolidated plan/annual action plan, or NSP2 application (including any amendments thereto);
4. The project is ready to begin construction and will have all required zoning, building, and other necessary permits to start construction;
5. The HUD grantee can show that it is in the public interest to move ahead with the project and not rebid the construction work to ensure that all products are American-made. To support its public interest determination, the HUD grantee must maintain documentation demonstrating that rebidding will result in one or more of the following:
 - a. A substantial delay in the construction and completion of the project;
 - b. A substantial increase in a project's cost, which renders the project infeasible given the financial resources that have already been committed to it;
 - c. One or more lenders or funding partners or the construction contractor rescinding their commitment to the project, resulting in the project being

significantly delayed or rendering it infeasible;

d. a HUD grantee missing the obligation and expenditure deadlines specified in the Recovery Act (CDBG-R funds must be expended by September 30, 2012, and for NSP2 funds, 50 percent expended within 2 years of obligation availability and 100 percent within 3 years of obligation availability);

e. jobs not being created or retained;

f. negative economic consequences to a neighborhood or locality if a project is delayed or cannot be built; or

g. other compelling negative hardships related to the above; and

6. The costs and activities comply with all applicable program requirements, including environmental, labor standards, and (where applicable for CDBG-R activities) pre-award cost limitations.

Due to the national economic crisis, a HUD grantee may find that a project that was previously under construction has lost one or more of its funding commitment(s) and is now halted due to the loss of this funding commitment(s). In seeking additional funding sources, the HUD grantee may decide that the commitment of CDBG-R or NSP2 Recovery Act funds to the project is the best way to get the project back on track and to resume construction. The project's existing construction contract may include the use of materials that do not meet the Buy American requirement. The HUD grantee may take advantage of this exception in order to complete the project. To be considered as a project under construction, a project must have the following characteristics prior to the date that HUD executes the Grant Agreement:

1. The HUD grantee has secured the remaining financial commitments for the project and these sources are currently available to the project;
2. The HUD grantee has an existing construction contract and general contractor. The general contractor contract does not include the use of all American-made products. The HUD grantee has documentation of the bid solicitation process and the bid in its files;
3. The project is in the HUD grantee's consolidated plan/annual action plan, amended consolidated plan/annual action plan, or NSP2 application (including any amendments thereto);
4. The project is ready to resume construction and has received the required zoning, building, and other necessary permits to start construction;
5. The HUD grantee can show that it is in the public interest to resume construction and not rebid the construction work to ensure that all

products are American-made. To support its public interest determination, the HUD grantee must maintain documentation demonstrating that rebidding will result in one or more of the following:

- a. A substantial delay of the construction and completion of the project;
 - b. a substantial increase in a project's cost, which renders the project infeasible given the financial resources that have already been committed to it;
 - c. one or more lenders or funding partners or the construction contractor rescinding their commitment to the project, resulting in the project being significantly delayed or rendering it infeasible;
 - d. a HUD grantee missing the obligation and expenditure deadlines specified in the Recovery Act (CDBG-R funds must be expended by September 30, 2012, and for NSP2 funds, 50 percent expended within 2 years of obligation availability and 100 percent within 3 years of obligation availability);
 - e. jobs not being created or retained;
 - f. negative economic consequences to a neighborhood or locality if a project is delayed or cannot be built; or
 - g. other compelling negative hardships related to the above; and
6. The costs and activities, including the initial construction, comply with all applicable program requirements,

including environmental, labor standards, and (where applicable for CDBG-R projects) pre-award cost limitations.

In conclusion, HUD has determined that these exceptions are appropriate because compliance with the Buy American requirement would be disproportionate to the cost and time involved for grantees and contractors delaying work on critical Recovery Act projects and the jobs associated with those projects. In accordance with section 1605(c) of the Recovery Act, HUD hereby provides notice that it is granting limited nationwide exceptions of the Buy American requirement for the above categories of cases. For the above reasons, HUD has determined that applying the Buy American requirement to these categories of cases would be inconsistent with the public interest. This supplementary information constitutes the detailed written justification required by section 1605(c) for exceptions "based on a finding under subsection (b)." The exception applies only to the CDBG-R and NSP2 grant funds and not to the use of other Recovery Act funding, even if such other funds are used in conjunction with CDBG-R and NSP2 funds for a project. Any HUD grantee who wishes to use the above exceptions must maintain sufficient documentation to demonstrate the applicability of the

exception and compliance with any terms or conditions set forth in the exception.

This public-interest justification does not reach the conclusion that the inclusion of iron, steel, and manufactured goods produced in the United States will automatically increase the cost of the overall project by more than 25 percent. Cost is a factor in all procurements and must be considered in accordance with 24 CFR part 85 and the cost principles at 2 CFR part 225. Cost is a factor in all of HUD's public-interest national exceptions. HUD has decided that cost-based exceptions must be made on a case-by-case basis and submitted to HUD for review under CPD Implementation Guidance for the Buy American Requirement. For additional information, visit the CPD page on HUD's Client Information and Policy System (HUDCLIPS) at <http://www.hud.gov/offices/adm/hudclips/notices/cpd/>. Questions may be submitted to BuyAmericanQuestions@hud.gov.

Dated: October 14, 2009.

Mercedes M. Márquez,

Assistant Secretary for Community Planning and Development.

[FR Doc. 09-25217 Filed 10-20-09; 8:45 am]

BELONG CODE 5216-67-P

Section 11
Forms: Table of Contents

**FORMS
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To be completed by:

CONTRACTOR

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

SUBCONTRACTOR

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____)

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

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

(Signature)

(Date)

Subscribed and sworn to before me

this _____ day of _____, 20__.

Title

My commission expires: _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NUMBER:

GENERAL

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

CERTIFICATION OF BIDDER

Bidder's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

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

submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

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

C. Certification of Non-segregated Facilities

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

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

- | | | | |
|-------------------------------------|---|--|--|
| <input type="checkbox"/> Black | <input type="checkbox"/> Spanish American | <input type="checkbox"/> Oriental | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Eskimo | <input type="checkbox"/> Aleut | <input type="checkbox"/> White (other than Spanish American) | |
| <input type="checkbox"/> Portuguese | | | |

Remarks: _____

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

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

Signature

Date

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

CONTRACTORS CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

1. The undersigned, having executed a contract with _____ for the Construction of the above-identified project, acknowledges that:
- a) The Labor Standards provisions are included in the aforesaid contract:
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
-

2. He certifies that:

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

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

4. He certifies that:

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

- b) The undersigned is:

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

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

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

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

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

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

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

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

Date: _____ BY _____

WARNING

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

ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

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

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

* Lower Income Project Area Residents. Individuals residing within the Borough of Naugatuck whose family income does not exceed 80% of the median income in the New Haven-New Milford, CT MSA

SECTION 3 - CONTRACTOR REQUIREMENTS

Contractors and subcontractors, are to make their best effort to give training and employment opportunities to public housing residents, with first priority to the residents of the development for which assistance is expended. In addition, contractors and subcontractors, are to make their best effort to award contracts for covered work "to business concerns that provide economic opportunities", with first priority to residents of the public housing development concerned.

Any contract for construction funded in whole or in part by Federal Assistance in excess of \$100,000.00 is subject to the following requirements:

Training and employment:

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

Effective immediately, 20% of the aggregate number of new hires occurring between July 1, 1995 and June 30, 1996; and 30% of the aggregate number of new hires occurring after July 1, 1996 must be "section 3 individuals".

Section 3 businesses:

Contractors and their sub-contractors must commit to award to Section 3 Business concerns at least 10% of the total dollar amount of all covered contracts for building trades arising in connection with housing rehabilitation, housing construction, and other public construction; and at least 3% of the total dollar amount of all other covered contracts.

All contractors and each of their sub-contractors are required to create and maintain records which clearly show their efforts to comply with these Section 3 requirements.

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), and as such:

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for Housing.

- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filler (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed; were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

SECTION 3 PLAN

RECIPIENTS/DEVELOPER'S NAME

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

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

The purpose of Section 3 of the Housing and Urban Development Act of 1968 as amended (12. U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income person, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

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

PURPOSE: The purpose of this Plan is to provide to the greatest extent feasible economic opportunities for low and very low-income persons in the form of training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance), and community development assistance that is used for the following types of projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and renovation).
- (ii) Housing construction; and
- (iii) Other public construction.

THRESHOLD FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

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

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

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

The numerical goals established in this section represents minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

- (i) 30 percent of the aggregate number of new hires/training opportunities for the one year period beginning in FY 1997 and continuing thereafter.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities generated from the expenditure of Section 3 activities to Section 3 residents the following order of preference will be followed:

- (i) First priority will be given to Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- (ii) Second priority will be given to participants in HUD Youthbuild Programs.
- (iii) Third priority will be given to Homeless persons residing in the area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act.
- (iv) Other Section 3 residents.

DOCUMENTATION OF SECTION 3 RESIDENT ELIGIBILITY FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

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

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

- Proof of residency in a public housing development.
- Evidence of eligibility for Section 8 voucher certificate or voucher.
- Evidence of eligibility for a Federally assisted program for the poor (e.g. Jobs, JTPA, Job Corps).
- Evidence of eligibility for a State or local assistance program for the poor or receipt of AFDC.
- Income tax records.

THRESHOLD FOR CONTRACTING AND SUBCONTRACTING

The requirements of this section apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in the amount of \$100,000 or more in connection with a Section 3 project, and it applies to contractors and subcontractors.

The _____ commits to award to Section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS

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

- (i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) Second priority will be given to applicants selected to carry out HUD Youthbuild Programs.
- (iii) Other Section 3 Residents

Procurements/activities from this award will be conducted in a competitive manner, consistent with 24 CFR 85.36 (c) (2).

ELIGIBILITY FOR PREFERENCES: Business concerns requesting consideration to the above preferences may be required to submit evidence or certify, if requested; that the business concerns is a Section 3 business.

For purposes of this Plan a Section 3 business concern is defined as business that (1) is 51 percent or more owned by Section 3 residents; or (2) whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in (1) and (2) above.

GENERAL CONTRACTOR'S SECTION 3 PLAN CERTIFICATION

1. APPLICABLE TO _____
PROJECT NAME _____
2. GENERAL CONTRACTOR'S NAME _____

3. DEVELOPER'S NAME _____

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

1. _____ agree to comply to the greatest extent feasible with the objectives and percentage goals established in the Section 3 Plan developed for the following project _____.
2. _____ agree that to the greatest extent feasible vacant positions in relation to this development will be filled with Section 3 residents.
3. _____ agree to conduct its recruitment activities in a manner consistent with the requirements established in the above stated Section 3 Plan.
4. _____ agree to include in all contracts with subcontractors in excess of \$100,000 the Section 3 Clause and to require the subcontractor to comply with similar certification requirements.
5. _____ agree to maintain proper records to demonstrate the firm's compliance with the Section 3 Plan.
6. _____ agree to list on Table A all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
7. _____ agrees to award to the greatest extent possible, all subcontracts in excess of \$100,000 to eligible Section 3 Firms.

GOOD FAITH EFFORT

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

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority owned newspapers.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.
5. The contractor must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

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

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

 DEVELOPER SIGNATURE/
 MUNICIPALITY SIGNATURE

 DATE

 TITLE

 CONTRACTOR SIGNATURE

 DATE

 TITLE

DEVELOPER: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

GENERAL CONTRACTOR: _____

SUB CONTRACTOR: _____

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

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

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

Total number of persons needed: _____

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

Which of the above positions will be a training position:

JOB TITLE

**EST. LENGTH
OF TRAINING**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

List type of work to be subcontracted out.

SECTION 3 CONTRACTOR CERTIFICATION

Project Name: _____

Developer's Name: _____

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

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

I certify that the firm of _____ (company's name) is a bonafide section 3 company, and that it meets the following definition of a Section 3 business (check one):

1. 51% or more of the ownership of this company is owned by section 3 residents, as defined by the developer of this project.
2. Currently, at least 30% of the employees of the company are section 3 residents, as defined by the developer of this project.
3. At least 30% of the employees of the company were section 3 residents, as defined by the developer of this project, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this,

Signature of Chief Executive Officer

Date

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM

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

do hereby certify that the _____
Company Name

Street

City

And all of its subcontractors will pay all workers on the

Project Name and Number


Street and City

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

Signed

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

Notary Public

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

Date issued: July 6, 2005

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

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

Section 1: Company Information:

Name: _____

Address: _____

Phone: _____ Fax: _____

Section 2: Apprentice Information:

Name: _____ SS# _____

Trade: _____

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

Section 3: Project Information:

Name of Project: _____

Project Location: _____

Contract or Project number: _____

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

- a. Name and Local Union #: _____
- b. Percentage of apprentice on wage schedule: _____
- c. Date apprentice attained this percentage: _____

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

Mail or Fax to:

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

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

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

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

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

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

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

Commission on Human Rights and Opportunities
 Contract Compliance Unit
 21 Grand Street
 Hartford, CT 06106

1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257)

PROJECT AREA (MSA):
 2. EMPLOYER'S FEIN NO.

3. PROJECT AAP GOALS
 MINORITY: _____
 FEMALE: _____

4. REPORTING PERIOD
 FROM: _____
 TO: _____

PROJECT NAME:
 CONTRACT NUMBER:

NAME AND LOCATION OF CONTRACTOR (submitting report)

STATE AWARDING AGENCY:

5. CONSTRUCTION TRADE (please identify)	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9.		10.						
	6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT		8. FEMALE PERCENT		TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Journey Worker																			
Apprentice																			
Trainee																			
SUB-TOTAL																			
Journey Worker																			
Apprentice																			
Trainee																			
SUB-TOTAL																			
Journey Worker																			
Apprentice																			
Trainee																			
SUB-TOTAL																			
TOTAL JOURNEY WORKERS																			
TOTAL APPRENTICES																			
TOTAL TRAINEES																			
GRAND TOTAL																			

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (including area code)

13. DATE SIGNED

PAGE _____ OF _____

**BIDDER/CONTRACTOR CERTIFICATION REGARDING ARRA
BUY AMERICAN**

1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the Municipality (owner) bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. **Verification of U.S Protection:** The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Municipality (owner) of the U.S. production of each component so identified.
3. **Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods:** The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
 - a. Identification of and citation to a categorical exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Municipality (owner), as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. **Information and Detailed Jurisdiction Regarding Non-American-made Iron, Steel, or Manufactured Goods:** The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Municipality (owner) in amending, supplementing or further supporting such information as required by the Municipality (owner) to request and, as applicable, implement the terms of an exception with respect to any such component or components.

Signature and Title

Date

**CONTRACTOR CERTIFICATION
REGARDING OSHA**

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

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

I, _____, _____ of _____,
Name Title Company

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

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

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

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

Signature/Title

Company

Date



Recovery.Gov

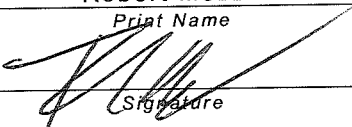

ARRA Infrastructure Project Certificate of Compliance



State of Connecticut

Grantee Project Number:	<u>SCR0908801</u>	Project Name And Project Location:	<u>Scott and Elm Street Sidewalk Improv</u>
Municipality:	<u>Borough of Naugatuck</u>		
Municipality DUNS No.:	<u>609587790</u>	General Contractor Firm:	
Engineer or Design Consultant Firm:	<u>Borough of Naugatuck</u>	G.C. DUNS No.:	

PART 1: ENGINEERING/DESIGN PHASE PRIOR TO BID PHASE AND/OR BUILDING PERMIT APPLICATION: THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief, the Infrastructure Project, as identified above, has been designed in substantial compliance with all requirements of the American Recovery and Reinvestment Act of 2009 and all applicable Federal and State laws, regulations, codes and design standards.

Chief Elected Official: OR Designee:	<u>Robert Mezzo</u> <i>Print Name</i>	<u>Mayor</u> <i>Title</i>
	 <i>Signature</i>	<u>6/6/2011</u> <i>Date</i>
Engineer/Design Consultant:	<u>James Stewart</u> <i>Print Name</i>	<u>Director of Public Works</u> <i>Title</i>
	 <i>Signature</i>	<u>6/6/11</u> <i>Date</i>

PART 2: COMPLETED CONSTRUCTION PRIOR TO RELEASE OF LIENS AND/OR APPLICATION FOR CERTIFICATE OF OCCUPANCY: THIS IS TO CERTIFY THAT to the best of my knowledge, information and belief, the completed Infrastructure Project, as identified above, has been constructed in substantial compliance with the Contract plans, specifications, all approved Change Orders, all requirements of the American Recovery and Reinvestment Act of 2009, and all applicable Federal and State laws, regulations, codes and design standards.

Engineer/Design Consultant:	<u></u> <i>Print Name</i>	<u></u> <i>Title</i>
	<u></u> <i>Signature</i>	<u></u> <i>Date</i>
General Contractor:	<u></u> <i>Print Name</i>	<u></u> <i>Title</i>
	<u></u> <i>Signature</i>	<u></u> <i>Date</i>
Chief Elected Official: OR Designee:	<u></u> <i>Typed Name</i>	<u></u> <i>Title</i>
	<u></u> <i>Signature</i>	<u></u> <i>Date</i>

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____)

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

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

(Signature)

(Title)

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

(Title)

My commission expires: _____

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project Number

GENERAL

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

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

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

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

To (Department, Agency, or Bureau)	Date
c/o	Project Number
	Project Name

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

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

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

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

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

3. He certifies that:

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

b) The undersigned is:

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

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

NAME	TITLE	ADDRESS

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

NAME	TITLE	NATURE OF INTEREST

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

NAME	TITLE	TRADE CLASSIFICATION

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

Date: _____ BY _____

WARNING

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

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

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

Section 1: Company Information:

Name: _____

Address: _____

Phone: _____ Fax: _____

Section 2: Apprentice Information:

Name: _____ SS# _____

Trade: _____

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

Section 3: Project Information:

Name of Project: _____

Project Location: _____

Contract or Project number: _____

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

a. Name and Local Union #: _____

b. Percentage of apprentice on wage schedule: _____

c. Date apprentice attained this percentage: _____

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

Mail or Fax to:

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

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

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

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

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

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

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

Commission on Human Rights and Opportunities
 Contract Compliance Unit
 21 Grand Street
 Hartford, CT 06106

1. MONTHLY
 EMPLOYMENT
 UTILIZATION REPORT
 (FORM chro cc-257)

PROJECT AREA (MSA):
 2. EMPLOYER'S FEIN NO.

3. PROJECT AAP GOALS
 MINORITY: _____
 FEMALE: _____

4. REPORTING PERIOD
 FROM: _____
 TO: _____

PROJECT NAME:
 CONTRACT NUMBER:

NAME AND LOCATION OF CONTRACTOR (submitting report):

STATE AWARDING AGENCY:

5. CONSTRUCTION TRADE (please identify)	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES M F	10. TOTAL NUMBER OF MINORITY EMPLOYEES M F	
	5a. TOTAL HOURS BY TRADE M F	6b. BLACK (Not of Hispanic Origin) M F	6c. HISPANIC M F	6d. ASIAN OR PACIFIC ISLANDERS M F	6e. AMERICAN INDIAN OR ALASKAN NATIVE M F	7. MINORITY PERCENT	8. FEMALE PERCENT						
Journey Worker Apprentice Trainee SUB-TOTAL													
Journey Worker Apprentice Trainee SUB-TOTAL													
Journey Worker Apprentice Trainee SUB-TOTAL													
Journey Worker Apprentice Trainee SUB-TOTAL													
TOTAL JOURNEY WORKERS													
TOTAL APPRENTICES													
TOTAL TRAINEES													
GRAND TOTAL													

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (including area code)

13. DATE SIGNED

PAGE

OF

**BIDDER/SUBCONTRACTOR CERTIFICATION REGARDING ARRA
BUY AMERICAN**

1. **Identification of American-made Iron, Steel, and Manufactured Goods:** Consistent with the terms of the Municipality (owner) bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. **Verification of U.S Protection:** The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Municipality (owner) of the U.S. production of each component so identified.
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 - a. Identification of and citation to a categorical exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
 - b. Verifiable documentation sufficient to the Municipality (owner), as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.
4. **Information and Detailed Jurisdiction Regarding Non-American-made Iron, Steel, or Manufactured Goods:** The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Municipality (owner) in amending, supplementing or further supporting such information as required by the Municipality (owner) to request and, as applicable, implement the terms of an exception with respect to any such component or components.

Signature and Title

Date

SUBCONTRACTOR CERTIFICATION
REGARDING OSHA

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

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

I, _____, _____ of _____,
Name Title Company

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

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

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

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

Signature/Title

Company

Date

Section 12
Prevailing Wage Rates (Federal)

General Decision Number: CT100001 04/22/2011 CT1

Superseded General Decision Number: CT20080001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven, Tolland and Windham Counties in Connecticut.

June 1, 2011
 Borough of Naugatuck
 Ward Street Sidewalk Improvements
 Federal Wage Decision #CT100001
 Modification #12

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/23/2010
2	04/30/2010
3	05/07/2010
4	06/04/2010
5	07/02/2010
6	07/16/2010
7	07/23/2010
8	07/30/2010
9	08/20/2010
10	10/08/2010
11	11/05/2010
12	04/22/2011

* BRCT0001-004 04/01/2011

	Rates	Fringes
BRICKLAYER BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS AND STONE MASONS.	\$ 32.50	22.51

 CARP0024-006 11/01/2010

LITCHFIELD COUNTY
 Harwinton, Plymouth, Thomaston, Watertown
 MIDDLESEX COUNTY
 NEW HAVEN COUNTY
 Beacon Falls, Bethany, Branford, Cheshire, East Haven,
 Guilford, Hamden, Madison, Meriden, Middlebury, Naugatuck, New
 Haven, North Branford, North Haven, Orange (east of Orange
 Center Road and north of Route 1, and north of Route 1 and east
 of the Oyster River), Prospect, Southbury, Wallingford,
 Waterbury, West Haven, Wolcott, Woodbridge
 TOLLAND COUNTY
 Andover, Columbia, Coventry, Hebron, Mansfield, Union,
 Willington
 WINDHAM COUNTY

	Rates	Fringes
Carpenters: Carpenters, Piledrivers.....	\$ 29.03	19.27

Diver Tenders.....	\$ 29.03	19.27
Divers.....	\$ 37.49	19.27

 CARP0043-004 11/01/2010

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	\$ 29.03	19.27
DIVER TENDERS.....	\$ 29.03	19.27
DIVERS.....	\$ 37.49	19.27

 CARP0210-002 11/01/2010

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	\$ 29.03	19.27
DIVER TENDERS.....	\$ 29.03	19.27
DIVERS.....	\$ 37.49	19.27

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,
 Fairfield, Greenwich, Monroe, New Canaan, New Fairfield,
 Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman,
 Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,
 Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New
 Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon,
 Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road
 and south of Route 1 and west of the Oyster River), Oxford,
 Seymour;

 ELEC0003-002 05/08/2008

	Rates	Fringes
Electricians		
FAIRFIELD COUNTY		
Darien, Greenwich, New Canaan, Stamford.....	\$ 44.75	30.42

 ELEC0035-001 06/01/2010

	Rates	Fringes
Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland);		

TOLLAND COUNTY; WINDHAM
 COUNTY.....\$ 35.40 20.76

ELEC0090-002 06/01/2010

	Rates	Fringes
Electricians:.....	\$ 35.20	20.51
LITCHFIELD COUNTY		
Plymouth Township;		
MIDDLESEX COUNTY		
Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;		
NEW HAVEN COUNTY		
All Townships excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott.		

ELEC0488-002 06/01/2010

	Rates	Fringes
Electricians.....	\$ 34.80	21.05
FAIRFIELD COUNTY		
Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumbull;		
LITCHFIELD COUNTY		
Except Plymouth;		
NEW HAVEN COUNTY		
Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott		

ENGI0478-001 04/05/2010

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.05	18.60
GROUP 2.....	\$ 34.73	18.60
GROUP 3.....	\$ 33.99	18.60
GROUP 4.....	\$ 33.60	18.60
GROUP 5.....	\$ 33.01	18.60
GROUP 6.....	\$ 32.70	18.60
GROUP 7.....	\$ 32.36	18.60
GROUP 8.....	\$ 31.96	18.60
GROUP 9.....	\$ 31.53	18.60
GROUP 10.....	\$ 29.49	18.60
GROUP 11.....	\$ 29.49	18.60
GROUP 12.....	\$ 29.43	18.60

GROUP 13.....	\$ 30.96	18.60
GROUP 14.....	\$ 28.85	18.60
GROUP 15.....	\$ 28.54	18.60
GROUP 16.....	\$ 27.71	18.60
GROUP 17.....	\$ 27.30	18.60
GROUP 18.....	\$ 26.65	18.60

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

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Excavator, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skoooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller.

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

IRON0015-002 06/28/2010

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 33.00	26.58+a

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

* LABO0056-003 04/03/2011

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.75	15.60
GROUP 2.....	\$ 26.00	15.60
GROUP 3.....	\$ 26.25	15.60
GROUP 4.....	\$ 26.75	15.60
GROUP 5.....	\$ 27.50	15.60
GROUP 6.....	\$ 27.75	15.60
GROUP 7.....	\$ 16.00	15.60

LABORERS CLASSIFICATIONS

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors,

pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

PAIN0011-001 06/01/2010

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 31.47	15.40
Brush and Roll.....	\$ 28.47	15.40
Tanks, Towers, Swing.....	\$ 30.47	15.40

PAIN0011-003 06/01/2010

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 40.85	15.40

TEAM0064-001 04/04/2010

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 27.98	14.53+a
2 Axle.....	\$ 27.88	14.53+a
3 Axle Ready Mix.....	\$ 28.03	14.53+a
3 Axle.....	\$ 27.98	14.53+a
4 Axle Ready Mix.....	\$ 28.13	14.53+a
4 Axle.....	\$ 28.08	14.53+a
Heavy Duty Trailer 40 tons and over.....	\$ 28.33	14.53+a
Heavy Duty Trailer up to 40 tons.....	\$ 28.08	14.53+a
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids).....	\$ 28.13	14.53+a

Hazardous waste removal work receives additional \$1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good

Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

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

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

 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Section 13
Certified Payroll Reports / Statement of Compliance Forms

[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.										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
CONTRACTOR NAME AND ADDRESS: WEEKLY PAYROLL										SUBCONTRACTOR NAME & ADDRESS											
PERSON/WORKER, ADDRESS and SECTION	Week-Ending Date	APPRENTICE/ RATE/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	TYPE OF FRINGE BENEFITS 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			WITH- HOLDING
				HOURS WORKED EACH DAY																	
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7/13/2009
WWS-CP1

*IF REQUIRED
*SEE REVERSE SIDE

PAGE NUMBER OF

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:
Contractor or Subcontractor Business Name:

PERSON/WORKER, ADDRESS AND SECTION	APPR RATE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	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 WITH- HOLDING	STATE WITH- HOLDING		LIST OTHER	
			HOURS WORKED EACH DAY														
		Trade License Type & Number - OSHA 10 Certification Number									S-TIME	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Hour (1 through 6 (see back))				
											O-TIME	\$	1. \$				
												Base Rate	2. \$				
												\$	3. \$				
												\$	4. \$				
												Cash Fringe	5. \$				
												\$	6. \$				
											S-TIME	\$	1. \$				
												Base Rate	2. \$				
											O-TIME	\$	3. \$				
												\$	4. \$				
												Cash Fringe	5. \$				
												\$	6. \$				
											S-TIME	\$	1. \$				
												Base Rate	2. \$				
											O-TIME	\$	3. \$				
												\$	4. \$				
												Cash Fringe	5. \$				
												\$	6. \$				
											S-TIME	\$	1. \$				
												Base Rate	2. \$				
											O-TIME	\$	3. \$				
												\$	4. \$				
												Cash Fringe	5. \$				
												\$	6. \$				

*IF REQUIRED

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

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

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

Please specify the type of benefit provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

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

Section A:

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare funds, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of 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 contractor in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

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

 (Signature) (Title) Submitted on (Date)

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

 (Signature) (Title) Submitted on (Date)

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

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Section 14
Project Sign Specifications

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

PROJECT SIGN – SMALL CITIES CDBGR-R PROGRAM

8'-0"

(INSERT NAME OF THE PROJECT)

Funds Provided by the U.S. Department of Housing and Urban Development
American Recovery and Reinvestment Act of 2009 through the State of Connecticut's
Small Cities Program



STATE OF CONNECTICUT
Dannel P. Malloy, Governor

Department of Economic and Community Development
Catherine Smith, Commissioner

and the

(Insert Name of Town/City)

(Insert Name of Chief Elected Official and Title)

(Insert Name of Architect)

(Insert Name of General Contractor)

Program Consultant – L. Wagner & Associates



EQUAL HOUSING OPPORTUNITY

4'-0"

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

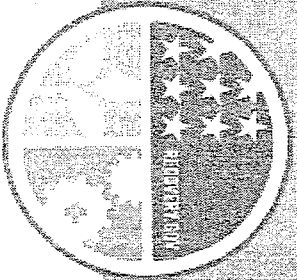
COLORS: ALL LETTERS AND SYMBOLS ARE TO ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

STATE SEAL: WILL BE PROVIDED BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT.

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.



UNIVERSITY OF WISCONSIN - MADISON

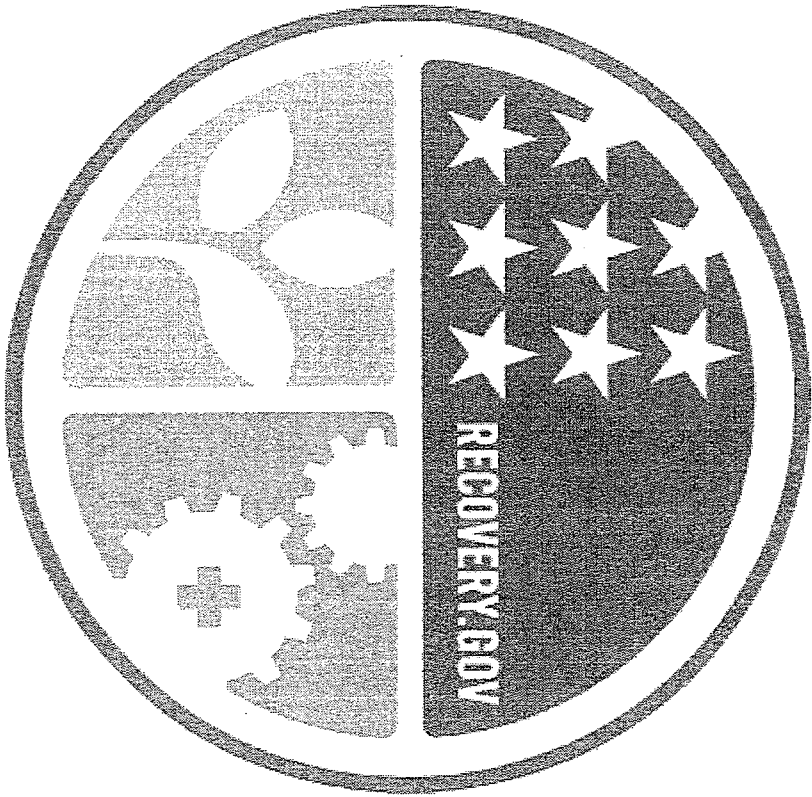


Funded By:

American Recovery and Reinvestment Act
Barack Obama, President



FUNDED BY THE AMERICAN RECOVERY
AND REINVESTMENT ACT



Section 15
General Requirements

Borough of Naugatuck
GENERAL REQUIREMENTS

1. Scope of Work

The Contractor shall provide all labor, superintendence, materials, plant, tools and equipment necessary for properly implementing within the time stipulated, town wide sidewalk replacement and all other work necessary for the proper completion of the project as shown on the Contract Drawings and specified herein.

The work of this Contract is the town wide sidewalk replacement improvements.

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 Town of Deep River Inspectors
IEEE --	Institute of Electrical and Electronics Engineers
AWWA--	American Water Works Association
ACPA--	American Concrete Pipe Association

3. Contract Drawings and Working Drawings

The work is shown on the accompanying Contract Drawings. Such additional working drawings, as required because of changes or to provide greater detail, will be provided by the Engineer.

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. Mobilization

Mobilization shall include proportional amounts for bonds, insurance and miscellaneous items to be paid for once throughout the life of the Contract under the "Mobilization" Item.

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, plans, 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 Borough 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 Borough Engineer. 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 Specification 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 Borough Engineer 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 Borough 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 Plans and Specifications 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 Borough Engineer, 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 protect trees and shrubs and private personal

property. He shall make good any damage to the satisfaction of the Borough Engineer.

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 Borough Engineer. 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 Borough Engineer, 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.

Warning signs shall be provided along all streets while work is in progress and, where traffic direction is required, by a trafficperson, only police officers shall be hired by the Contractor to direct traffic during construction operations. Police officers hired by the Contractor to direct traffic will be paid for under the Contract Item Number 0970004 Trafficperson. Barricades and lights shall be provided as required according to the appropriate signing patterns as described in Special Provision Item Number 0971001A – Maintenance and Protection of Traffic . 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 and the Specification herein. The use of signs, barricades, or traffic delineators not in conformance with Special Provision Item Number 0971001A – Maintenance and Protection of Traffic shall not be permitted.

Ingress and egress to private property, satisfactory to the Borough Engineer, and as stipulated in Special Provision Item Number 0971001A – Maintenance and Protection of Traffic, shall be continuously provided.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in the Special Provision Item Number 0971001A – Maintenance and Protection of Traffic, the Borough Engineer 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

The Contractor shall be responsible for providing and maintaining such temporary access roads, to and along right-of-way, as are necessary for transportation of materials and equipment. Where such roads are on private property he shall obtain permission from the property owner 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 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 as permitted under Section 971001A- Maintenance and Protection of Traffic and Section 1.08- Prosecution and Progress.

Unless otherwise especially permitted, no work shall be done between during hours as permitted under Section 971001A- Maintenance and Protection of Traffic and Section 1.08- Prosecution and Progress, or except as necessary for the proper care and protection the work already performed. If it shall become absolutely necessary to perform work at night, special permission shall be requested by the Contractor and granted by the Borough Engineer. The request to the Borough Engineer, by the Contractor shall be made at least 48 hours in advance of the beginning of the work. If special permission is granted by the Borough Engineer to perform the work, the work done at night shall 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 Naughtuck 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 a sedimentation and erosion control plan for the work if applicable.

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

Not applicable this Contract.

31. Water Supply and Electrical Energy

Not applicable this Contract.

32. Contractor's Officer

Not applicable this Contract

33. Resident Engineer's Office

Not applicable this Contract.

34. Explosives and Blasting

Not applicable this Contract.

35. Sheeting, Shoring and Bracing

Where applicable, and as field conditions dictate as determined by the Borough Engineer, 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 Borough Engineer. No direct payment will be made for sheeting, shoring, and bracing and compensation for such work and all expenses incidental thereto, but 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 pipes, manholes and similar structures located in or adjacent to the location of the structures included in this Contract, are shown on the Contract Drawings. 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 verify all underground utilities and shall issue a "Call Before You Dig", to verify all underground utilities. 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 Borough 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 to facilitate installation of the sewer, shall be replaced and restored to a condition as good as or better than existed and to the satisfaction of the Owner or Borough Engineer.

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 as a result of the Contractor's construction practices.

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 ours 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.

Section 16
Supplemental Specifications

SUPPLEMENTAL SPECIFICATIONS

ITEM # 0304003A- PROCESSED AGGREGATE BASE

03.04.01 – DESCRIPTION:

The work in this Section shall consist of furnishing and placing Processed Aggregate Base Material in locations shown on the Contract Drawings or as directed by the Borough Engineer, and as per the “Permanent Pavement Repair in Town Street” and Sidewalk details included in the Contract Drawings.

In addition, this Special Provision shall conform to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, except as modified herein.

03.04.02- MATERIALS:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, Section 3.04.02.

03.04.03 – CONSTRUCTION METHODS:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, Section 3.04.03.

03.04.04- METHOD OF MEASUREMENT:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, Section 3.04.04.

03.04.05- BASIS OF PAYMENT:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, Section 3.04.05.

Pay Item
PROCESSED AGGREGATE BASE

Pay Unit
TON

ITEM # 0406011A- BITUMINOUS CONCRETE CLASS 1

ITEM # 0406017A- BITUMINOUS CONCRETE CLASS 2

04.06.01 – DESCRIPTION:

The work un this Section shall consist of furnishing and placing Bituminous Concrete Class 1 and/or Bituminous Concrete Class 2 in locations shown on the Contract Drawings or as directed by the Borough Engineer, and as per the “Permanent Pavement Repair in Town Street” detail included in the Contract Drawings.

This Special Provision shall conform to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, except as modified herein.

04.06.02- MATERIALS:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, Section 04.06.02.

04.06.03 – CONSTRUCTION METHODS:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, Section 04.06.03.

04.06.04- METHOD OF MEASUREMENT:

2. Cut Bituminous Concrete Pavement

Cutting of bituminous concrete pavement will not be measured for payment.

3. Sawing and Sealing Joints

Sawing and sealing of joints will not be measured for payment.

4. Kerf Cut in Bituminous Concrete Pavement

Kerf cutting will not be measured for payment.

5. Cleaning and Sealing Joints and Cracks

Cleaning and sealing joints and cracks will not be measured for payment.

6. Cutting and Sealing Joint in the Bituminous Concrete Shoulder

Cutting and sealing joints in the bituminous concrete shoulder will not be measured for payment.

ITEM # 0507026A- TYPE "C" CATCH BASIN TOP/GRATE

05.07.01 – DESCRIPTION:

Work under this item shall consist of replacing existing Type "C", or Type "C-L" Catch Basins tops and grates in the locations shown on the contract drawings or as ordered by the Borough Engineer. The work shall also include removal and disposal of existing basins tops which are being replaced. In addition to all materials, the contractor shall furnish all labor and equipment necessary for the work.

05.07.02- MATERIALS:

Refer to the "State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004", Section 05.07.03.

05.07.03 – CONSTRUCTION METHODS:

Refer to the "State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004", Section 05.07.03.

05.07.04- METHOD OF MEASUREMENT:

Replacing tops shall be measured as units, and shall include excavation, cutting of pavement, removal and replacement of pavement, removal and disposal of existing top replaced, pervious material, necessary work to structure wall, furnishing and setting catch basin frame and top, backfill material.

All materials required will be considered included in the price of each catch basin installed and accepted.

05.07.05- BASIS OF PAYMENT:

Replacing tops shall be shall be paid for at the contract unit price for "Catch Basin Top/ Grate, which price shall include excavation, cutting of pavement, removal and replacement of pavement, removal and disposal of existing top being replaced, pervious material, necessary work to structure wall, furnishing and setting catch basin frame and top, backfill material.

No payment will be made for backfill materials required. All materials required will be considered included in the price of each catch basin top installed and accepted.

Pay Item
"C" CATCH BASIN TOP/GRATE

Pay Unit
EA

ITEM # 0971001A MAINTENANCE AND PROTECTION OF TRAFFIC

ARTICLE 9.71.01- DESCRIPTION IS SUPPLEMENTED BY THE FOLLOWING:

The contractor shall maintain and protect traffic as follows and as limited in the Special Provision "Prosecution and Progress", Section 1.08.

SIDEWALK REPLACEMENT LOCATIONS:

The Contractor shall maintain and protect one lane of traffic in each direction, each lane on a paved travel path not less than 11-ft in width.

Excepted therefrom will be those periods, during allowable periods, when the Contractor is actively working at which time the Contractor will be allowed to maintain and protect at least an alternating one-way traffic operation on a paved travel path not less than 12-ft in width.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS:

The Contractor shall maintain access to and egress from all commercial and residential driveways through the project limits. The Contractor will be allowed to close driveways to perform the required work during those periods when the businesses are closed unless permission is granted from the business owner to close the driveway during business hours. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

SIGNING PATTERNS:

The Contractor shall erect and maintain all signing patterns in accordance with the traffic control plans contained herein. Proper distances between advance warning signs and proper taper lengths are mandatory. 42-inch cones or traffic drums are to be utilized as shown on the traffic control plans contained herein.

ITEM # 0975003A MOBILIZATION

09.75.01 – DESCRIPTION:

Work under this Mobilization item shall consist of furnishing insurance documents and surety forms, bid bonds, references materials, proposal forms, material certifications, project sign and work schedule as requested and required and necessary to perform the work under the contract.

09.75.02- MATERIALS:

Materials shall not be applicable under this section.

09.75.03 – CONSTRUCTION METHODS:

Construction Methods shall not be applicable under this section.

09.75.04- METHOD OF MEASUREMENT:

The work under this Mobilization item will not be measured for payment.

09.75.05- BASIS OF PAYMENT:

The work under this Mobilization item will be paid for under the contract unit price, "LS", per "Mobilization". Which price shall include the furnishing of all documents as described in Section 09.75.01- Description of this Special Provision. Payment to the Contractor will be made once over the live of the Contract.

Pay Item
Mobilization

Pay Unit
LS

ITEM # 0921001A- CONCRETE SIDEWALK
ITEM # 0921002A- MONOLITHIC CURB, CONCRETE SIDEWALK AND
CONCRETE APRON

09.00.01 – DESCRIPTION:

Work under this item shall consist of furnishing and installing concrete sidewalk and ramps in the location shown on the contract drawing signal plan. In addition to all materials, the contractor shall furnish all labor and equipment necessary for the work. Sidewalks installed shall be 5 feet wide including the width of the curb section unless directed otherwise. The widths of house walks shall match existing widths.

09.00.02- MATERIALS:

1. MATERIALS

Codes and standards: all site concrete work shall be done in accordance with all local governing regulations having jurisdiction. Unless otherwise specified herein, in Division 3, or by local ordinance all work shall be done in accordance with the latest edition of ACI Building Code 318, ACI Manual of Standard Practice 315, and ACI Specifications for Structural Concrete 301.

- A. Concrete materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- B. Concrete mix, design and testing: comply with requirements of applicable Division 3 sections for concrete mix design, sampling, and testing, and quality control, and as herein specified.
- C. Design mix to produce normal weight concrete, consisting of portland cement, aggregate, air-entraining admixture and water to produce the following properties:
 - 1. Compressive strength: 4,000 psi minimum at 28 days.
 - 2. Slump range: 2" - 4".
 - 3. Air content: 5% - 7%.
- D. Forms: Steel, wood or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use forms that are straight and free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.
- E. Water: Clean water suitable for drinking purposes and free from injurious amounts of mineral and organic substances.
- F. Base course: Processed aggregate conforming to the requirements of Section

M.05.01 of the State of Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction Form 816,2004."
G. Compacted Subgrade:

2. SUBMITTALS

- A. In accordance with the specifications, submit samples, materials certifications, manufacturer's product data and test reports as hereinafter required.
- B. Submit concrete mix designs.

3. PROJECT/SITE CONDITIONS

- A. Traffic control: maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Provide flagmen, barricades, warning signs, and warning lights as required.

4. WORKMEN

Workmen: All workmen shall be thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

09.00.03 – CONSTRUCTION METHODS:

1. INSPECTION

- A. Examine the subgrade and the conditions under which site concrete work is to be installed. Installation shall not proceed until all unsatisfactory conditions, if any, have been corrected.

2. SUBGRADE PREPARATION

- A. Remove loose material from compacted subgrade surface immediately prior to placing concrete.
- B. Grade and prepare subgrade to smooth surface parallel to finish grade and to proper elevation. No humps or hollows will be permitted. Tamp or roll with a 3 wheel power roller weighing not less than 10 tons.
- C. Remove soft and yielding materials which will not compact readily when rolled or tamped. Replace with crushed stone, gravel, or other approved materials. Ram or roll

until level with adjacent grade.

- D. Subgrade shall be smooth, hard and dry, prior to installation of the base course. Notify the Engineer following completion of subgrade preparation to allow for inspection and compaction testing. Do not proceed with installation of the base course until approval by the Engineer.

3. INSTALLATION OF BASE COURSE

- A. Base course: install to requirements of Section 304, Articles 304.01 thru 304.03 of the State of Connecticut Department of Transportation, "Standard Specifications for Roads, Bridges, and Incidental Construction", Form 814A, 1995, Thickness of compacted base course shall be as detailed.
- B. Finished base course shall be thoroughly compacted and moistened as required.

4. FORM CONSTRUCTION

- A. Set forms to the required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to the following tolerances:
 - I. Top of form units: not more than 1/8" in 10'.
- C. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.

5. CONCRETE PLACEMENT - GENERAL

- A. Placement of concrete shall be according to the accepted practice of A.C.I.
- B. Do not place concrete until subgrade and forms have been checked for line and grade. Moisten subgrade as required to provide a uniform dampened condition at the time concrete is placed.
- C. Place concrete using methods which prevent segregation of the mix and with as little rehandling as possible. Consolidate concrete along the face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms.
- D. Use only square faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing dowels and joint devices.

- E. Deposit and spread concrete in a continuous operation between joints as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

6. CONCRETE FOOTINGS

- A. Install concrete footings for chain link fencing, backstop, team benches, bleachers and other site improvements as detailed and shown on the Drawings.
- B. Install concrete Goal post base detailed and shown in the specifications.

7. CONCRETE FINISHING

- A. General: after striking off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.
- B. After floating, test surface for trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.
- D. After completion of floating and troweling, when excess moisture or surface sheen has disappeared, complete surface finishing as detailed. Methods defined as follows:

Rubbed finish: rub exposed concrete surfaces with a wood or rubber float to achieve a uniform, gritty texture.
- E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.

8. CURING

- A. General: protect concrete so that the temperature at the surface will not fall below 50 degrees F., and there will be no loss of moisture from concrete surfaces for a period of seven days. Cover concrete surfaces with approved draft paper, burlap, or polyethylene sheeting.
- B. At Contractor's option, and only with approval by the Engineer, a colorless liquid membrane curing compound may be applied. Apply as directed by manufacturer's recommendations.

9. ADJUSTING AND CLEANING

- A. Where new site concrete work has been cracked or damaged, remove the entire panel/section wherein the damage occurs and install a new panel/section. No patching is permitted.
- B. Patching/repairing of surface defects (honey-combed areas, etc.) may be permitted if damaged areas are not extensive. Repair work must meet with the approval of the Engineer.
- C. Keep grounds clean of rubbish caused by work and of unused materials at all times. Dispose of rubbish off-site.
- D. Remove unused materials and equipment. Leave area clean.

10. PROTECTION

- A. Protect concrete from damage until acceptance of the work. Exclude traffic from pavement for at least 14 days after placement. No construction traffic is permitted.
- B. Protection of finished work is the responsibility of the Contractor until final acceptance of all work by the Engineer. All damaged work shall be replaced by the Contractor at no additional cost to the Contract Sum.

09.00.04- METHOD OF MEASUREMENT:

Concrete Sidewalk shall be measured by the square yard, in place and accepted.

All materials used for the installation of the concrete sidewalk and ramps, will not be measured for payment but shall be considered included in the price per square yard of "Concrete Sidewalk".

09.00.05- BASIS OF PAYMENT:

"Concrete Sidewalk" shall be paid for at the contract unit price per square yard for concrete sidewalk, complete and in place, which price shall include all excavation as specified herein, backfill, disposal of surplus material, equipment, tools, expansion joints, and all other materials and labor incidental thereto, as required and shown on the contract drawing.

Pay Item
Concrete Sidewalk

Pay Unit
Square Yard

ITEM # 0950001A- TOPSOIL, SEED AND MULCH

09.50.01 – DESCRIPTION:

The work in this Section shall consist of furnishing and placing Topsoil, Seed and Mulch in locations shown on the Contract Drawings, or as directed by the Borough Engineer.

Refer to Special Provision shall conform to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, as follows:

Turf Establishment

Section 9.50.01

Topsoil

Section 9.44.01

Mulch

The work under this item shall consist of furnishing and placing mulch in locations shown on the Contract drawing or as ordered by the Borough Engineer. The Contractor shall also furnish all labor and equipment necessary to complete the work.

09.50.02- MATERIALS:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, as follows:

Turf Establishment

Section 9.50.02

Topsoil

Section 9.44.02

Mulch

The materials for this work shall conform to the requirements of Article M.13.05, “Mulch Materials”, of the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”.

09.50.03 – CONSTRUCTION METHODS:

Refer to the “State of Connecticut Department of Transportation Specifications for Roads, Bridges and Incidental Construction Form 816, 2004”, as follows:

Turf Establishment

Section 9.50.03

Topsoil

Section 9.44.03

Mulch

Section 9.49.03.15-Mulching

09.50.04- METHOD OF MEASUREMENT:

Topsoil

This work will be measured for payment by the number of cubic yards on which the placement of topsoil has been completed and the work accepted.

Sodding

This work will be measured for payment by the number of cubic yards on which the placement of sodding has been completed and work accepted.

Mulching

This work will be measured for payment by the number of cubic yards on which the placement of mulch has been completed and work accepted.

09.53.05- BASIS OF PAYMENT:

Topsoil

This work will be paid for at the contract unit price per cubic yard for "Topsoil, Sod and Mulch", which price shall include all materials, equipment, tools, labor and work incidental thereto.

Sodding

This work will be paid for at the contract unit price per cubic yard for "Topsoil, Sod and Mulch", which price shall include all watering the sod as required, materials, equipment, tools, labor and work incidental thereto

Mulching

This work will be paid for at the contract unit price per cubic yard for "Topsoil, Sod and Mulch", which price shall include all materials, equipment, tools, labor and work incidental thereto.

Pay Item
TOPSOIL, SOD AND MULCH

Pay Unit
CY

ITEM #0970006A – TRAFFICPERSON (MUNICIPAL POLICE OFFICER)

9.70.01 - Description: Under this item the Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

9.70.03 – Construction Method: On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost of the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to only take direction from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters)). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, and Engineer to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to start of work. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons or traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

Trafficpersons shall consist only of the following types:

- 1. Uniformed Law Enforcement Personnel:** Law enforcement personnel shall wear the high visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated below for the Uniformed Flaggers' garment.

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer. Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

9.70.04 – Method of Measurement: Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

Trafficpersons shall not work more than twelve hours in any one 24-hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished and measured for payment.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers.

Mileage fees associated with Trafficperson services will not be measured for payment.

9.70.5 Basis of Payment: Trafficpersons will be paid in accordance with the schedule described herein.

1. Uniformed Law Enforcement Personnel: The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered

in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

The Department will pay the Contractor its actual costs for "Trafficperson (Municipal Police Officer)" plus an additional 5% as reimbursement for the Contractor's administrative expense in connection with the services provided.

Payment, not to exceed 80%, will be made to the Contractor based on an approved invoice for services provided. Remaining payment and the 5% administrative expense will be paid once the receipted bill or cancelled check is submitted to the Engineer.

The invoice must include a breakdown of each officer's actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the municipality. The invoice will be reviewed and approved by the Engineer prior to any payments. The rate charged by the municipality for use of an uniformed municipal police officer and/or a municipal police vehicle shall not be greater than the rate it normally charges others for similar services.

Pay Item

Pay Unit

Trafficperson (Municipal Police Officer)

Est.



Legend

Scott St Elm St Sidewalk Project

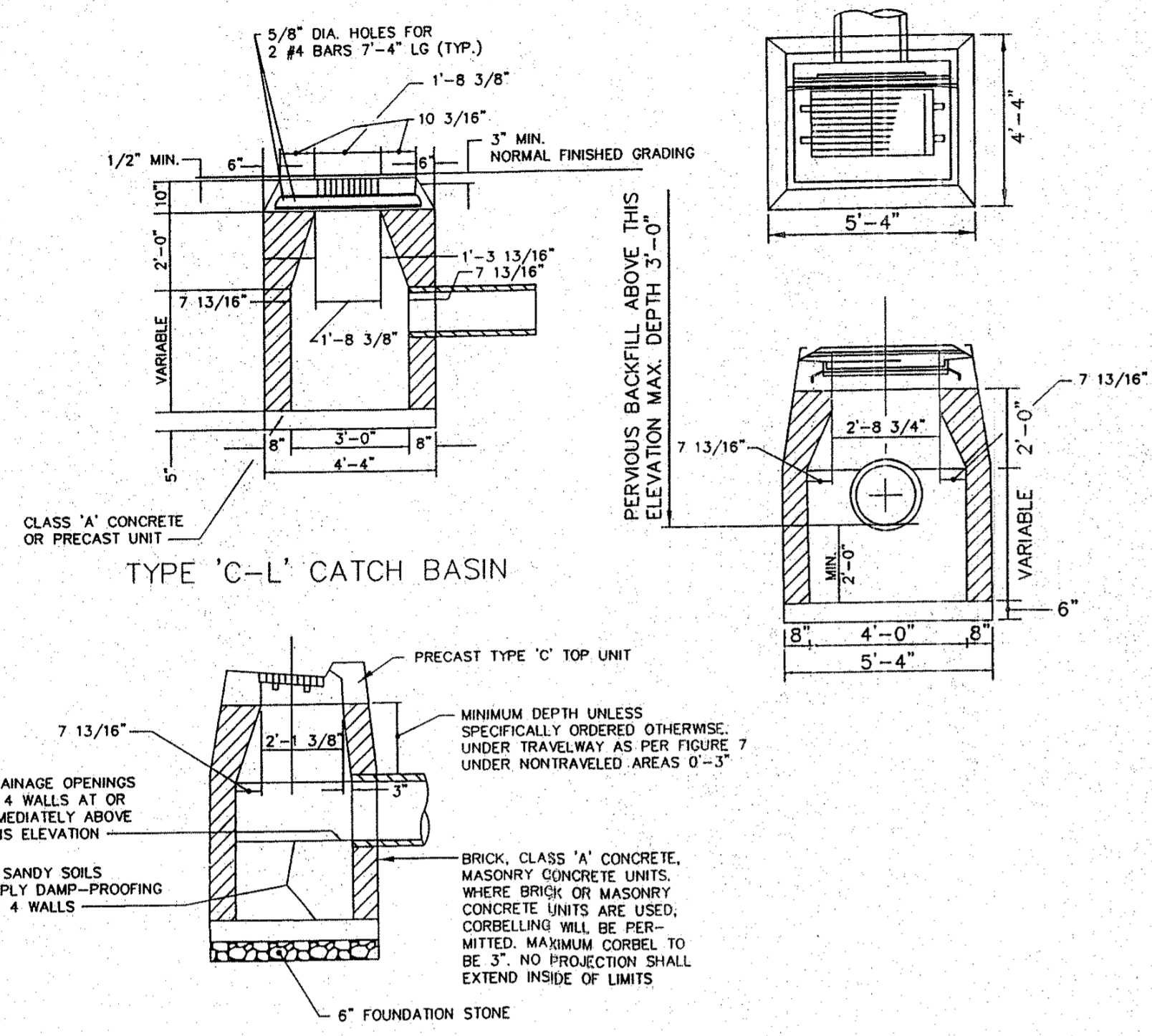
Sidewalk Inventory 2010

Catch Basin

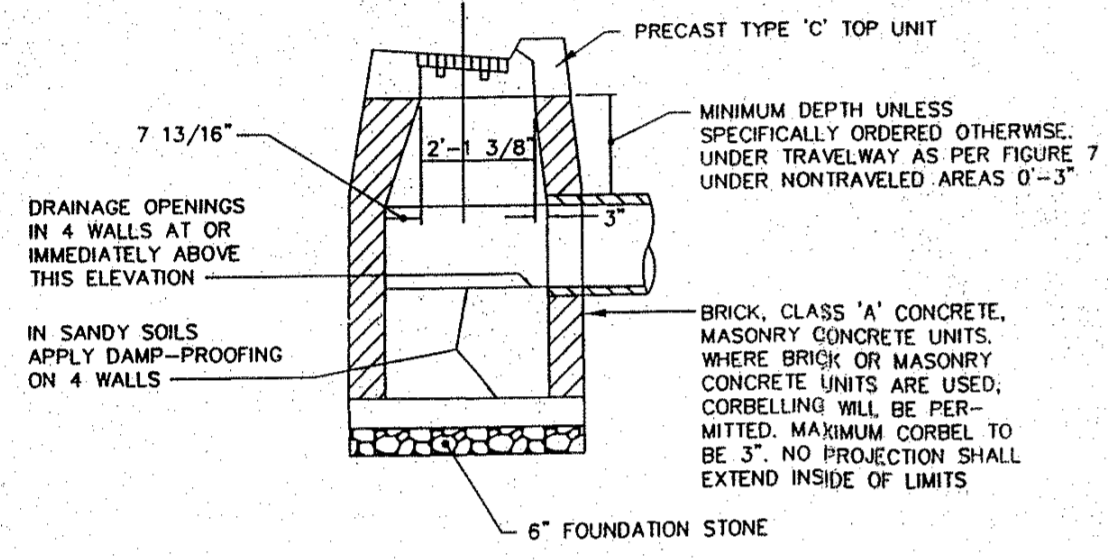
Street	Width	Project	Length
Elm Street	5	ARRA Project	159.6
Scott Street	5	ARRA Project	309.4
Ward Street	5	ARRA Project	64.8
DOT to replace w/Bridge Project	5	DOT Rt 63 Brodge	199.0
Total ARRA Project Length			533.8



**Borough of Naugatuck
2011 Scott Street - Elm Street
Sidewalk Reconstruction Project**



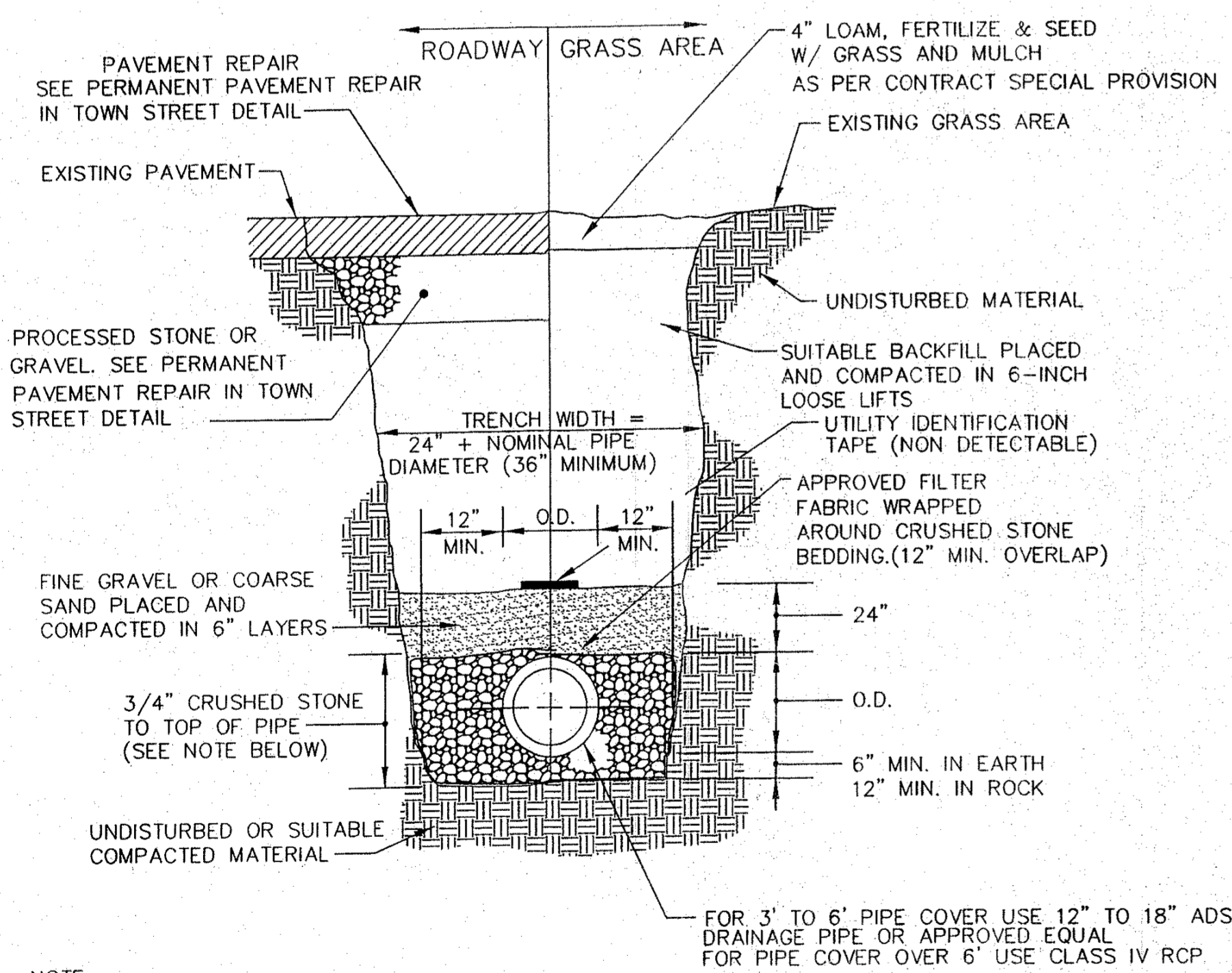
TYPE 'C-L' CATCH BASIN



TYPE 'C' CATCH BASIN


NOTE:
SEE FIGURE 30 ELBOW TRAP
REQUIRED ON DOWN STREAM
CATCH BASIN

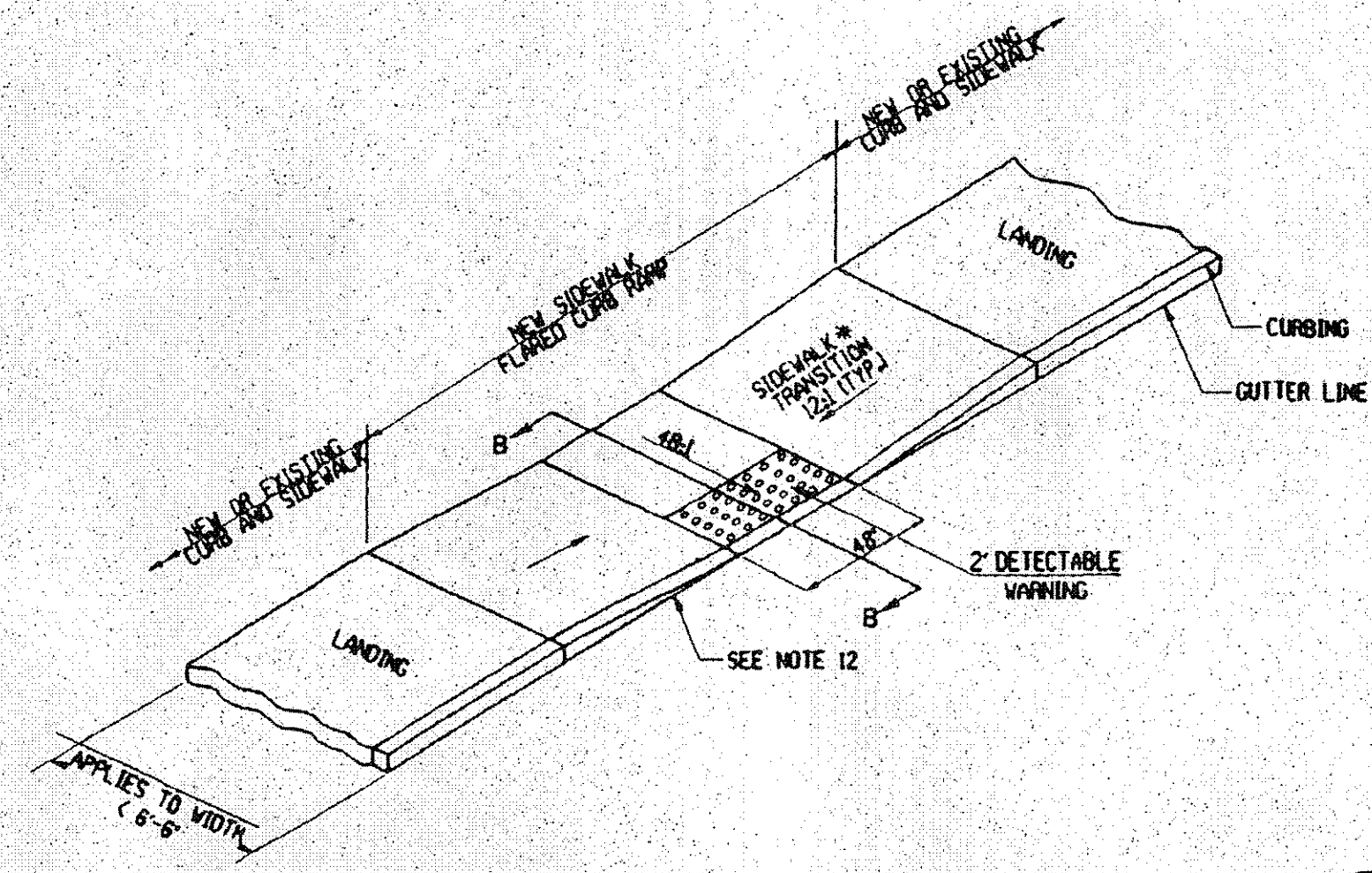
CATCH BASIN DETAIL



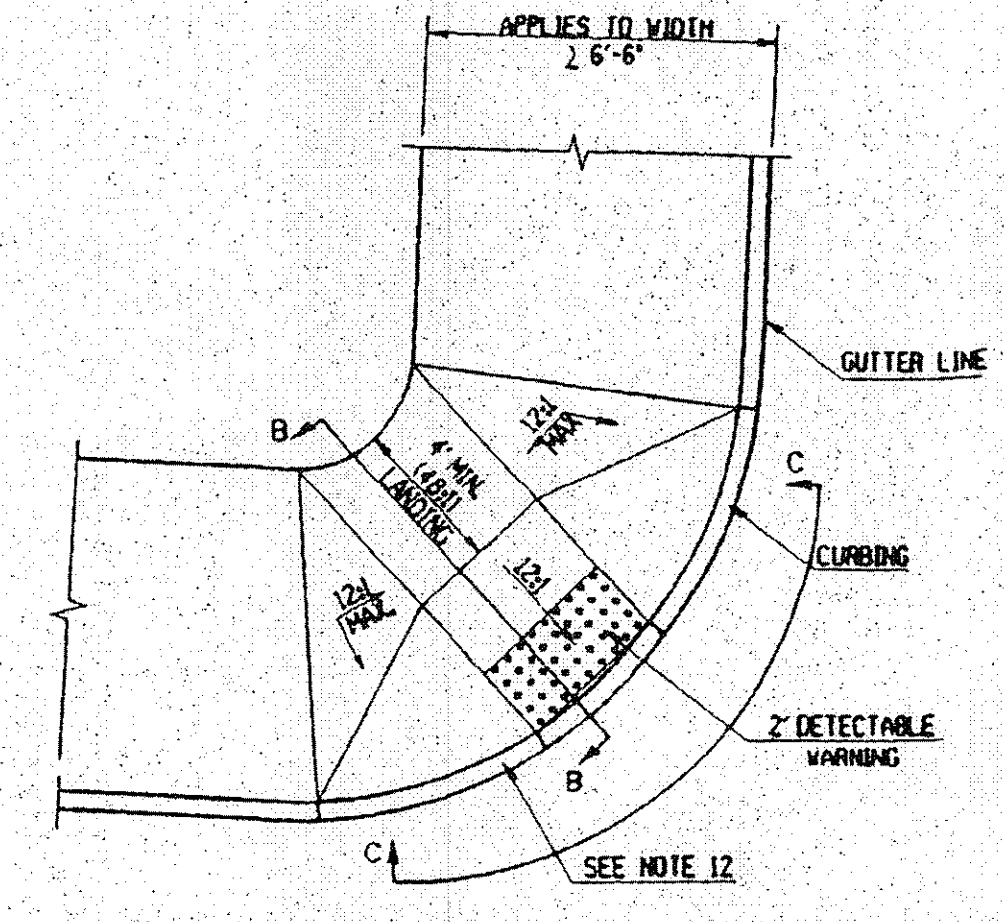
NOTE:
ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND
INSTALLATION OF THERMOPLASTIC PIPE FOR STORM SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.

STORM PIPE TRENCH DETAIL

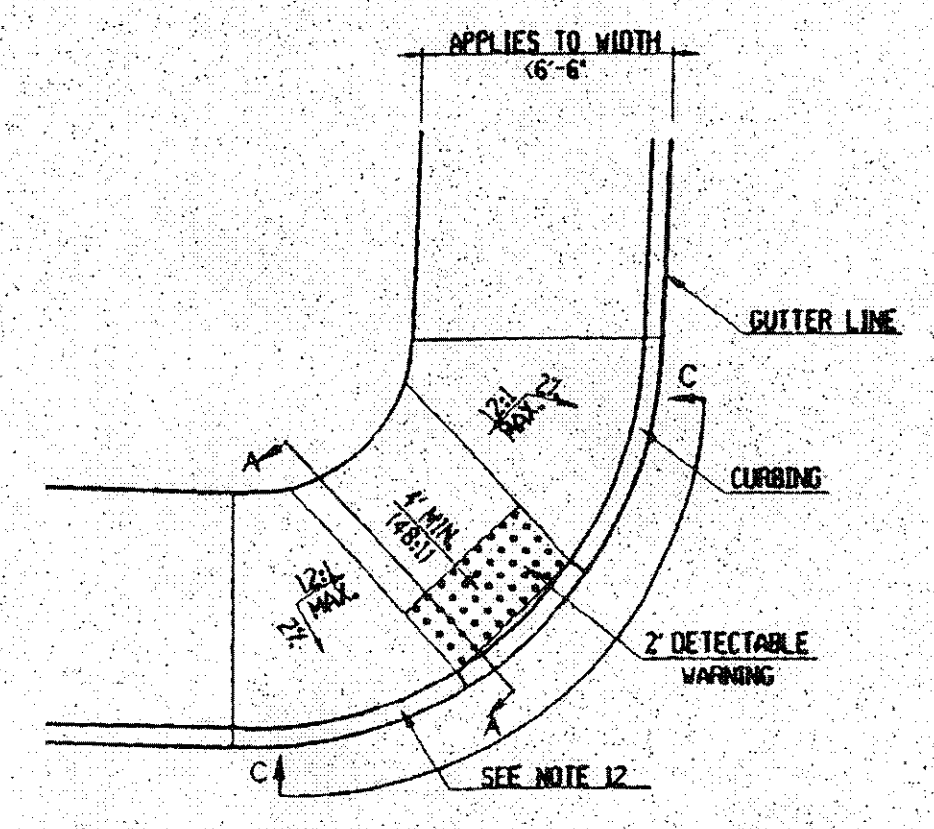
PROJECT TITLE:					 BOROUGH OF NAUGATUCK STANDARD DETAILS	TOWN:	NAUGATUCK	PROJECT NO.:	
						SUBMITTED BY: M. Ryan ASSISTANT BOROUGH ENGINEER DATE: 5/07 APPROVED BY: J. Stewart BOROUGH ENGINEER DATE: 5/07 CADD - FILENAME: 3 08REV Naugatuck Standard Details	DRAWING TITLE:	STORM SEWER DETAILS	DRAWING NO.:
REVISION		DATE	ENGINEER	DESCRIPTION					
				REVISIONS					
								SHEET NO.:	3



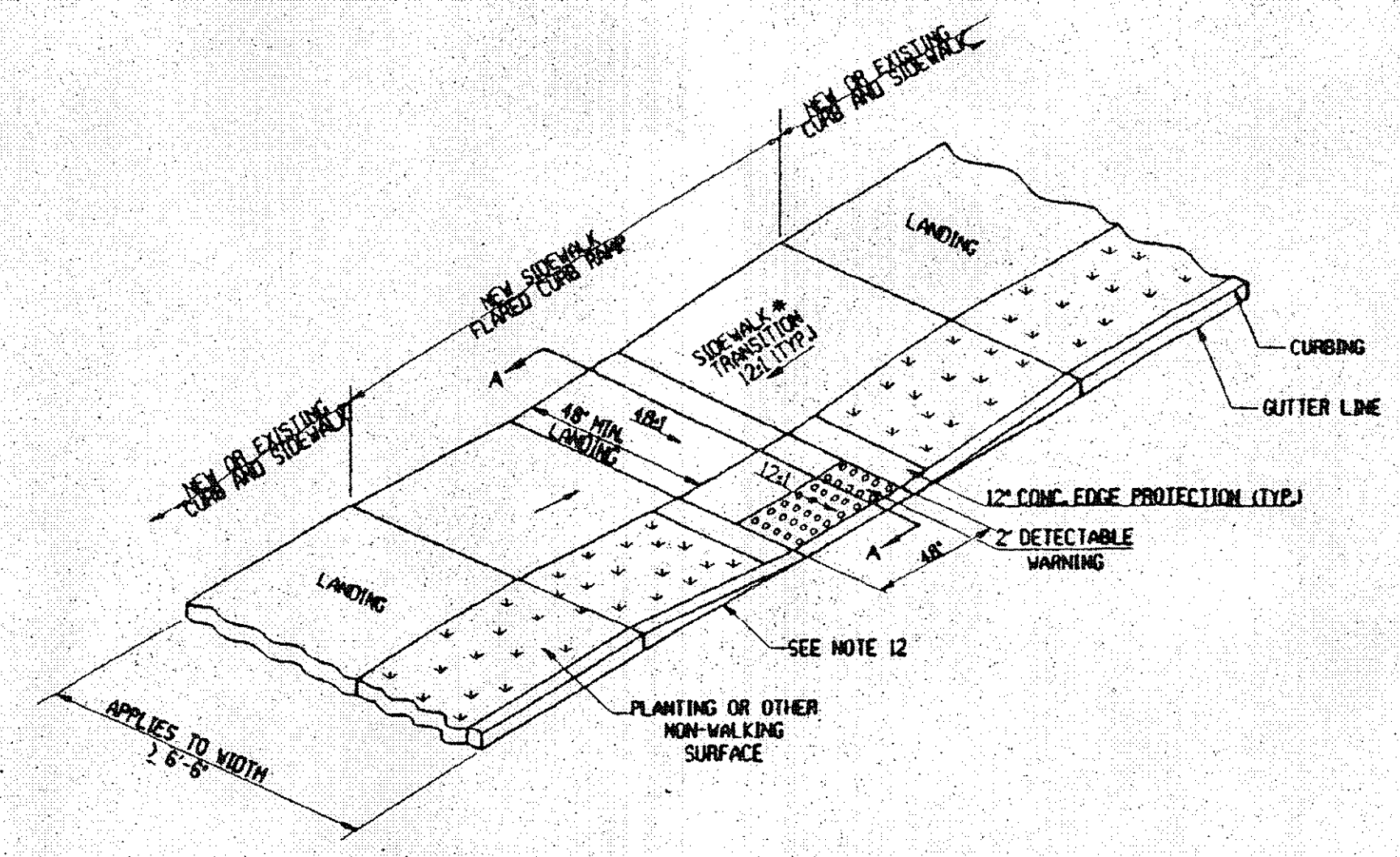
PARALLEL SIDEWALK RAMP (TYPE 1)



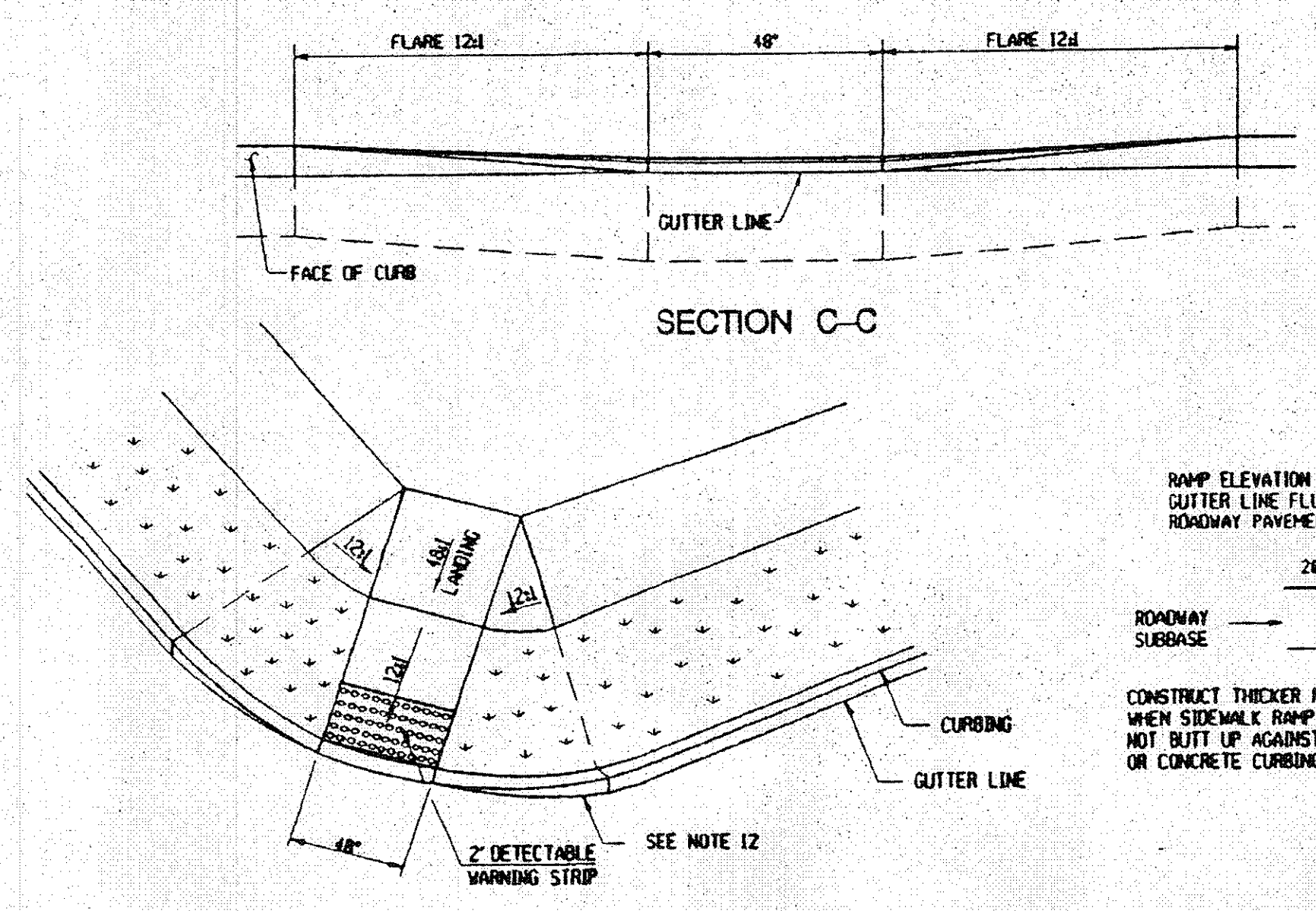
DIAGONAL SIDEWALK RAMP (TYPE 4a)



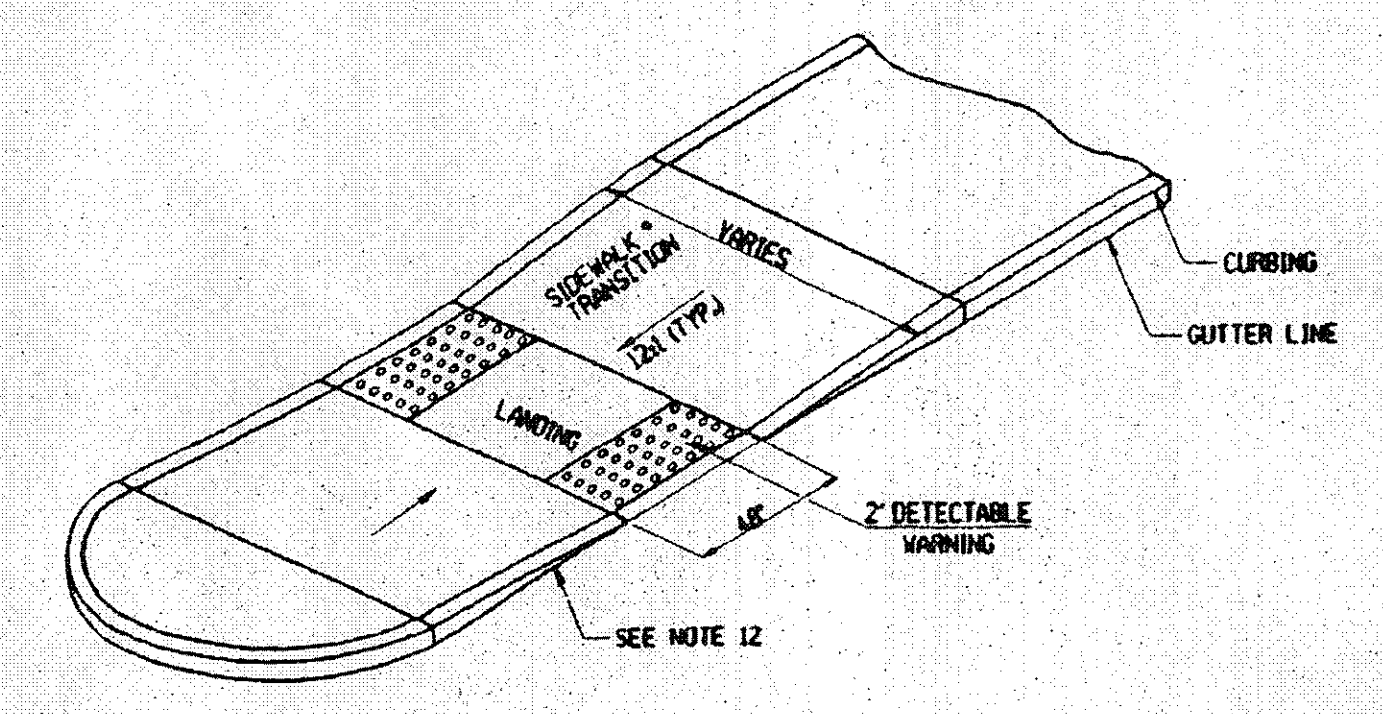
DIAGONAL SIDEWALK RAMP (TYPE 4b)



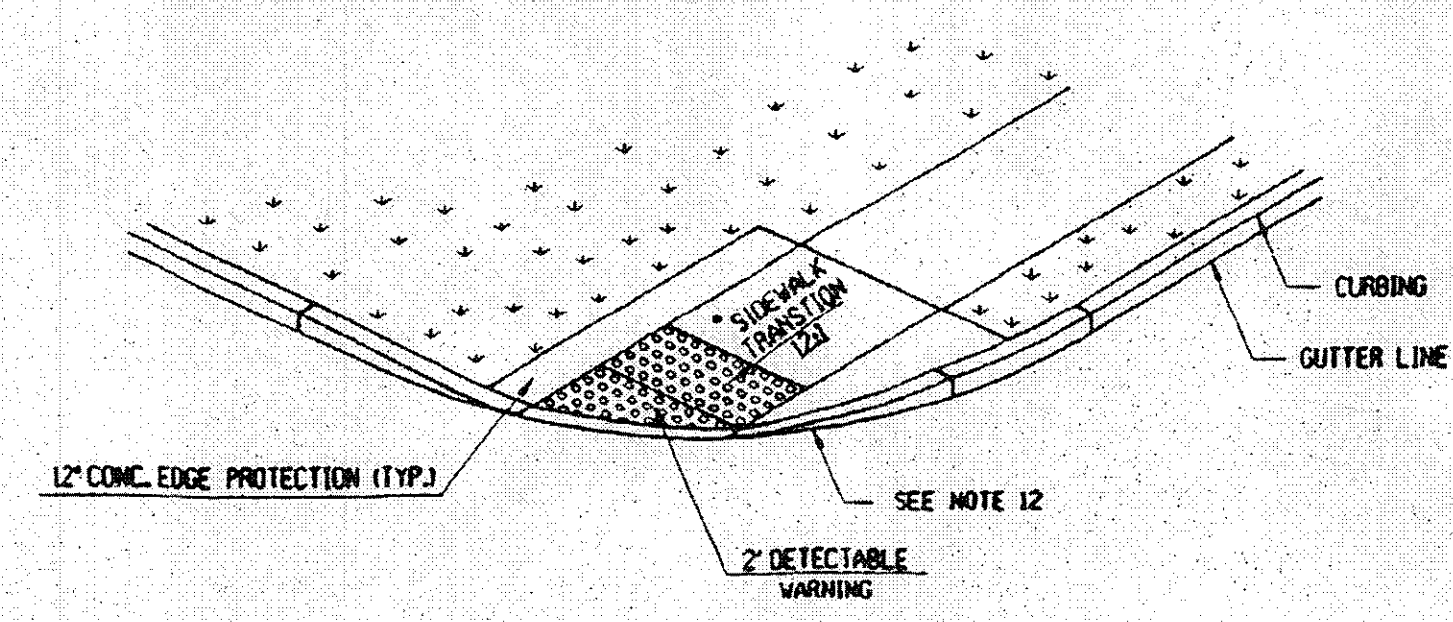
PERPENDICULAR SIDEWALK RAMP (TYPE 2)



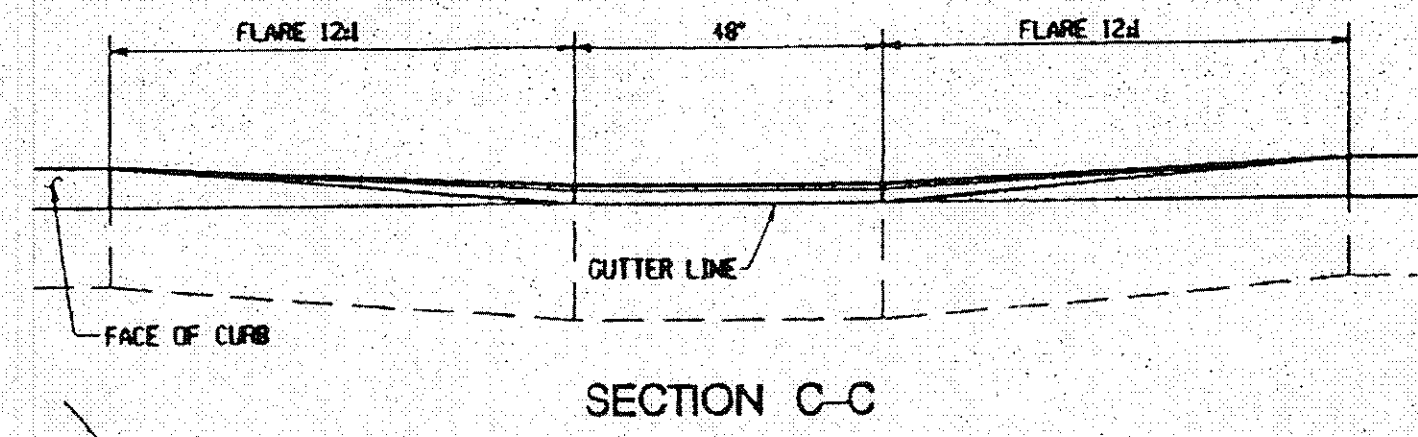
DIAGONAL SIDEWALK RAMP (TYPE 4c)



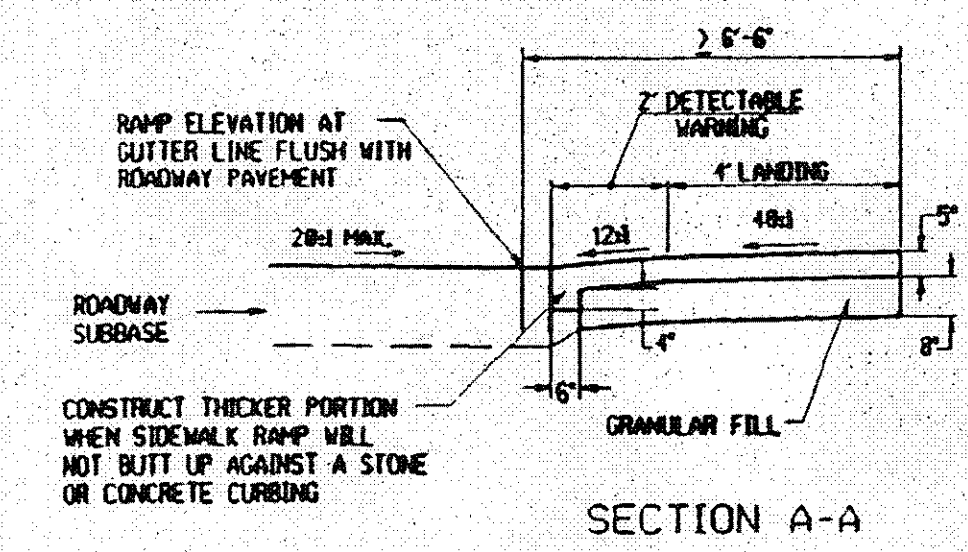
RAISED ISLAND SIDEWALK RAMP (TYPE 3)



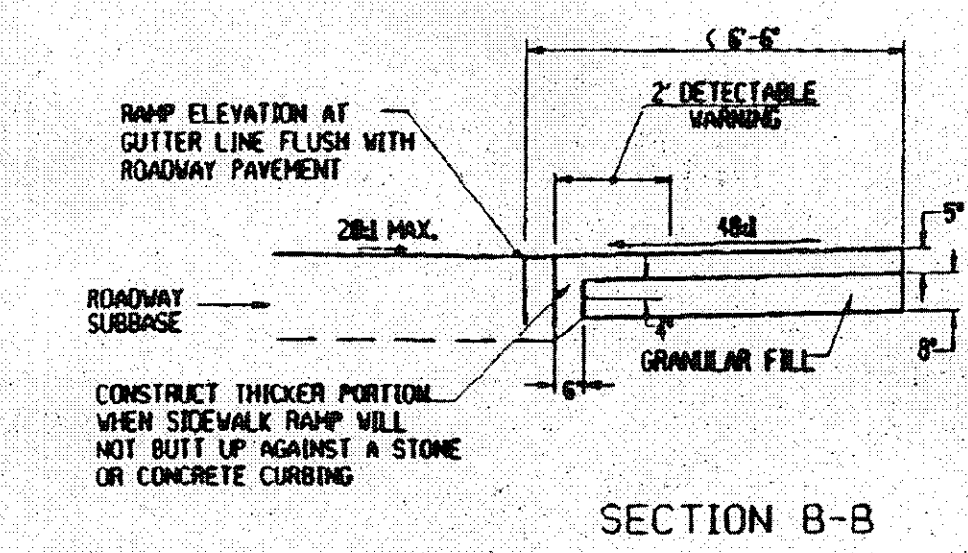
DIAGONAL SIDEWALK RAMP (TYPE 4d)



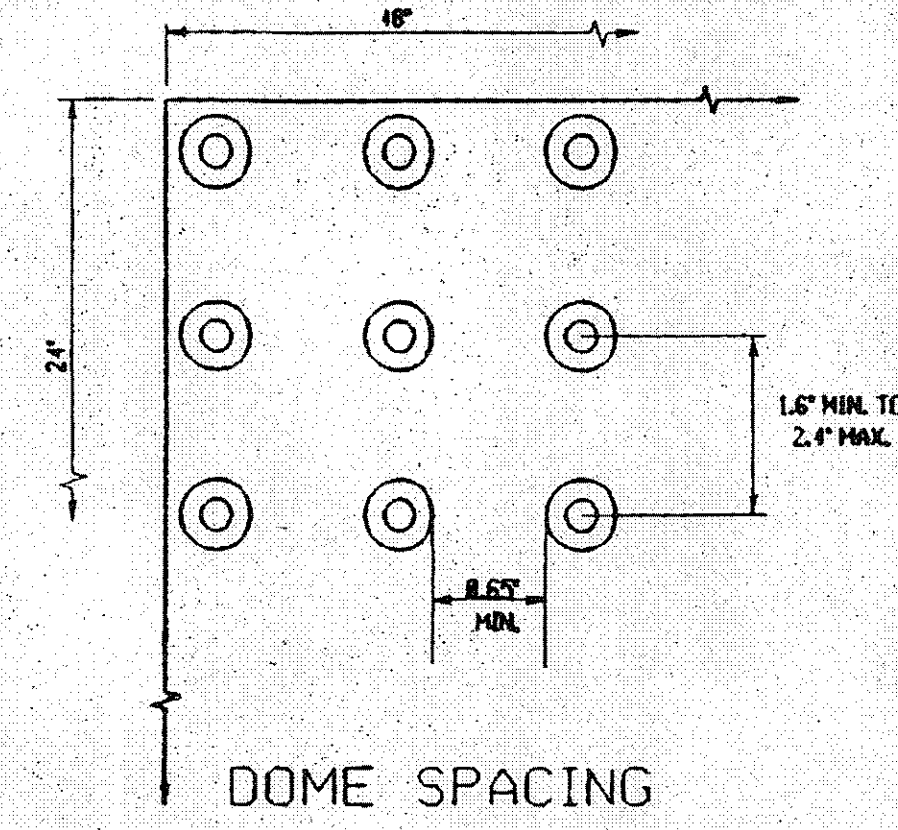
SECTION C-C



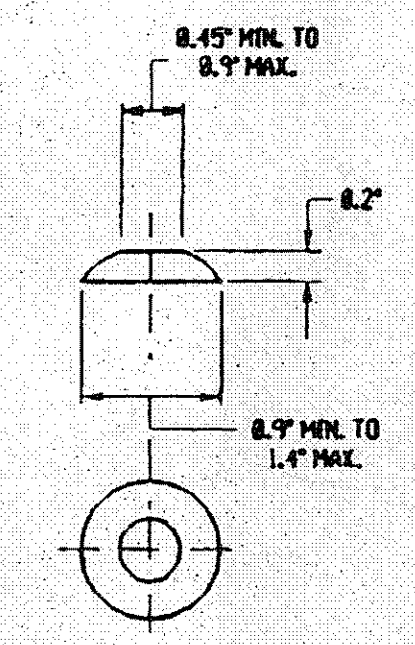
SECTION A-A



SECTION B-B



DOME SPACING



DOME SECTION

GENERAL NOTES

1. MAXIMUM SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO THE SIDEWALK RAMP OR ACCESSIBLE ROUTE SHOULD NOT EXCEED 20:1.
2. CARE SHALL BE TAKEN TO ASSURE UNIFORM GRADE ON THE RAMP, FREE OF SAGS AND ABRUPT GRADE CHANGES.
3. ALL RAMP SHALL BE CONSTRUCTED OF CLASS "C" CONCRETE IN ACCORDANCE WITH CONNECTICUT STANDARD SPECIFICATIONS ARTICLE M13.01.
4. SIDEWALK RAMP SHALL HAVE A COARSE BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP. THE SURFACE ALONG ACCESSIBLE ROUTES SHALL BE STABLE, FIRM AND SLIP RESISTANT IN COMPLIANCE WITH ADAMS SECTION 4.5.
5. DIAGONAL SIDEWALK RAMP AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARED SIDES.
6. REMOVAL OF EXISTING SIDEWALK FOR NEW RAMP INSTALLATIONS SHALL BE TO THE NEAREST EXPANSION/CONTRACTION JOINT OR DUMMY JOINT. 12:1 MAY NOT BE ACHIEVABLE DUE TO SIDEWALK GRADE. IN RECOGNITION OF THIS, A MINIMUM LIMIT OF 15' FOR A PARALLEL RAMP SHALL BE USED. REMOVAL SHALL NOT BE FURTHER THAN 2' FROM THE PROPOSED RAMP UNLESS DIRECTED BY THE ENGINEER. SAW CUT REQUIRED FOR DUMMY JOINTS SHALL BE INCLUDED IN THE COST OF "CONCRETE SIDEWALK".
7. EXPANSION JOINTS IN CONCRETE SHALL MATCH THOSE IN ADJACENT SIDEWALKS BUT IN NO CASE SHALL THE SPACING BETWEEN EXPANSION JOINTS EXCEED 12' UNLESS OTHERWISE NOTED.
8. RAISED ISLANDS IN MARKED CROSSINGS SHALL HAVE SIDEWALK RAMP AT BOTH SIDES AND A LEVEL AREA AT LEAST 4' LONG BETWEEN THE RAMP. IF THIS CAN NOT BE ACHIEVED, THE RAISED ISLAND SHALL BE CUT THROUGH LEVEL WITH THE ROADWAY AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
9. SIDEWALK RAMP SHALL BE CONSTRUCTED AND PAID FOR UNDER THE ITEM "CONCRETE SIDEWALK", INCLUDING CURBING WITHIN THE LIMITS OF THE NEW SIDEWALK RAMP AND DETECTABLE WARNING STRIPS.
10. CURBING WITHIN THE LIMITS OF THE NEW SIDEWALK RAMP SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE REQUIREMENTS OF FORM B14A - SECTIONS 8.11 AND 8.13.
11. HANDICAP RAMP CONFORMING WITH CONNECTICUT GENERAL STATUTES SEC. 7-18a, SHALL BE INCORPORATED IN ALL PROPOSED SIDEWALKS AT ALL STREET INTERSECTIONS, AND AT ALL OTHER LOCATIONS WHERE THE GRADE OF A DRIVEWAY OR OTHER FACILITY TAKES PRECEDENCE OVER THE GRADE OF THE PROPOSED SIDEWALK.
12. TRANSITION TO FULL HEIGHT CURB. INSTALL STONE CURBING IF ADJACENT CURBING IS STONE. INSTALL CONCRETE CURBING IF ADJACENT CURBING IS CONCRETE OR BITUMINOUS.
13. INSTALL THE EDGE OF THE DETECTABLE WARNING 6" FROM THE EDGE OF ROAD.
14. TO PERMIT WHEELCHAIR WHEELS TO ROLL BETWEEN DOMES, ALIGN DOMES ON A SQUARE GRID.

REV.	DATE	DESCRIPTION	SHEET NO.

DESIGNED BY:	<p>STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION</p>	OFFICE OF ENGINEERING
DRAWN BY:		PROJECT TITLE:
CHECKED BY:		TOWN:
DATE CHECKED:		DRAWING TITLE:

PROJECT TITLE:	TOWN:	PROJECT NO.:
DRAWING TITLE:	DRAWING NO.:	
MISCELLANEOUS CONNECTICUT DETAIL		
SIDEWALK RAMP		

Revised Date 21

20